

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND
LENDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER
SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF ALEC HOY
(sworn March 25, 2024)

I, Alec Hoy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an Associate at Cassels Brock & Blackwell LLP, counsel to the proposed Foreign Representative and the Canadian Debtors, and, as such, have knowledge of the following matters. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true.
2. I swear this affidavit in support of a motion of the proposed Foreign Representative for relief pursuant to Part IV of the *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
3. Terms not defined in this Affidavit have the meanings given to them in the Affidavit of Douglas D. Clark sworn March 25, 2024.
4. In its application, the proposed Foreign Representative seeks, among other things, an order recognizing and giving full force and effect in Canada to certain orders that the Debtors intend to seek from the U.S. Bankruptcy Court.

5. The Proposed Foreign Representative intends to seek recognition of the proposed orders sought in the following motions filed by the Debtors:

- (a) “Foreign Representative Motion”: *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing CURO Group Holdings Corp. to Act as Foreign Representative and (II) Granting Related Relief*; attached hereto as **Exhibit “A”**;
- (b) “Joint Administration Motion”: *Debtors’ Emergency Motion for Entry of an Order (I) Directing Joint Administration of the Debtors’ Chapter 11 Cases and (II) Granting Related Relief*; attached hereto as **Exhibit “B”**;
- (c) “Cash Management Motion”: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions; and (II) Granting Related Relief*; attached hereto as **Exhibit “C”**;
- (d) “Securitization Motion”: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling Receivables and Related Rights Pursuant to the Securitization Facilities, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing and (IV) Granting Related Relief*; attached hereto as **Exhibit “D”**;
- (e) “Wages Motion”: *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue*

Compensation and Benefits Programs and (II) Granting Related Relief, attached hereto as **Exhibit “E”**;

- (f) **“Critical Vendor Motion”**: *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Critical Vendor Claims and (II) Granting Related Relief*, attached hereto as **Exhibit “F”**;
- (g) **“Utilities Motion”**: *Debtors’ Emergency Motion for Entry of an Order: (I) Approving Debtors’ Proposed Form of Adequate Assurance of Payment for Future Utility Services; (II) Approving Adequate Assurance Procedures; (III) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service and (IV) Granting Related Relief*, attached hereto as **Exhibit “G”**;
- (h) **“Taxes Motion”**: *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing, Payment of Certain Taxes and Fees and (II) Granting Related Relief*, attached hereto as **Exhibit “H”**;
- (i) **“Insurance Motion”**: *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related thereto, and (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies; (II) Authorizing Continuation of the Surety Bond and Letter of Credit Program; and (III) Granting Related Relief*, attached hereto as **Exhibit “I”**; and
- (j) **“Customer Programs Motion”**: *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor Certain Prepetition Obligations to Customers and Continue Certain Customer Programs in the Ordinary Course of Business; (II)*

Dispensing with Customer Noticing Requirements and (III) Granting Related Relief, attached hereto as **Exhibit "J"**.

6. I am aware that the U.S. Bankruptcy Court conducted a hearing on the evening of March 25, 2024 in respect of the First Day Motions. I am further aware that, to the extent that the orders sought are granted, they are expected to be available in the evening of March 25, 2024 or the following day.

SWORN BEFORE ME by videoconference on this 25th day of March 2024. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law



Alec Hoy

This is **Exhibit "A"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS’ EMERGENCY MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING CURO GROUP HOLDINGS CORP. TO ACT
AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur’s conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur’s home page. The meeting code is “JudgeIsgur”. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Isgur’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (a) authorizing CURO Group Holdings Corp. (“CURO”) to act as foreign representative² on behalf of the Debtors’ estates (the “Foreign Representative”) in legal proceedings in Canada in relation to the Debtors’ chapter 11 cases (the “Chapter 11 Cases”); and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105 and 1505 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion

² A “foreign representative” is defined in section 45(1) of the CCAA (as defined herein) to mean “a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company to: (a) monitor the debtor company’s business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding.”

requesting procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

Appointment of a Foreign Representative

8. CURO, as the proposed Foreign Representative, will seek ancillary relief in Canada on behalf of LendDirect Corp. and CURO Canada Corp., and, to the extent necessary or appropriate, the other Debtors, in the Ontario Superior Court of Justice (Commercial List), Toronto, Ontario, Canada (the “Canadian Court”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) R.S.C. 1985, c. C-36 (as amended, the “CCAA”). The purpose of the

ancillary proceeding (the “Canadian Proceeding”) is to request that the Canadian Court recognize the Chapter 11 Cases of LendDirect Corp. and CURO Canada Corp., and, to the extent necessary or appropriate, the other Debtors,³ as “foreign main proceedings” under the applicable provisions of the CCAA to, among other things, protect the Company’s assets and operations in Canada and obtain a Canadian order staying self-help remedies by landlords, utility providers or other parties following the commencement of these Chapter 11 Cases. Concurrent with the filing of this Motion, the Company will be seeking an emergency stay in Canada, pending entry of the proposed Order, to prevent any claimants from taking steps against business and property in Canada.

9. The Debtors request authority to appoint CURO as Foreign Representative in connection with the Canadian Proceeding to satisfy the requirements of the CCAA. Specifically, Section 46 of the CCAA provides:

(1) Application for recognition of a foreign proceeding. — A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.

(2) Documents that must accompany application. — . . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity. . . .

CCAA, R.S.C., c. C-36, § 46 (1985) (Can.).

10. Absent an order of this Court, the Debtors may find it difficult to satisfy the requirements set out in the CCAA for an application for recognition of these Chapter 11 Cases. Accordingly, in order for CURO to be recognized as the Foreign Representative in the Canadian Proceeding, and thereby apply to have the Chapter 11 Cases of LendDirect Corp. and CURO

³ At this time, the Debtors anticipate seeking recognition only of the Chapter 11 Cases commenced by LendDirect Corp. and CURO Canada Corp.

Canada Corp. recognized by the Canadian Court, this Court must enter an order authorizing CURO to act as the Foreign Representative in the Canadian Proceeding. If the order is entered, CURO will be able to file the order with the Canadian Court as the instrument authorizing CURO to act as the Foreign Representative pursuant to section 46 of the CCAA. At this time, the Company has no intention of seeking recognition in any other jurisdictions.

Basis for Relief

11. Although the provisions of chapter 15 of the Bankruptcy Code generally do not apply to other chapters of the Bankruptcy Code, pursuant to Bankruptcy Code section 103(k)(1), Bankruptcy Code section 1505 applies to any case under the Bankruptcy Code. Specifically, Bankruptcy Code section 103(k)(1) provides that “[c]hapter 15 applies only in a case under such chapter, except that—(1) sections 1505, 1513, and 1514 apply in all cases under this title.” 11 U.S.C. § 103(k)(1).

12. Bankruptcy Code section 1505 provides that “[a] *trustee or another entity* (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.” 11 U.S.C. § 1505 (emphasis added). Further, Bankruptcy Code section 1107 provides, in relevant part, that

[s]ubject to any limitations on a trustee serving in a case under this chapter, and to such limitations or conditions as the court prescribes, a debtor in possession shall have all the rights, other than the rights to compensation under section 330 of this title, and powers, and shall perform all the functions and duties . . . of a trustee serving in a case under this chapter.

11 U.S.C. § 1107(a).

13. Although the Debtors submit that Bankruptcy Code sections 1107 and 1505 confer upon the Debtors, as debtors in possession, sufficient rights, powers and duties to act as the Foreign

Representative of the Debtors' estates, to avoid any doubt regarding this authority and to comply with any applicable requirements of sections 45(1) and 46 of the CCAA, the Debtors seek entry of the proposed Order, pursuant to Bankruptcy Code section 1505, authorizing CURO to act as the Foreign Representative of itself and LendDirect Corp. and CURO Canada Corp. (and such other Debtors if necessary or appropriate) in the Canadian Proceeding.

14. This relief will allow coordination of these Chapter 11 Cases and the Canadian Proceeding and provide an effective mechanism to protect and maximize the value of the Debtors' assets and estates. Specifically, the Canadian Proceeding will allow the Debtors to seek orders of the Canadian Court, ensuring that certain relief granted in this Court is enforceable in Canada and that creditors in the United States and Canada are subject to similar stays as a result of the commencement of these Chapter 11 Cases.

15. Accordingly, the relief requested herein is necessary and appropriate and should be granted in all respects.

Emergency Consideration

16. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations in Canada at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

17. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

18. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz
AKIN GUMP STRAUSS HAUER & FELD LLP
Sarah Link Schultz (State Bar No. 24033047;
S.D. Tex. 30555)
Patrick Wu (State Bar No. 24117924;
S.D. Tex. 3872088)
2300 N. Field Street, Suite 1800
Dallas, TX 75201-2481
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-and-

Michael S. Stamer (*pro hac vice* pending)
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One Bryant Park
New York, NY 10036-6745
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: mstamer@akingump.com
akordas@akingump.com
orahnama@akingump.com

Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Jointly Administered)
)	
)	

ORDER (I) AUTHORIZING CURO GROUP HOLDINGS CORP. TO ACT AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”): authorizing CURO Group Holdings Corp. (“CURO”) to act as foreign representative on behalf of the Debtors’ estates in the Canadian Proceeding and granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. CURO is authorized, pursuant to Bankruptcy Code section 1505, to act as the Foreign Representative on behalf of the Debtors’ estates in any judicial or other proceedings in Canada and shall be authorized and have the power to act in any way permitted by applicable foreign law, including, but not limited to: (a) seeking recognition of the Debtors’ Chapter 11 Cases in the Canadian Proceeding; (b) requesting that the Canadian Court grant comity to the Foreign Representative and its Chapter 11 Cases; (c) seeking any other appropriate relief from the Canadian Court that the Debtors deem just and proper in order to protect the estates of LendDirect Corp. and CURO Canada Corp.; and (d) consistent with any orders of the Canadian Court, retaining and compensating Canadian professionals on behalf of the Foreign Representative, and paying the costs of the Canadian Court-appointed information officer and its counsel, each without further order of this Court.

2. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as “foreign main proceedings” and CURO as a “foreign representative” pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

3. The Debtors are hereby authorized to take all actions it deems necessary to effectuate the relief granted in this Order.

4. As soon as practical following court action taken by the Foreign Representative in another jurisdiction, the Debtors will file notice of the same on the docket of these Chapter 11 Cases.

5. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit “B”** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

_____)	
In re:	)	Chapter 11
)	
Covington Credit of Texas, Inc.,)	
	)	Case No. 24-90164-MI
Debtor.)	
)	
Tax I.D. No.: 57-1002963)	
_____)	
In re:	)	Chapter 11
)	
CURO Group Holdings Corp.,)	
	)	Case No. 24-90165-MI
Debtor.)	
)	
Tax I.D. No.: 90-0934597)	
_____)	
In re:	)	Chapter 11
)	
Curo Financial Technologies Corp.,)	
	)	Case No. 24-90166-MI
Debtor.)	
)	
Tax I.D. No.: 26-3290759)	
_____)	
In re:	)	Chapter 11
)	
Curo Intermediate Holdings Corp.,)	
	)	Case No. 24-90169-MI
Debtor.)	
)	
Tax I.D. No.: 26-3290689)	
_____)	

)	
In re:	)	Chapter 11
)	
Curo Management, LLC,)	
)	
Debtor.	)	Case No. 24-90190-MI
)	
Tax I.D. No.: 81-0586671)	
)	
)	
In re:	)	Chapter 11
)	
Curo Collateral Sub, LLC,)	
)	
Debtor.	)	Case No. 24-90170-MI
)	
Tax I.D. No.: 85-2048845)	
)	
)	
In re:	)	Chapter 11
)	
CURO Ventures, LLC,)	
)	
Debtor.	)	Case No. 24-90172-MI
)	
Tax I.D. No.: N/A)	
)	
)	
In re:	)	Chapter 11
)	
CURO Credit, LLC,)	
)	
Debtor.	)	Case No. 24-90175-MI
)	
Tax I.D. No.: 30-1013337)	
)	

In re:	)	Chapter 11
Ennoble Finance, LLC,)	
Debtor.	)	Case No. 24-90177-MI
Tax I.D. No.: 61-1844482)	

In re:	)	Chapter 11
Ad Astra Recovery Services, Inc.,)	
Debtor.	)	Case No. 24-90179-MI
Tax I.D. No.: 20-8481855)	

In re:	)	Chapter 11
Attain Finance, LLC,)	
Debtor.	)	Case No. 24-90181-MI
Tax I.D. No.: 27-1646845)	

In re:	)	Chapter 11
First Heritage Credit, LLC,)	
Debtor.	)	Case No. 24-90183-MI
Tax I.D. No.: 64-0928203)	

In re:	)	Chapter 11
First Heritage Credit of Alabama, LLC,)	
Debtor.	)	Case No. 24-90185-MI
Tax I.D. No.: 47-1094734)	

In re:	)	Chapter 11
)	
First Heritage Credit of Louisiana, LLC,)	
	)	Case No. 24-90186-MI
Debtor.)	
)	
Tax I.D. No.: 64-0945491)	
)	

In re:	)	Chapter 11
)	
First Heritage Credit of Mississippi, LLC,)	
	)	Case No. 24-90187-MI
Debtor.)	
)	
Tax I.D. No.: 64-0931270)	
)	

In re:	)	Chapter 11
)	
First Heritage Credit of South Carolina,)	
LLC,)	
	)	Case No. 24-90167-MI
Debtor.)	
)	
Tax I.D. No.: 81-4993092)	
)	

In re:	)	Chapter 11
)	
First Heritage Credit of Tennessee, LLC,)	
	)	Case No. 24-90168-MI
Debtor.)	
)	
Tax I.D. No.: 72-1571738)	
)	

In re:)	Chapter 11
)	
SouthernCo, Inc.,)	
)	Case No. 24-90171-MI
Debtor.)	
)	
Tax I.D. No.: 45-3249674)	
)	

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In re:)	Chapter 11
)	
Heights Finance Holding Co.,)	
)	
Debtor.)	Case No. 24-90173-MI
)	
Tax I.D. No.: 57-1076628)	
<hr/>)	
In re:	)	Chapter 11
)	
Southern Finance of South Carolina, Inc.,)	
)	
Debtor.)	Case No. 24-90174-MI
)	
Tax I.D. No.: 57-0827143)	
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In re:)	Chapter 11
)	
Southern Finance of Tennessee, Inc.,)	
)	
Debtor.)	Case No. 24-90176-MI
)	
Tax I.D. No.: 62-1618281)	
<hr/>)	
In re:	)	Chapter 11
)	
Covington Credit of Alabama, Inc.,)	
)	
Debtor.	)	Case No. 24-90178-MI
)	
Tax I.D. No.: 20-3412294)	
<hr/>)	

In re:	)	Chapter 11
Quick Credit Corporation,)	
	)	Case No. 24-90180-MI
Debtor.)	
Tax I.D. No.: 57-0857420)	
)	
)	
In re:	)	Chapter 11
Covington Credit, Inc.,)	
	)	Case No. 24-90182-MI
Debtor.)	
Tax I.D. No.: 57-1094987)	
)	
)	
In re:	)	Chapter 11
Covington Credit of Georgia, Inc.,)	
	)	Case No. 24-90184-MI
Debtor.)	
Tax I.D. No.: 58-1435012)	
)	
)	
In re:	)	Chapter 11
Heights Finance Corporation,)	
	)	Case No. 24-90189-MI
Debtor.)	
Tax I.D. No.: 37-1297535)	
)	

In re:	)	Chapter 11
Heights Finance Corporation,	)	Case No. 24-90191-MI
Debtor.)	
Tax I.D. No.: 37-1351941)	
In re:	)	Chapter 11
LendDirect Corp.,	)	Case No. 24-90188-MI
Debtor.)	
Canadian Business No.: 80625 9321)	
In re:	)	Chapter 11
CURO Canada Corp.,	)	Case No. 24-90192-MI
Debtor.)	
Canadian Business No.: 13388 1334)	
)	

DEBTORS’ EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) DIRECTING JOINT ADMINISTRATION OF RELATED CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:30p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024 at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur’s conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link Judge Isgur’s home page. The meeting code is JudgeIsgur. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Isgur’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (a) directing procedural consolidation and joint administration of the Debtors’ chapter 11 cases (the “Chapter 11 Cases”) and (b) granting related relief. The Debtors request that the United States Bankruptcy Court for the Southern District of Texas (the “Court”) maintain one file and one docket for all of the jointly administered cases under the case of CURO Group Holdings Corp., *et al.*, Case No. 24-90165-MI and that these Chapter 11 Cases be administered under a consolidated caption, as follows:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165-MI
)	
Debtors. ¹	)	(Jointly Administered)
)	

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

2. The Debtors further request that the Court find that the foregoing caption satisfies the requirements set forth in section 342(c)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”).

3. The Debtors also request that a docket entry, substantially similar to the following, be entered on the docket of each of the Debtors' cases other than the case of CURO Group Holdings Corp. to reflect the joint administration of these Chapter 11 Cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas directing the joint administration of the chapter 11 cases of: CURO Group Holdings Corp. (Case No. 90165-MI); Curo Financial Technologies Corp. (Case No. 24-90166-MI); Curo Intermediate Holdings Corp. (Case No. 24-90169-MI); Curo Management, LLC (Case No. 24-90190-MI); Curo Collateral Sub, LLC (Case No. 24-90170-MI); CURO Ventures, LLC (Case No. 24-90172-MI); CURO Credit, LLC (Case No. 24-90175-MI); Ennoble Finance, LLC (Case No. 24-90177-MI); Ad Astra Recovery Services, Inc., (Case No. 24-90179-MI); Attain Finance, LLC (Case No. 24-90181-MI); First Heritage Credit, LLC (Case No. 24-90183-MI); First Heritage Credit of Alabama, LLC (Case No. 24-90185-MI); First Heritage Credit of Louisiana, LLC (Case No. 24-90186-MI); First Heritage Credit of Mississippi, LLC (Case No. 24-90187-MI); First Heritage Credit, of South Carolina LLC (Case No. 24-90167-MI); First Heritage Credit of Tennessee, LLC (Case No. 24-90168-MI); SouthernCo Inc. (Case No. 24-90171-MI); Heights Finance Holding Co. (Case No. 24-90173-MI); Southern Finance of South Carolina, Inc. (Case No. 24-90174-MI); Southern Finance of Tennessee Inc. (Case No. 24-90176-MI); Covington Credit of Alabama, Inc. (Case No. 24-90178-MI); Quick Credit Corporation (Case No. 24-90180-MI); Covington Credit, Inc. (Case No. 24-90182-MI); Covington Credit of Georgia, Inc. (Case No. 24-90184-MI); Covington Credit of Texas (Case No. 24-90164-MI); Heights Finance Corporation (Case No. 24-90189-MI); Heights Finance Corporation (Case No. 24-90191-MI); LendDirect Corp. (Case No. 24-90188-MI); CURO Canada Corp. (Case No. 24-90192-MI). The docket in Case No. 24-90165-MI should be consulted for all matters affecting this case. **All further pleadings and other papers shall be filed, and all further docket entries shall be made, in Case No. 24-90165-MI.**

Jurisdiction and Venue

4. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core

proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested herein are Bankruptcy Code section 342(c), Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 1015-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

7. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

8. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as

of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

9. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

Basis for Relief

10. Bankruptcy Rule 1015(b) provides, in pertinent part, that “[i]f . . . two or more petitions are pending in the same court by or against . . . a debtor and an affiliate, the court may order a joint administration of the estates.” Fed. R. Bankr. P. 1015. The Debtor entities that commenced these Chapter 11 Cases are “affiliates” as that term is defined in Bankruptcy Code section 101(2). Accordingly, the Bankruptcy Code and Bankruptcy Rules authorize the Court to grant the relief requested herein. Bankruptcy Local Rule 1015-1 further provides for the joint administration of related chapter 11 cases.

11. Joint administration of these Chapter 11 Cases will provide significant administrative convenience without harming the substantive rights of any party in interest. Many of the motions, hearings and orders in these Chapter 11 Cases will affect each Debtor entity. The entry of an order directing joint administration of these Chapter 11 Cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration also will allow the United States Trustee for the Southern District of Texas and all parties in interest to monitor these Chapter 11 Cases with greater ease and efficiency.

12. Moreover, joint administration will not adversely affect the Debtors’ respective constituencies because this Motion seeks only administrative, not substantive, consolidation of the Debtors’ estates. Parties in interest will not be harmed by the relief requested but instead will

benefit from the cost reductions associated with the joint administration of these Chapter 11 Cases. Accordingly, joint administration of these Chapter 11 Cases is in the best interests of the Debtors' estates, their creditors and all other parties in interest.

Emergency Consideration

13. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Notice

14. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states

where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

Sarah Link Schultz (State Bar No. 24033047;

S.D. Tex. 30555)

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pwu@akingump.com

-and-

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Anna Kordas (*pro hac vice* pending)

Omid Rahnama (*pro hac vice* pending)

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Facsimile: (212) 872-1002

Email: mstamer@akingump.com

akordas@akingump.com

orahnama@akingump.com

Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

_____)	
In re:	)	Chapter 11
)	
Covington Credit of Texas, Inc.,)	
	)	Case No. 24-90164-MI
Debtor.)	
)	
Tax I.D. No.: 57-1002963)	
_____)	
In re:	)	Chapter 11
)	
CURO Group Holdings Corp.,)	
	)	Case No. 24-90165-MI
Debtor.)	
)	
Tax I.D. No.: 90-0934597)	
_____)	
In re:	)	Chapter 11
)	
Curo Financial Technologies Corp.,)	
	)	Case No. 24-90166-MI
Debtor.)	
)	
Tax I.D. No.: 26-3290759)	
_____)	
In re:	)	Chapter 11
)	
Curo Intermediate Holdings Corp.,)	
	)	Case No. 24-90169-MI
Debtor.)	
)	
Tax I.D. No.: 26-3290689)	
_____)	

In re:	)	Chapter 11
Curo Management, LLC,)	
Debtor.	)	Case No. 24-90190-MI
Tax I.D. No.: 81-0586671)	
<hr/>		
In re:	)	Chapter 11
Curo Collateral Sub, LLC,)	
Debtor.	)	Case No. 24-90170-MI
Tax I.D. No.: 85-2048845)	
<hr/>		
In re:	)	Chapter 11
CURO Ventures, LLC,)	
Debtor.	)	Case No. 24-90172-MI
Tax I.D. No.: N/A)	
<hr/>		
In re:	)	Chapter 11
CURO Credit, LLC,)	
Debtor.	)	Case No. 24-90175-MI
Tax I.D. No.: 30-1013337)	

_____)	
In re:	)	Chapter 11
)	
Ennoble Finance, LLC,)	
	)	Case No. 24-90177-MI
Debtor.)	
)	
Tax I.D. No.: 61-1844482)	
_____)	
In re:	)	Chapter 11
)	
Ad Astra Recovery Services, Inc.,)	
	)	Case No. 24-90179-MI
Debtor.)	
)	
Tax I.D. No.: 20-8481855)	
_____)	
In re:	)	Chapter 11
)	
Attain Finance, LLC,)	
	)	Case No. 24-90181-MI
Debtor.)	
)	
Tax I.D. No.: 27-1646845)	
_____)	
In re:	)	Chapter 11
)	
First Heritage Credit, LLC,)	
	)	Case No. 24-90183-MI
Debtor.)	
)	
Tax I.D. No.: 64-0928203)	
_____)	
In re:	)	Chapter 11
)	
First Heritage Credit of Alabama, LLC,)	
	)	Case No. 24-90185-MI
Debtor.)	
)	
Tax I.D. No.: 47-1094734)	
_____)	

_____)	
In re:	)	Chapter 11
)	
First Heritage Credit of Louisiana, LLC,)	
	)	Case No. 24-90186-MI
Debtor.)	
)	
Tax I.D. No.: 64-0945491)	
_____)	
In re:	)	Chapter 11
)	
First Heritage Credit of Mississippi, LLC,)	
	)	Case No. 24-90187-MI
Debtor.)	
)	
Tax I.D. No.: 64-0931270)	
_____)	
In re:	)	Chapter 11
)	
First Heritage Credit of South Carolina,)	
LLC,)	
	)	Case No. 24-90167-MI
Debtor.)	
)	
Tax I.D. No.: 81-4993092)	
_____)	
In re:	)	Chapter 11
)	
First Heritage Credit of Tennessee, LLC,)	
	)	Case No. 24-90168-MI
Debtor.)	
)	
Tax I.D. No.: 72-1571738)	
_____)	
In re:	)	Chapter 11
)	
SouthernCo, Inc.,)	
	)	Case No. 24-90171-MI
Debtor.)	
)	
Tax I.D. No.: 45-3249674)	
_____)	

<hr/>)	
In re:	)	Chapter 11
)	
Heights Finance Holding Co.,)	
	)	Case No. 24-90173-MI
Debtor.)	
)	
Tax I.D. No.: 57-1076628)	
<hr/>)	
In re:	)	Chapter 11
)	
Southern Finance of South Carolina, Inc.,)	
	)	Case No. 24-90174-MI
Debtor.)	
)	
Tax I.D. No.: 57-0827143)	
<hr/>)	
In re:	)	Chapter 11
)	
Southern Finance of Tennessee, Inc.,)	
	)	Case No. 24-90176-MI
Debtor.)	
)	
Tax I.D. No.: 62-1618281)	
<hr/>)	
In re:	)	Chapter 11
)	
Covington Credit of Alabama, Inc.,)	
)	Case No. 24-90178-MI
Debtor.)	
)	
Tax I.D. No.: 20-3412294)	
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In re:)	Chapter 11
)	
Quick Credit Corporation,)	
)	Case No. 24-90180-MI
Debtor.)	
)	
Tax I.D. No.: 57-0857420)	
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In re:)	Chapter 11
)	
Covington Credit, Inc.,)	
)	Case No. 24-90182-MI
Debtor.)	
)	
Tax I.D. No.: 57-1094987)	
<hr/>)	
In re:	)	Chapter 11
)	
Covington Credit of Georgia, Inc.,)	
	)	Case No. 24-90184-MI
Debtor.)	
)	
Tax I.D. No.: 58-1435012)	
<hr/>)	
In re:	)	Chapter 11
)	
Heights Finance Corporation,)	
	)	Case No. 24-90189-MI
Debtor.)	
)	
Tax I.D. No.: 37-1297535)	
<hr/>)	

In re:	)	Chapter 11
Heights Finance Corporation,	)	Case No. 24-90191-MI
Debtor.)	
Tax I.D. No.: 37-1351941)	
In re:	)	Chapter 11
LendDirect Corp.,	)	Case No. 24-90188-MI
Debtor.)	
Canadian Business No.: 80625 9321)	
In re:	)	Chapter 11
CURO Canada Corp.,	)	Case No. 24-90192-MI
Debtor.)	
Canadian Business No.: 13388 1334)	

**ORDER (I) DIRECTING JOINT ADMINISTRATION OF
CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)¹ of the Debtors for entry of an order (this “Order”), directing the joint administration of the Debtors’ Chapter 11 Cases for procedural purposes only, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The above-captioned Chapter 11 Cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 24-90165-MI.
2. Additionally, the following checked items are ordered:
 - a. One disclosure statement and plan of reorganization may be filed for all cases by any plan proponent.
 - b. Parties may request joint hearings on matters pending in any of the jointly administered cases.
 - c. Other: See below.
3. The caption of the jointly administered cases shall read as follows:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i> ,)	
Debtors. ¹	)	Case No. 24-90165-MI
	)	(Jointly Administered)
)	
)	

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

4. The foregoing caption satisfies the requirements set forth in Bankruptcy Code section 342(c)(1).

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors other than CURO Group Holdings Corp. to reflect the joint administration of these Chapter 11 Cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas directing the joint administration of the chapter 11 cases of: CURO Group Holdings Corp. (Case No. 24-90165-MI); Curo Financial Technologies Corp. (Case No. 24-90166-MI); Curo Intermediate Holdings Corp. (Case No. 24-90169-MI); Curo Management, LLC (Case No. 24-90190-MI); Curo Collateral Sub, LLC (Case No. 24-90170-MI); CURO Ventures, LLC (Case No. 24-90172-MI); CURO Credit, LLC (Case No. 24-90175-MI); Ennoble Finance, LLC (Case No. 24-90177-MI); Ad Astra Recovery Services, Inc., (Case No. 24-90179-MI); Attain Finance, LLC (Case No. 24-90181-MI); First Heritage Credit, LLC (Case No. 24-90183-MI); First Heritage Credit of Alabama, LLC (Case No. 24-90185-MI); First Heritage Credit of Louisiana, LLC (Case No. 24-90186-MI); First Heritage Credit of Mississippi, LLC (Case No. 24-90187-MI); First

Heritage Credit, of South Carolina LLC (Case No. 24-90167-MI); First Heritage Credit of Tennessee, LLC (Case No. 24-90168-MI); SouthernCo Inc. (Case No. 24-90171-MI); Heights Finance Holding Co. (Case No. 24-90173-MI); Southern Finance of South Carolina, Inc. (Case No. 24-90174-MI); Southern Finance of Tennessee Inc. (Case No. 24-90176-MI); Covington Credit of Alabama, Inc. (Case No. 24-90178-MI); Quick Credit Corporation (Case No. 24-90180-MI); Covington Credit, Inc. (Case No. 24-90182-MI); Covington Credit of Georgia, Inc. (Case No. 24-90184-MI); Covington Credit of Texas (Case No. 24-90164-MI); Heights Finance Corporation (Case No. 24-90189-MI); Heights Finance Corporation (Case No. 24-90191-MI); LendDirect Corp. (Case No. 24-90188-MI); CURO Canada Corp. (Case No. 24-90192-MI). The docket in Case No. 24-90165-MI should be consulted for all matters affecting this case. **All further pleadings and other papers shall be filed, and all further docket entries shall be made, in Case No. 24-90165-MI.**

6. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the Southern District of Texas shall keep, one consolidated docket, one file and one consolidated service list for these Chapter 11 Cases.

7. A separate claim register for each Debtor shall be maintained by the Debtors' proposed Claims and Noticing Agent, Epiq Corporate Restructuring, LLC.

8. Any party in interest may request joint hearings on matters pending in any of these Chapter 11 Cases.

9. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these Chapter 11 Cases, and this

Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

10. Notice of the Motion as provided therein shall be deemed good and sufficient, and such notice satisfies the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules.

11. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Dated: March 25, 2024
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit "C"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS’ EMERGENCY MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS (I) AUTHORIZING
THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR
CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK
ACCOUNTS, (B) MAINTAIN EXISTING BUSINESS FORMS AND (C) PERFORM
INTERCOMPANY TRANSACTIONS; AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024 at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur’s conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link Judge Isgur’s home page. The meeting code is “JudgeIsgur”. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Isgur’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

Relief Requested

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and the “Final Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System (as defined below) and maintain their existing Bank Accounts (as defined below), including honoring certain prepetition obligations related thereto, (b) maintain existing Business Forms (as defined below) and (c) perform Intercompany Transactions (as defined below); and (ii) granting related relief. Additionally, the Debtors request that the Court schedule a final hearing 21 days after the commencement of these Chapter 11 Cases, or as soon thereafter as is convenient for the Court, to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are Bankruptcy Code sections 345, 363, 503 and 507, Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their

businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

The Cash Management System

8. To facilitate the efficient operation of their businesses, the Debtors and their non-debtor affiliates maintain an integrated, centralized cash management system (the “Cash Management System”) to collect, transfer, and disburse funds generated by their operations, as

illustrated and summarized on **Exhibit 1** attached to the Interim Order and Final Order. The Cash Management System facilitates cash monitoring, forecasting, and reporting, and enables the Debtors to maintain control over the administration of approximately 249 bank accounts (each a “Bank Account” and, collectively, the “Bank Accounts”) maintained with multiple banks (collectively, the “Cash Management Banks”), as listed on **Exhibit 2** attached to the Interim Order and Final Order and as described below. In addition, nine bank accounts are maintained by or on behalf of the Non-Debtor SPVs² in connection with the Securitization Program (as defined below), each of which is also listed on **Exhibit 2**.

9. The Cash Management System is similar to systems commonly employed by businesses comparable in size and scale to the Company. The Debtors’ treasury department maintains daily oversight over the Cash Management System and utilizes cash management controls for entering, processing and releasing funds, including in connection with Intercompany Transactions (as defined below). The Debtors’ treasury and accounting departments regularly reconcile the Debtors’ books and records to ensure that all transfers are accounted for properly and for cash forecasting purposes. The Cash Management System is vital to the Company’s ability to conduct its operations. Any disruption of the Cash Management System would be extremely detrimental to the Debtors’ operations, as their businesses require prompt access to cash and accurate cash tracking.

² The following special purpose vehicle entities are non-debtor affiliates of the Debtors that are parties to the Securitization Program (as defined below): (i) First Heritage Financing I LLC, (ii) Heights Financing I LLC, (iii) Heights Financing II LLC, (iv) CURO Canada Receivables Limited Partnership, (v) CURO Canada Receivables GP, Inc., (vi) CURO Canada Receivables II Limited Partnership, and (vii) CURO Canada Receivables II GP Inc. (the special purpose vehicle entities, collectively, the “Non-Debtor SPVs”).

I. The Bank Accounts and Flow of Funds.

10. The Cash Management System is tailored specifically to meet the Company’s operating needs—enabling the Debtors to effectively and centrally control and monitor corporate funds, ensure cash availability and liquidity, comply with the requirements of their financing agreements, reduce administrative expenses by facilitating the movement of funds, and facilitate the tracing of accurate account balances. These controls are critical given the significant volume of cash transactions managed through the Cash Management System each day.

11. The Debtors’ Cash Management System is generally organized around the following categories, each representing a major segment of the Company’s operations in the U.S. and Canada, as illustrated on **Exhibit 1**: (i) operating accounts out of which the Company issues and funds loans to its customer-borrowers (the “Branch Operations Accounts”); (ii) collection accounts in which the Debtors collect loan repayments from customer-borrowers for themselves and on behalf of the Non-Debtor SPVs (the “Customer Payment Collection Accounts”); (iii) accounts that are used to facilitate the Securitization Program³ (the “SPV Funding Accounts” and together with the Customer Payment Collection Accounts, the “Securitization Program Accounts”) and in which accounts the applicable collateral agent, on behalf of the Non-Debtor SPVs, holds funds for the benefit of the lenders and other secured parties under the Securitization Program; (iv) accounts through which the Debtors facilitate their corporate operational expenses, such as their payroll, accounts payable to vendors, and healthcare and other benefits (the

³ As further discussed in the First Day Declaration, as of the Petition Date, the Debtors are party to certain loan receivables securitization programs (collectively, the “Securitization Program”), whereby receivables from loans made by the Debtors to customer-borrowers are sold for cash consideration to the Non-Debtor SPVs. Concurrently with this Motion, the Debtors are seeking entry of an order pursuant to the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling, Contributing and Servicing Receivables and Related Rights Pursuant to the Securitization Program, (II) Modifying The Automatic Stay, (III) Scheduling A Final Hearing, and (IV) Granting Related Relief* (the “Securitization Program Motion”) to continue their Securitization Program on a postpetition basis.

“Corporate Operations Accounts”); (v) standalone accounts that have been funded on a one-off basis to satisfy various contractual obligations of the Debtors (the “Standalone Accounts”) and (vi) certain dormant and/or legacy accounts that are currently non-operational—many of which are currently pending closure (the “Non-Operational Accounts”).⁴

12. As of the Petition Date, the Debtors have approximately \$35 million in cash on hand. The Bank Accounts (other than the Non-Operational Accounts) are described further in the following table:⁵

Bank Account(s)	Account Description
<i>Curo Management LLC (US) – Corporate Operations Accounts</i>	
<p><u>Main Operating Account</u></p> <p><i>Wells Fargo Account ending in 6540</i></p>	<p>The Debtors maintain their primary operating account with Wells Fargo (the “<u>Main Operating Account</u>”), which serves as the Debtors’ centralized operating account for the Cash Management System. Funds are swept periodically into the Main Operating Account from various Debtor and non-debtor Bank Accounts through Intercompany Transactions, as described further below. The Main Operating Account also receives other miscellaneous deposits.</p> <p>The Main Operating Account funds the Payroll Account (as defined below), Accounts Payable Account (as defined below), Curo Customer Refunds Account (as defined below), Ad Astra Expense Account (as defined below), Customer Referrals Account (as defined below), Curo HCA Account (as defined below), Heights Branch Checks Account (as defined below), First Heritage Account (as defined below), Heights Automated Clearing House (ACH) Funding Account (as defined below), First Heritage ACH Funding Account (as defined below), and Title Fees Account (as defined below) through a zero balance account hierarchy. On an as-needed basis, Curo Management LLC transfers funds to Curo Canada Corp.’s Canada Main Operating Account (as defined below) from the Main Operating Account. Historically, prepetition borrowings under the Securitization Program were funded into the Main Operating Account, and certain interest and principal repayments of the Company’s funded debt were made out of this account.</p>
<p><u>Payroll Account</u></p> <p><i>Wells Fargo Account ending in 6494</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain payroll-related obligations (the “<u>Payroll Account</u>”). The Debtors fund the Payroll Account with cash from the Main Operating Account. The Payroll Account is a zero-balance account. The payroll wire is completed biweekly via reverse wire debit from ADP, the payroll processor.</p>

⁴ A schedule of Non-Operational Accounts is also attached as **Exhibit 3** to each of the Interim Order and Final Order.

⁵ The Company also maintains an account at Wells Fargo (ending in 9522) in the name of its political action committee Curo Financial Technologies Corp. PAC, which for the avoidance of doubt is not a business entity and not a Debtor in these Chapter 11 Cases.

Bank Account(s)	Account Description
<p><u>Curo Customer Refunds Account</u> <i>Wells Fargo Account ending in 8459</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer legacy Speedy Cash customer check refunds (the "<u>Curo Customer Refunds Account</u>"). This account is no longer in use; however, it remains open to process legacy customer check refunds that are currently held in escheatment with their respective states.</p>
<p><u>Ad Astra Expense Account</u> <i>Wells Fargo Account ending in 8097</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer legacy Ad Astra expense checks (the "<u>Ad Astra Expense Account</u>"). The account is no longer in use; however, it remains open to process legacy Ad Astra check expenses.</p>
<p><u>Accounts Payable Account</u> <i>Wells Fargo Account ending in 0363</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain vendor obligations (the "<u>Accounts Payable Account</u>"). The Debtors fund the Accounts Payable Account with cash from the Main Operating Account. The Accounts Payable Account is a zero-balance Account. The account is debited daily for all Accounts Payable items processed by the third-party payment InvoicePay via ACH or check.</p>
<p><u>Curo HCA Account</u> <i>Wells Fargo Account ending in 6275</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain healthcare benefits (the "<u>Curo HCA Account</u>"). The Debtors fund the Curo HCA Account with cash from the Main Operating Account. The Curo HCA Account is a zero-balance Account. The account debits for health care and benefits are completed via ACH debit by United Healthcare (UMR), Optum, WEX Health Inc, AEGON USA, Navia Benefit and other healthcare and benefits vendors.</p>
<p><u>Heights Legacy Operating Account</u> <i>Wells Fargo Account ending in 5680</i></p>	<p>The Debtors maintain a legacy operating account for Heights Finance. This account is pending closure after the Heights credit card program monthly fees are moved to the Curo Accounts Payable Account, and the Customer Referrals Account has its zero-balance account hierarchy changed to roll up to the Main Operating Account.</p>
<p><u>Professional Fees Escrow Account</u> <i>Wells Fargo Account ending in 1317</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer their professional fees payment obligations under the Plan (the "<u>Professional Fees Escrow Account</u>"). The Debtors will fund the Professional Fees Escrow Account with cash from the Main Operating Account.</p>
<p><u>Utilities Adequate Assurance Deposit Account</u> <i>Wells Fargo Account ending in 1309</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer their Adequate Assurance Deposit (as defined in the Utilities Motion) obligations under the Utilities Motion (the "<u>Utilities Adequate Assurance Deposit Account</u>"). The Debtors will fund the Utilities Adequate Assurance Deposit Account with cash from the Main Operating Account.</p>
<i>U.S. Branch Operations Accounts</i>	
<p><u>Customer Referrals Account</u> <i>Wells Fargo Account ending in 4040</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain customer referral obligations (the "<u>Customer Referrals Account</u>"). The Debtors fund the Customer Referral Account with cash from the Main Operating Account. The Customer Referrals Account is a zero-balance Account. The customer referral program is for field branches that have customers who refer another individual to obtain a loan with the Company and are awarded a check upon completion of the new customer's loan.</p>
<p><u>Heights Branch Checks Account</u> <i>Wells Fargo Account ending in 2889</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain customer check loan origination obligations (the "<u>Heights Branch Checks Account</u>"). The Debtors fund the Heights Branch Checks Account with cash from the Main Operating Account. The is a zero-balance account. Checks are issued in field locations daily.</p>

Bank Account(s)	Account Description
<p><u>First Heritage Branch Checks Account</u> <i>Wells Fargo Account ending in 2340</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain customer check loan origination obligations (the “<u>First Heritage Branch Checks Account</u>”). The Debtors fund the First Heritage Branch Checks Account with cash from the Main Operating Account. The First Heritage Branch Checks Account is a zero-balance account. Checks are issued in field locations daily.</p>
<p><u>Heights ACH Funding Account</u> <i>Wells Fargo Account ending in 0790</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain Heights ACH funding obligations (the “<u>Heights ACH Funding Account</u>”). The Debtors fund the Heights ACH Funding Account with cash from the Main Operating Account. The Heights ACH Funding Account is a zero-balance Account.</p>
<p><u>First Heritage ACH Funding Account</u> <i>Wells Fargo Account ending in 7106</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain First Heritage ACH funding obligations (the “<u>Heights Heritage ACH Funding Account</u>”). The Debtors fund the First Heritage ACH Funding Account with cash from the Main Operating Account. The First Heritage ACH Funding Account is a zero-balance Account.</p>
<p><u>Title Fees Account</u> <i>Wells Fargo Account ending in 8744</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain branch title fee obligations (the “<u>Title Fees Account</u>”). The Debtors fund the Title Fees Account with cash from the Main Operating Account. The Title Fee Account is a zero-balance account. Branches operating in states that allow secured loans via personal vehicle title debit the Debtors’ Title Fee Account daily after processing title lookups on customers obtaining secured loans.</p>
<p><u>Live Check Main Account</u> Texas Capital Bank (TCB) Account ending in 6274</p>	<p>The Debtors maintain a Bank Account with Texas Capital Bank to administer certain Heights and First Heritage live check obligations (the “<u>Live Check Main Account</u>”). The Debtors fund the Live Check Main Account with cash from Curo Management LLC’s Main Operating Account via wire. The Live Check Main Account is controlled as the debit account for the two additional live check zero balance accounts within Texas Capital Bank for Heights and First Heritage mailed live checks for customer loan originations.</p>
<p><u>Heights Live Check Account</u> Texas Capital Bank (TCB) Account ending in 1277</p>	<p>The Debtors maintain a Bank Account with Texas Capital Bank to administer certain Heights live check obligations (the “<u>Heights Live Check Account</u>”). The Heights Live Check Account is funded by the Live Check Main Account via zero balance account hierarchy. This Account is utilized for all Heights live checks mailed by the Debtors.</p>
<p><u>First Heritage Live Check Account</u> Texas Capital Bank (TCB) Account ending in 2480</p>	<p>The Debtors maintain a Bank Account with Texas Capital Bank to administer certain First Heritage live check obligations (the “<u>First Heritage Live Check Account</u>”). This account is funded by the Live Check Main Account via zero balance account hierarchy. This Account is utilized for all First Heritage live checks mailed by the Debtors.</p>

Bank Account(s)	Account Description
U.S. Collection Accounts	
<p><u>Heights Collection Account</u></p> <p><i>Wells Fargo Account ending in 8378</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain branch Heights collections obligations (the “<u>Heights Collection Account</u>”). The Debtors’ branch locations deposit checks from customers for their loan repayments into the Heights Collection Account online. The Debtor receives additional ACH and wire credits for customer payments initiated via debit card in this Bank Account. The loan insurance program Fortegra processes daily ACH deposits into the Heights Collection Account for loan insurance claims owed to the Debtor. Wells Fargo processes ACH customer debit payments daily for web and telephone payments initiated by customers after receiving confirmation from the Debtor’s loan management system. The Heights Collection Account processes three daily disbursements for the prior day branch collections determined by an internal daily payment bifurcation report. The Debtors send one wire transfer to the Main Operating Account for collections due to the Debtor, and one additional wire transfer to the Heights SPV I Collection Account maintained by ComputerShare. The third disbursement is completed via wire for prior day collections due to the Heights SPV II Collection Account.</p>
<p><u>First Heritage-Heights II Collection Account</u></p> <p><i>Wells Fargo Account ending in 5058</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo to administer certain Heights II and First Heritage branch collection obligations (the “<u>First Heritage-Heights II Collection Account</u>”). The branch locations deposit into the First Heritage-Heights II Collection Account only money orders and checks, and do not carry cash. The Debtors receive additional ACH and wire credits for customer payments initiated via debit card. The loan insurance program Fortegra processes daily ACH deposits into the First Heritage-Heights II Collection Account for loan insurance claims owed to the Debtors. Wells Fargo processes ACH customer debit payments daily for web and telephone payments initiated by customers after receiving confirmation from the Debtors’ loan management system. The First Heritage-Heights II Collection Account processes three daily disbursements for the prior day branch collections determined by an internal daily payment bifurcation report: (i) one book transfer to the Main Operating Account for collections due to the Debtor, (ii) one book transfer to the First Heritage SPV I Collection Account and (iii) one book transfer to the Heights SPV II Trust Account maintained.</p>
SPV Funding Accounts (Non-Debtor SPVs)	
<p><u>Heights SPV I Account</u></p> <p><i>ComputerShare Trust Account ending in 7500</i></p>	<p>ComputerShare maintains a bank account for the Heights SPV I facility (the “<u>Heights SPV I Account</u>”). This account is funded daily via book transfer from the Heights Collections Account for previous day Height’s customer payment collections. The book transfer amount is determined daily by the payment bifurcation report that determines the amount of collections due to the non-debtor special purpose vehicle Heights Financing I, LLC. On the third business day prior to the fifteenth day of each month a waterfall packet is submitted by SouthernCo, Inc. (as servicer), reconciling all collections for the prior month sent to the Heights SPV I Collection Account. Once reviewed and approved by the SPV administrative agent, on the fifteenth day of each calendar month (or, if not a business day, the next business day) the prior month ending balance amount is disbursed by Computershare to the parties determined within the waterfall packet (the SPV lender, Southern Co, Inc. (as servicer), and any agency providing services). In addition to the monthly report, there is also a weekly servicer report which shows the releases of funds swept to Curo’s Wells Fargo collection account.</p>

Bank Account(s)	Account Description
<p><u>Heights SPV I Reserve Account</u> <i>ComputerShare Trust Account ending in 7501</i></p>	<p>ComputerShare maintains a reserve account for the Heights SPV I facility (the “<u>Heights SPV I Reserve Account</u>”). The account is funded on an as need basis determined by a monthly waterfall packet submitted on the third business day prior to the fifteenth day of the month (as described in the Heights SPV I Collection Account description). Funds are released from the account in the event disbursements from the Heights SPV I Account are insufficient to make the waterfall payments.</p>
<p><u>First Heritage SPV I Account</u> <i>ComputerShare Trust Account ending in 0800</i></p>	<p>ComputerShare maintains a bank account for the First Heritage SPV I facility (the “<u>First Heritage SPV I Account</u>”). This account is funded daily via book transfer from the First Heritage-Heights II Collections Account for previous day First Heritage customer payment collections. The book transfer amount is determined daily by the payment bifurcation report that determines the amount of collections due to the non-debtor special purpose vehicle First Heritage Financing I, LLC. All previous day collections are swept to the ComputerShare account automatically, the only funds not swept are held over to keep a minimum balance for turn of customer payments. On the third business day prior to the fifteenth day of each month a waterfall packet is submitted by First Heritage Credit, LLC (as servicer), reconciling all collections for the prior month sent to the First Heritage SPV I Collection Account. Once reviewed and approved by the SPV administrative agent, on the fifteenth day of each calendar month (or, if not a business day, the next business day) the prior month ending balance amount is disbursed by Computershare to the parties determined within the waterfall packet (the SPV lender, First Heritage Credit, LLC (as servicer), and any agency providing services).</p>
<p><u>First Heritage SPV I Reserve Trust Account</u> <i>ComputerShare Trust Account ending in 0801</i></p>	<p>ComputerShare maintains a reserve account for the First Heritage SPV I facility (the “<u>First Heritage SPV I Reserve Account</u>”). The account is funded on an as need basis determined by a monthly waterfall packet submitted on the third business day prior to the fifteenth day of the month (as described in the First Heritage SPV I Trust Collection Account description). Funds are released from the account in the event disbursements from the First Heritage SPV I Account are insufficient to make the waterfall payments.</p>
<p><u>Heights SPV II Account</u> <i>Axos Bank (Axos) Account ending in 6101</i></p>	<p>Midtown Madison Management LLC (“<u>Midtown</u>”), in its capacity as paying agent, maintains a collections account for non-debtor Heights Financing II, LLC’s (“<u>Heights SPV II</u>”) Securitization Program at Axos in the name of Heights SPV II (the “<u>Heights SPV II Account</u>”). The Heights SPV II Account is funded daily via wire from the Heights Collection Account and First Heritage-Heights II Collection Account for previous day Heights customer payment collections. The wire amount is determined daily by a payment bifurcation report that determines the amount of collections due to Heights SPV II. On the third business day prior to the fifteenth day of each month, SouthernCo, Inc. (as servicer) submits a waterfall packet reconciling all collections for the prior month sent to the Heights SPV II Account. Once reviewed and approved by Midtown, in its capacity as administrative agent, on the fifteenth calendar day of the month (or, if not a business day, the next business day), the prior month ending balance amount is disbursed by Midtown, as paying agent, to the parties determined within the waterfall packet (SouthernCo, Inc. (as servicer), the Securitization Program Lenders, and any agency providing services).</p>

Bank Account(s)	Account Description
<p><u>Heights SPV II Reserve Account</u></p> <p><i>Axos Bank (Axos) Account ending in 6119</i></p>	<p>Midtown maintains a reserve account for Heights SPV II's Securitization Program (the "<u>Heights SPV II Reserve Account</u>") at Axos. This account is funded on an as-need basis determined by the monthly waterfall packet submitted on the third business day prior to the fifteenth day of the month (as described in Heights SPV II Account description). Funds are released from the account in the event disbursements from the Heights SPV II Collection Account are insufficient to make the waterfall payments.</p>
<p><u>WAM SPV I</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 8523</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer a special purpose vehicle ("<u>WAM SPV I</u>") backed by Waterfall Asset Management, LLC ("<u>WAM</u>") (the "<u>WAM SPV I Account</u>"). The WAM SPV I Account is funded daily for previous day customer payments pledged to WAM SPV I as determined by an internal WAM daily rollforward report. Every Thursday funds are transferred from the WAM SPV I Account to the WAM SPV I Transfer Account (as defined below), which funds are then transferred to the Canada Main Operating Account. The Thursday funds transfer amount is provided through a completed weekly servicer report, and once agreed upon by WAM and Curo Canada Corp., the funds are transferred by Curo Canada Corp. on the designated date. The second Thursday of each month a monthly service report is completed and once agreed by WAM and Curo Canada Corp., the designated funds are moved from the WAM SPV I Account to the WAM SPV I Transfer Account as described below in the WAM SPV I Transfer Account description.</p>
<p><u>WAM SPV I Transfer Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 9638</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer <u>WAM SPV I</u> backed by WAM (the "<u>WAM SPV I Transfer Account</u>"). Funds are transferred out of the WAM SPV I Transfer Account each Thursday based on the weekly service report submitted and agreed to by WAM, and Curo Canada Corp. to the Canada Main Operating Account. Every second Thursday of the month a monthly service report is agreed upon by Curo Canada Corp. and WAM. Funds are transferred from the WAM SPV I Account to the WAM SPV I Transfer Account for the full amount of the monthly servicer report. Funds due back to WAM or any servicing agent are then wired from the WAM SPV I Transfer Account to the designated party. The remaining amount due back to Curo Canada Corp from the monthly service report is transferred to the Canada Main Operating Account.</p>
<p><u>ACM SPV II Account</u></p> <p><i>National Bank of Canada (NBC) Account ending in 0524</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with National Bank of Canada to administer a special purpose vehicle ("<u>ACM SPV II</u>") backed by Atalaya Capital Management ("<u>ACM</u>") (the "<u>ACM SPV II Account</u>"). The ACM SPV II Account is funded daily for previous day customer payments pledged to ACM SPV II as determined by an internal ACM daily rollforward report. Each Thursday a weekly service report is submitted and agreed upon by ACM and Curo Canada Corp. for funds to be transferred back to the Canada Main Operating Account via wire. The second Thursday of every month a monthly servicer report is submitted, and once agreed upon by ACM and Curo Canada Corp., funds are wired from the ACM SPV II Account to any servicing agents, ACM, and the remaining amount as determined by the monthly servicer report is wired back to the Canada Main Operating Account.</p>

Bank Account(s)	Account Description
<i>Curo Canada Corp. – Corporate Operations Accounts</i>	
<p><u>Canada Main Operating Account</u> <i>Royal Bank of Canada (RBC) Account ending in 3138</i></p>	<p>Debtor Curo Canada Corp. maintains its primary operating account with Royal Bank of Canada (the “<u>Canada Main Operating Account</u>”). Funds are swept periodically into the Canada Main Operating Account from various Bank Accounts through Intercompany Transactions, as described further below. On an as-needed basis, funds are transferred between the Canada Main Operating Account and the Main Operating Account depending on the cash needs of the Curo Management LLC and Curo Canada Corp. The Canada Main Operating Account also earns interest income and receives other miscellaneous deposits.</p> <p>The Canada Main Operating Account funds the Canada Payroll Account (as defined below), each of the Canda EFT Transfer Account (as defined below), Canada Visa Funding Account (as defined below), Canada Accounts Payable Account (as defined below), Canada Western Union Money Orders Account (as defined below), Canada Telpay (as defined below), Canada Branch Money Orders (as defined below), Canada Lendirect Account (as defined below), and Main Operating Account, as needed. Historically, prepetition borrowings under the Debtors’ Special Purpose Vehicle credit facility were funded into the Canada Main Operating Account, and certain interest and principal repayments of the Company’s debt were made out of this account.</p>
<p><u>Canada Payroll Account</u> <i>Royal Bank of Canada (RBC) Account ending in 4275</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain payroll-related obligations (the “<u>Payroll Account</u>”). The Canada Payroll Account is funded with cash from the Canada Main Operating Account. Payroll is completed on Wednesdays on a biweekly basis via wire.</p>
<p><u>Canada Accounts Payable Account</u> <i>Royal Bank of Canada (RBC) Account ending in 3528</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain vendor obligations (the “<u>Canada Accounts Payable Account</u>”). The Canada Accounts Payable Account is funded with cash from the Canada Main Operating Account.</p>
<p><u>Canada Telpay Funding Account</u> <i>Royal Bank of Canada (RBC) Account ending in 2718</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Telpay obligations (the “<u>Canada Telpay Funding Account</u>”). The Canada Telpay Account is funded with cash from the Canada Main Operating Account.</p>
<i>Canada Branch Operations Accounts</i>	
<p><u>Canada EFT Funding Account</u> <i>Royal Bank of Canada (RBC) Account ending in 8735</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Electronic Funds Transfer (“<u>EFT</u>”) customer loan obligations (the “<u>Canada EFT Funding Account</u>”). The Canada EFT Funding Account is funded with cash from the Canada Main Operating Account. Funding is disbursed from the Canada EFT Funding Account through the Canadian EFT network.</p>
<p><u>Canada EFT Funding Account II</u> <i>Royal Bank of Canada (RBC) Account ending in 2026</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain EFT customer loan obligations (the “<u>Canada EFT Funding Account II</u>”). The Canada EFT Funding Account II is funded with cash from the Canada Main Operating Account. Funding is disbursed from the Canada EFT Funding Account II through the Canadian EFT network.</p>

Bank Account(s)	Account Description
<p><u>Canada Visa Funding Account</u> <i>Royal Bank of Canada (RBC) Account ending in 0905</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Visa card funding obligations (the "<u>Canada Visa Funding Account</u>"). The Canada Visa Funding Account is funded with cash from the Canada Main Operating Account. The Visa funding product is offered by Curo Canada Corp. as an instant funding option for customers with Visa cards held with the Debtor.</p>
<p><u>Canada Western Union Money Orders Account</u> <i>Royal Bank of Canada (RBC) Account ending in 2668</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Western Union money order obligations (the "<u>Canada Western Union Money Orders Account</u>"). The Canada Western Union Money Orders Account is funded with cash from the Canada Main Operating Account. Western Union will directly debit the account for all previous and current day money orders cashed on behalf of the Curo Canada Corp.</p>
<p><u>Canada Branch Money Orders Account</u> <i>Royal Bank of Canada (RBC) Account ending in 2767</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain branch money order obligations (the "<u>Canada Branch Money Orders Account</u>"). Debtor Curo Canada Corp. funds the Canada Branch Money Orders Account with cash from the Canada Main Operating Account. Customers issued money orders from branch locations that are deposited or cashed are debited directly by the bank on behalf of Curo Canada Corp. from this account.</p>
<p><u>Canada LendDirect Account</u> <i>Royal Bank of Canada (RBC) Account ending in 9903</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain LendDirect obligations (the "<u>Canada LendDirect Account</u>"). The Canada LendDirect Account is funded with cash from the Canada Main Operating Account. Loans originated for customers for the LendDirect entity are debited from the Canada LendDirect Account.</p>
<p><i>Canadian Collections Accounts</i></p>	
<p><u>Canada Collections Account</u> <i>Royal Bank of Canada (RBC) Account ending in 0349</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain third-party collection obligations (the "<u>Canada Collections Account</u>"). Curo Canada Corp. transfers funds from the Canada Collections Account on an as needed basis to manage a peg balance within the Canada Collections Account. Payments are transferred via EFT, wire, or bill payment daily by third party payment processors collecting customer payments on behalf of the Debtor.</p>
<p><u>Canada Western Union Collections Account</u> <i>Royal Bank of Canada (RBC) Account ending in 7960</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Western Union collection obligations (the "<u>Canada Western Union Collections Account</u>"). Curo Canada Corp. transfers funds from the Canada Western Union Collections Account on an as needed basis to manage a peg balance within the Canada Western Union Collections Account. Payments are transferred via EFT, wire, or bill payment daily by Western Union for customer payments made via money order to Curo Canada Corp.</p>
<p><u>Canada Online Customer Payments Account</u> <i>Royal Bank of Canada (RBC) Account ending in 2585</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain online customer payments collection obligations (the "<u>Canada Online Customer Payments Account</u>"). Curo Canada Corp. transfers funds from the Canada Online Customer Payments Account on an as needed basis to manage a peg balance within the Canada Online Customers Payments Account. Repay the third-party payment processor transfers funds daily to the Canada Online Customer Payments Account daily for prior day customer collections.</p>

Bank Account(s)	Account Description
<p><u>BC/AB/MB/NS Online Customer Payments</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 6167</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain British Columbia, Alberta, Manitoba, Nova Scotia online customer payments collection obligations (the “<u>BC/AB/MB/NS Online Customer Payments Account</u>”). Curo Canada Corp. transfers funds from the BC/AB/MB/NS Online Customer Payments Account to the Canada Main Operating Account on an as needed basis to manage a peg balance within the BC/AB/MB/NS Online Customer Payments Account. Canadian regulations require customers making payments for the products offered under the Curo Canada Corp. umbrella within provinces of British Columbia, Alberta, Manitoba, Nova Scotia to be separated from other products offered by Curo Canada Corp.</p>
<p><u>Canada Customer Debit Card Collections Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 8917</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain customer debit card collections obligations (the “<u>Canada Customer Debit Card Collections Account</u>”). Curo Canada Corp. transfers funds from the Canada Customer Debit Card Collections Account on an as needed basis to manage a peg balance within the Canada Customer Debit Card Collections Account. Customer payments are processed by the third-party vendor Interact are transferred daily via EFT, wire, or bill payment to this Bank Account.</p>
<p><u>Canada Collections Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 8806</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain collections obligations (the “<u>Canada Collections Account</u>”). Curo Canada Corp. transfers funds from the Canada Collections Account to the Canada Main Operating Account on an as needed basis to manage a peg balance within the Cana Collections Account. Customer payments are processed by the third-party vendor Interact for customers receiving products offered by Curo Canada Corp. Entities located within the provinces of British Columbia, Alberta, and Manitoba are transferred daily via EFT, wire, or bill payment.</p>
<p><u>Canada Store Deposits Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 5147</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to administer certain Store deposit obligations (the “<u>Canada Store Deposits Account</u>”). Curo Canada Corp. transfers funds from the Canada Store Deposits Account to the Canada Main Operating Account on an as needed basis to manage a peg balance within the Store Deposits Account.</p>
<p><i>Standalone Accounts (U.S. & Canada)</i></p>	
<p><u>RBC Letters of Credit Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 1548</i></p>	<p>Debtor Curo Canda Corp. maintains a Bank Account with Royal Bank of Canada to hold collateral for certain letters of credit issued by RBC (the “<u>RBC Letters of Credit Account</u>”). The RBC Letters of Credit Account is funded as needed from the Canada Main Operating Account.</p>
<p><u>LendDirect Insurance Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 8537</i></p>	<p>Debtor LendDirect Corp. maintains a Bank Account with Royal Bank of Canada to satisfy a licensing requirement to segregate into a separate account insurance premiums paid to LendDirect Corp. in New Brunswick, Canada (the “<u>LendDirect Insurance Account</u>”). The LendDirect Insurance Account is funded as needed via funds transfer from the Canada Main Operating Account.</p>

Bank Account(s)	Account Description
<p><u>Curo Canada Corp. Insurance Account</u></p> <p><i>Royal Bank of Canada (RBC) Account ending in 8511</i></p>	<p>Debtor Curo Canada Corp. maintains a Bank Account with Royal Bank of Canada to satisfy a licensing requirement to segregate into a separate account insurance premiums paid to Curo Canada Corp. in New Brunswick, Canada (the "<u>Curo Canda Corp. Insurance Account</u>"). The Curo Canda Corp. Insurance Account is funded as needed via funds transfer from Canada Main Operating Account.</p>
<p><u>Money Market Account</u></p> <p><i>The Bank of Missouri (TBOM) Account ending in 1177</i></p>	<p>The Debtors maintain a money market account (the "<u>Money Market Account</u>") with The Bank of Missouri for Debtor Curo Management LLC. The Money Market Account was initially funded via wire from the Main Operating Account.</p>
<p><u>ACH Collateral Account</u></p> <p><i>Wells Fargo Account ending in 6920</i></p>	<p>Debtor First Heritage Credit LLC maintains a Bank Account with Wells Fargo (the "<u>ACH Collateral Account</u>") to allow First Heritage branches to execute customer card payments processed by Wells Fargo via ACH. Wells Fargo requires the ACH Collateral Account to hold collateral for any customer payment returns. This Bank Account was initially funded from the Main Operating Account.</p>
<p><u>Hanover LOC Account</u></p> <p><i>Wells Fargo Account ending in 5579</i></p>	<p>The Debtors maintain a Bank Account with Wells Fargo (the "<u>Hannover LOC Account</u>") to allow an evergreen letter of credit to be held with Wells Fargo for the benefit of Hanover Insurance Company. The Hannover LOC Account was initially funded via wire from the Main Operating Account. The Bank Account is only funded if the letter of credit is reissued and an updated balance is required.</p>
<p><u>Heights Reinsurance Account</u></p> <p><i>BMO Harris Account ending in 7173</i></p>	<p>The Debtors maintain a Bank Account with BMO Harris to allow reinsurance releases for Heights Reinsurance LTD (the "<u>Heights Reinsurance Account</u>"). Funds are transferred via wire to the account as necessary from the Main Operating Account. Funds are released from this account after the Debtors' finance department has issued a dividend request with Fortegra, the loan insurance provider.</p>
<p><u>Heights Reinsurance Trust Account</u></p> <p><i>Midwest Institutional Trust Account ending in 9058</i></p>	<p>The Debtors maintain a Bank Account with Midwest Institutional Trust to allow reinsurance releases for Heights Reinsurance LTD (the "<u>Heights Reinsurance Trust Account</u>"). The Heights Reinsurance Trust Account releases funds once the Debtors' finance department issues a dividend request with Fortegra, the Debtors' loan insurance provider. Once the dividend is reviewed and approved by Fortegra, the funds are wired to the above Heights Reinsurance Account (7173) held at BMO Harris.</p>

13. With respect to Non-Operational Accounts, the Debtors are either in the process of or contemplate closing such Non-Operational Accounts as soon as practicable. Certain of the Debtors' Cash Management Banks have not been responsive to the Debtors' requests to close such Non-Operational Accounts. Therefore, by this Motion, the Debtors also seek authority to compel

the banks identified on **Exhibit 3** hereto to honor the Debtors' requests to close the applicable Non-Operational Accounts.

II. Intercompany Transactions.

14. The Debtors maintain business relationships with each other and with their non-debtor affiliates⁶ in the ordinary course of their businesses (collectively, the "Intercompany Transactions"), resulting in intercompany receivables and payables (collectively, the "Intercompany Claims").⁷ For the purposes of this Motion and the relief requested hereby, the Intercompany Transactions and the Cash Management System do not include dividends or similar distributions.

15. At any given time, as a result of the Intercompany Transactions, there may be claims owing by one Debtor to another Debtor or between a Debtor and a non-Debtor affiliate in connection with the receipt and disbursement of funds, and there may be recognitions of offsets between the Debtors or between Debtors and non-debtor affiliates. For example, by operation of the Cash Management System, Debtor Curo Management LLC transfers funds out of the Main Operation Account (Wells Fargo 6540) to Debtor Curo Canada Corp.'s Canada Main Operating Account (RBC 3138), and vice-versa, on an as-needed basis depending on whether either entity is operating in excess or a deficiency vis-à-vis its monthly cash forecasting. These Bank Accounts are reconciled monthly on a general ledger that records intercompany receivables and payables

⁶ The Debtors' non-debtor affiliates include the Non-Debtor SPVs, CURO SPV, LLC, Southco Reinsurance, Ltd. (Turks & Caicos), Heights Reinsurance, Ltd. (Turks & Caicos) and Flexiti Financial Technologies (Slovakia) s.r.o. (which is in the process of being wound down).

⁷ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises similar to the Debtors, the Debtors believe the Intercompany Transactions are ordinary course transactions within the meaning of Bankruptcy Code section 363(c)(1) and, thus, do not require the Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course Intercompany Transactions are integral to ensuring the Debtors' ability to operate their businesses.

based on such Intercompany Transactions. As a further example, the Debtors collect funds in connection with loan receivables from their customer-borrowers and then transfer all or a portion of such funds to the Non-Debtor SPVs pursuant to the terms of the Securitization Program. With respect to all Intercompany Transactions, the Debtors closely track all funds and transfers in their accounting system and can ascertain, trace and account for all Intercompany Transactions. Intercompany Transactions are an essential component of the Cash Management System.

16. To the extent the Debtors engage in any postpetition Intercompany Transactions, such Intercompany Transactions are trackable and will be accounted for in accordance with pre-bankruptcy procedures. Accordingly, the Debtors seek authority—and, to the extent applicable, relief from the automatic stay—to continue the Intercompany Transactions in the ordinary course of business on a postpetition basis, in a manner consistent with the Debtors' past practice.

17. To ensure each individual Debtor will not permanently fund the operations of any affiliate, the Debtors respectfully request that, pursuant to Bankruptcy Code sections 503(b) and 364(c)(1), all Intercompany Claims against any Debtor by another Debtor arising after the Petition Date resulting from postpetition payments on account of ordinary course Intercompany Transactions be accorded administrative expense status. If Intercompany Claims are given administrative expense status, each entity utilizing funds flowing through the Cash Management System should continue to bear ultimate repayment responsibility for its ordinary course Intercompany Transactions, reducing the risk that these transactions would jeopardize the recoveries available to the Debtors' creditors. Moreover, the Debtors request the authority to continue the Intercompany Transactions in a manner consistent with historical practices to enable the Debtors to smoothly transition into chapter 11 and ensure certain of the Debtors' revenue streams are not impacted. For the avoidance of doubt, (i) the Intercompany Claims shall be

unsecured and rank junior in priority to the DIP Obligations, the 507(c) Claims, and any superpriority administrative expense claims granted under any order approving the Securitization Program Motion (the “Securitization Program Orders”), and (ii) the Canadian Debtors are not guarantors of the DIP Facility, and no security or administrative expense priority has been requested concerning the DIP Obligations against the estates of the Canadian Debtors.

III. Bank Fees.

18. In the ordinary course of business, the Debtors incur periodic service charges and other fees in connection with maintaining the Cash Management System (collectively, the “Bank Fees”). The Debtors incur approximately \$293,000 per month on account of the Bank Fees in the aggregate. Historically, the Bank Fees have been debited directly out of the Debtors’ Bank Accounts. The Debtors estimate that approximately \$257,000 in prepetition Bank Fees have accrued and are unpaid as of the Petition Date. Accordingly, the Debtors seek authority to pay all prepetition Bank Fees and continue paying the Bank Fees in the ordinary course on a postpetition basis, consistent with historical practices.

IV. Business Forms.

19. As part of their Cash Management System, the Debtors use various preprinted business forms (including checks, letterhead, correspondence forms, invoices, and other business forms) in the ordinary course (collectively, the “Business Forms”). The Debtors also maintain books and records to document their financial results and a wide array of operating information (collectively, the “Books and Records”). To minimize expenses to their estates and avoid confusion during the pendency of these Chapter 11 Cases, the Debtors request that the Bankruptcy Court authorize the Debtors’ continued use of all Business Forms and Books and Records in a manner consistent with prepetition practice, without reference to the Debtors’ status as debtors in possession. Once the Debtors have exhausted their existing stock of Business Forms, they will

ensure that any new Business Forms are clearly labeled “Debtor in Possession” and, with respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled “Debtor in Possession.”

V. The Customer Loans

20. As more fully described in the First Day Declaration, the Company is a full-spectrum consumer credit lender serving U.S. and Canadian customers. In the ordinary course of their businesses, the Debtors’ operations include a broad range of direct-to-consumer finance products focusing on installment loans and revolving line of credit loans (collectively, the “Customer Loans”). As part of the Cash Management System, the Customer Loans are issued with funds from the Debtors’ various Branch Operations Accounts via check, live check, Automated Clearing House transfer (“ACH”) or electronic funds transfer (“EFT”), as more-fully described in the table in paragraph 12. For the avoidance of doubt, any prepetition loans issued by the Debtors to their customer-borrowers via check, live check, ACH or EFT that have not yet settled as of the Petition Date should be processed by the Cash Management Banks in the ordinary course of business following the Petition Date.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Necessary to the Debtors’ Operations During the Chapter 11 Cases and Efforts to Complete Transactions for the Company.

21. The Cash Management System constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System provides significant benefits to the Debtors including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the seamless operation of the Debtors’ businesses and realize the benefits of the Cash

Management System, the Debtors should be allowed to continue using the Cash Management System and should not be required to open new bank accounts.

22. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish one debtor in possession account for all estate monies required for payment of taxes including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor in possession status of the chapter 11 debtor; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. These requirements are intended to provide a clear distinction between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims.

23. Continuation of the Cash Management System nonetheless should be permitted pursuant to Bankruptcy Code section 363(c)(1), which authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter.” *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *See In re HLC Props., Inc.*, 55 B.R. 685, 686 (Bankr. N.D. Tex. 1985) (finding “no need to further burden the docket or the staff of the Court with a superfluous order” when a transaction is in the ordinary course of business). In granting such relief, courts recognize that an integrated cash management system allows a

debtor “to administer more efficiently and effectively its financial operations and assets.” *In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995).

24. Requiring the Debtors to adopt a new cash management system during these Chapter 11 Cases would be costly, burdensome and disruptive to the Debtors’ operations and their goal to reorganize in an efficient manner. Importantly, the Cash Management System provides the Debtors with the ability to quickly create status reports on the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. As a result, any disruption of the Cash Management System would have a severe and adverse effect on the Debtors’ restructuring efforts. Indeed, absent the relief requested herein, requiring the Debtors to adopt a new, segmented cash management system would cause the Debtors’ operations to grind to a halt, needlessly destroying the value of the Debtors’ business enterprise.

25. By contrast, maintaining the current Cash Management System will facilitate the Debtors’ smooth transition into chapter 11 by minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Moreover, maintaining the current Cash Management System will allow the Debtors’ employees to attend to their daily responsibilities rather than organize and administer a new system.

26. Parties in interest will not be harmed by the Debtors’ maintenance of their existing Cash Management System because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations except as authorized by the Court. The Debtors will continue to work closely with the Cash Management Banks to ensure that appropriate procedures are in place to prevent accounts payable related checks

that were issued prepetition from being honored without the Court's approval. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

27. Accordingly, the Debtors respectfully request that the Court authorize the continued use of the existing Cash Management System to facilitate the Debtors' transition into chapter 11. Specifically, the Debtors request that the Court (a) authorize the Cash Management Banks to continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business; (b) authorize each of the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date (including the completion of any such transaction commenced on or before the Petition Date but not yet settled on or after the Petition Date in connection with the Customer Loans); and (c) authorize the Debtors to continue to pay the Bank Fees, including any prepetition Bank Fees, in the ordinary course of business.

28. Additionally, the Debtors respectfully request that to the extent a Cash Management Bank honors a prepetition check or other item drawn on any account that is the subject of this Motion, either at the direction of the Debtors or on a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Cash Management Bank will not be deemed to be liable to the Debtors or to their estates on account of such prepetition check or other item honored on or after the Petition Date. Such relief is reasonable and appropriate because the Cash Management Banks are not able to independently verify or audit whether the Debtors may pay a particular item in accordance with a Court order or otherwise.

II. Continued Use of Existing Business Forms and Books and Records Will Avoid Unnecessary Administrative and Financial Burdens on the Debtors and their Estates.

29. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue to use their Business Forms and Books and Records, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing forms such as letterhead would be an unnecessary additional expense.

30. The Debtors should be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while maintaining separate records on an entity-by-entity basis to track the operations and results of individual entities across their corporate structure. Continued use of the Debtors' current Books and Records, therefore, will maximize efficiency and decrease administrative burden while maintaining the precise entity-by-entity reporting contemplated by the U.S. Trustee.

III. Payment of Prepetition Obligations Related to the Bank Accounts Will Facilitate a Smooth Transition into Chapter 11 and Will Benefit the Estates.

31. As part of the Cash Management System, the Debtors request authority to pay any prepetition Bank Fees owed on account of their Bank Accounts to their Cash Management Banks and to continue paying postpetition Bank Fees in the ordinary course of business and consistent with the Debtors' prepetition practices.

32. Bankruptcy Code Section 363(b) permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See In re Ionosphere Clubs*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that Bankruptcy Code section 363(b)

provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under Bankruptcy Code section 1107(a), a debtor in possession has, among other things, the “implied duty . . . to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also In re Equalnet Commc’ns Corp.*, 258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (noting that courts authorize debtors to pay, outside of a plan, prepetition claims from “business transactions which are at once individually minute but collectively immense and critical to the survival of the business of the debtor.”).

33. Additionally, under Bankruptcy Code section 105(a), “the court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code. 11 U.S.C. § 105(a); *CoServ*, 273 B.R. at 497 (finding that Bankruptcy Code sections 105 and 1107 provide the authority for a debtor in possession to pay prepetition claims); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business).

34. Indeed, the Debtors’ continued use of the Cash Management System will facilitate their transition into chapter 11 for the benefit of their estates and their stakeholders by, among other things, avoiding administrative inefficiencies and expenses and minimizing delays in the payment of debts that are necessary for the continued operation of the Debtors’ businesses. Certain payments to their Cash Management Banks as the payment of prepetition and postpetition Bank Fees, will help ensure the continuity of the Debtors’ Cash Management System on a go-forward basis at this critical juncture in these Chapter 11 Cases.

IV. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Claims.

35. Intercompany Transactions are made among the Debtors and their non-debtor subsidiaries in the ordinary course of business as part of the Cash Management System. The Debtors currently maintain detailed records of Intercompany Transactions and intend to continue to maintain records of such Intercompany Transactions. The continued transfer of funds between and among the Debtors and their non-debtor subsidiaries in the ordinary course is in the best interest of the Debtors' (and ultimately the Company's) creditors, because all of the Debtors and non-debtor subsidiaries must act in concert to operate and maintain the business of the Company's going-concern enterprise. Any termination of the Intercompany Transactions would significantly disrupt the Cash Management System and would result in adverse consequences to the Debtors and their estates. Accordingly, the continued performance of the Intercompany Transactions is in the best interest of the Debtors' estates and their creditors, and, as such, the Debtors should be authorized to continue performance in the ordinary course.

36. As the Intercompany Transactions have historically been essential components of the Cash Management System, the Debtors request the authority to continue conducting the Intercompany Transactions in the ordinary course on a postpetition basis and request that, pursuant to Bankruptcy Code sections 503(b)(1) and 364(b), all Intercompany Claims on account of valid postpetition transfers from a Debtor or a non-debtor affiliate to a Debtor be accorded administrative expense status. This relief will ensure that no Debtor or non-debtor affiliate will fund the operations of a Debtor at the expense of such entity's creditors.

V. Cause Exists for Waiving the Investment and Deposit Guidelines of Bankruptcy Code Section 345 and the Authorized Depository Requirement of the U.S. Trustee Guidelines.

37. To the extent the Cash Management System does not strictly comply with Bankruptcy Code section 345 and/or the U.S. Trustee’s Operating Guidelines and Financial Reporting Requirements for Debtors-in-Possession and Trustees (the “U.S. Trustee Guidelines”), the Debtors submit that cause exists to temporarily suspend the requirements of section 345(b) and the U.S. Trustee Guidelines for an interim period of thirty days from the Petition Date, without prejudice to the Debtors’ ability to seek further extensions to the extent necessary.

38. Bankruptcy Code section 345(a) authorizes the deposit or investment of money of a debtor’s estate, such as cash, as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). While Bankruptcy Code section 345(b) generally requires that, with respect to investments other than investments “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” the estate must require a bond in favor of the United States secured by the undertaking of a U.S. Trustee-approved corporate surety, it allows the Court to dispense with this limitation “for cause.” *Id.* § 345(b).

39. Accordingly, it is within the Court’s discretion to waive or modify the investment guidelines of Bankruptcy Code section 345(b) for “cause.” *See Id.* § 345(b)(2); *In re Serv. Merch. Co.*, 240 B.R. 894, 896-97 (Bankr. M.D. Tenn. 1999) (concluding that “cause” existed to waive requirements of section 345 because the benefit of waiving the requirements of section 345(b) “far outweighed any potential harm to the estate”); *see also* H.R. Rep. 103-835, 103rd Cong., 2d Sess. 47 (Oct. 4, 1994), *reprinted in* 1994 U.S.C.C.A.N. 3340, 3354 (noting that section 345(b) investment guidelines may be “wise in the case of a smaller debtor with limited funds that cannot

afford a risky investment to be lost, [but] can work to needlessly handcuff larger, more sophisticated debtors”).

40. In determining whether the “for cause” standard has been satisfied, the Court should consider the “totality of the circumstances,” utilizing the following factors:

- a. the sophistication of the debtor’s business;
- b. the size of the debtor’s business operations;
- c. the amount of the investments involved;
- d. the bank ratings (Moody’s and S&P) of the financial institutions where the debtor in possession funds are held;
- e. the complexity of the case;
- f. the safeguards in place within the debtor’s own business of insuring the safety of the funds;
- g. the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions;
- h. the benefit to the debtor;
- i. the harm, if any, to the estate; and
- j. the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case.

In re Serv. Merch. Co., 240 B.R. at 896.

41. The vast majority of the Bank Accounts comply with Bankruptcy Code section 345(b) because they are maintained at institutions insured by the Federal Deposit Insurance Corporation (the “FDIC”). As of the Petition Date, the Debtors maintained Bank Accounts at 27 FDIC-insured Cash Management Banks: Axiom Bank, Axos Bank, Bank of Missouri, BMO, BNA Bank, Cadence Bank, CIBC Bank USA, Citizens Community Federal, Community Bank, First Horizon, First National of Huntsville, First Premier Bank, First State Bank, Hancock Whitney Bank, Iberia Bank, JD Bank, Metropolitan Commercial Bank, One Bank of Tennessee, Republic

Bank, Sabine State Bank, Simmons Bank, Stride, Texas Capital Bank, The Cottonport Bank, The First Bank, Truist, United Community Bank, Wells Fargo and West Tennessee Bank. The majority of the Debtors' Bank Accounts at these Cash Management Banks typically do not have balances in excess of the FDIC-insured limit.

42. The Debtors' Bank Accounts held at two Cash Management Banks in Canada are not FDIC insured: Royal Bank of Canada and National Bank of Canada. However, all three of these institutions are well-capitalized and highly-rated, and maintaining the Bank Accounts at these Cash Management Banks is necessary to facilitate the Debtors' operations in Canada.

43. Further, Cadence Bank, First Horizon, Iberia Bank, Metropolitan Commercial Bank, Texas Capital Bank, Truist and Wells Fargo are also designated as authorized depositories pursuant to the U.S. Trustee Guidelines.

44. The Cash Management Banks that are not authorized depositories pursuant to the U.S. Trustee Guidelines are:

- (i) legacy Bank Accounts that are restricted or pending closure: Bank of Missouri, BMO, BNA Bank, CIBC Bank USA, Citizens Community Federal, Community Bank, First National of Huntsville, First State Bank, Hancock Whitney Bank, JD Bank, One Bank of Tennessee, Republic Bank, Sabine State Bank, Simmons Bank, Stride, The First Bank, The Cottonport Bank, United Community Bank and West Tennessee Bank;
- (ii) no-balance Bank Accounts that are pending closure: Axiom Bank and First Premier Bank; and/or
- (iii) Canadian banks: National Bank of Canada and Royal Bank of Canada.

45. Attached hereto as **Schedule 1** is a schedule summarizing whether each Cash Management Bank is FDIC-insured and/or is an authorized depository pursuant to the U.S. Trustee Guidelines and identifies Cash Management Banks that are not in compliance with either of the above.

46. The Debtors submit that cause exists to suspend the requirements of Bankruptcy Code section 345 and the U.S. Trustee Guidelines for a period of thirty days, without prejudice to the Debtors' ability to seek further extensions to the extent necessary, to avoid the additional and unnecessary disruption to the Debtors' operations that would ensue if the Debtors were required to close the Debtors' Bank Accounts and re-open them at authorized depositories at this juncture in these Chapter 11 Cases. Requiring the Debtors to change their Bank Accounts at this time, when they are focusing on making a smooth transition into chapter 11, would impose significant administrative burdens on the Debtors and their employees with no corresponding benefit to the estates, which would, in turn, impede the Debtors' ability to facilitate their ordinary course operations and reorganization efforts.

Emergency Consideration

47. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder the Company's global operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' reorganization. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

48. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and

that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

49. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; (m) the Cash Management Banks; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of interim and final orders, substantially in the forms of the Interim Order and Final Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

Schedule 1**Cash Management Banks¹**

Bank	FDIC-Insured	Authorized Depository pursuant to the U.S. Trustee Guidelines	Reason for Maintaining Despite Non-Compliance
Wells Fargo (148 accounts)	✓	✓	N/A
Axos Bank (2 accounts)	✓	✓	N/A
Truist (1 account)	✓	✓	N/A
CIBC Bank USA (2 accounts)	✓	✗	Legacy Bank Account pending closure
National Bank of Canada (1 account)	✗	✗	Maintaining existing Bank Accounts is necessary to facilitate operations
Royal Bank of Canada (21 accounts)	✗	✗	Maintaining existing Bank Accounts is necessary to facilitate operations
Bank of Missouri (3 accounts)	✓ Each account holds under \$250,000	✗	Legacy Bank Account pending closure
BMO (3 accounts)	✓ Each account holds under \$250,000	✗	Legacy Bank Account pending closure
Axiom Bank (9 accounts)	✓	✗	No-balance Bank Account pending Closure
Metropolitan Commercial Bank (8 accounts)	✓	✓	N/A
First Premier Bank (2 accounts)	✓	✗	No-balance Bank Account pending Closure
Republic Bank (5 accounts)	✓	✗	No-balance Bank Account pending Closure

¹ Four additional Bank Accounts that are to remain operational are with Computershare (formerly Wells Fargo Corporate Trust Services). These accounts are maintained on behalf of non-debtors.

Bank	FDIC-Insured	Authorized Depository pursuant to the U.S. Trustee Guidelines	Reason for Maintaining Despite Non-Compliance
Stride (4 accounts)	✓ Each account holds under \$250,000	✘	Legacy Bank Account pending closure
Texas Capital Bank (3 accounts)	✓	✓	N/A
Citizens Community Federal (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
First National of Huntsville (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
West Tennessee Bank (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
Hancock Whitney Bank (9 accounts)	✓ Each account holds under \$250,000	✘	Legacy Bank Account pending closure
Sabine State Bank (2 accounts)	✓ Each account holds under \$250,000	✘	Legacy Bank Account pending closure
First Horizon (10 accounts)	✓	✓	N/A
United Community Bank (2 accounts)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
The Cottonport Bank (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
One Bank of Tennessee (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
Simmons Bank (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure
Cadence Bank (along with BancorpSouth) ² (8 accounts)	✓ Each Account holds under \$250,000	✓	N/A
JD Bank (1 account)	✓ Account holds under \$250,000	✘	Legacy Bank Account pending closure

² Cadence Bank owns Bancorp South, so for purposes of this chart they are included together.

Bank	FDIC-Insured	Authorized Depository pursuant to the U.S. Trustee Guidelines	Reason for Maintaining Despite Non-Compliance
Iberia Bank (1 account)	✓	✓	N/A
The First Bank (1 account)	Account holds under \$250,000 ✓	✗	Legacy Bank Account pending closure
First State Bank (1 account)	Account holds under \$250,000 ✓	✗	Legacy Bank Account pending closure
BNA Bank (1 account)	Account holds under \$250,000 ✓	✗	Legacy Bank Account pending closure
Community Bank (1 account)	Account holds under \$250,000 ✓	✗	Legacy Bank Account pending closure

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i> ,)	
Debtors. ¹	)	Case No. 24-90165 (MI)
)	
	)	Re: Docket No. _____

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS, (B) MAINTAIN EXISTING BUSINESS FORMS AND (C) PERFORM INTERCOMPANY TRANSACTIONS;
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order (this “Interim Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (b) maintain existing Business Forms and (c) perform the Intercompany Transactions, including in connection with the Securitization Program; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this 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 this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. A hearing to consider the relief requested in the Motion on a final basis shall be held on [], 2024, at [:] a/p.m. (prevailing Central Time), and any objections or responses to the Motion shall be filed and served on the notice parties on or prior to [], 2024, at 4:00 p.m. (prevailing Central Time).

2. The Debtors are authorized, but not directed, on an interim basis and in their sole discretion, to: (a) continue operating the Cash Management System as described in the Motion and substantially as identified in Exhibit 1 attached hereto, (b) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto, (c) honor their prepetition and postpetition obligations related thereto, including the Bank Fees, (d) maintain their Books and Records and their existing Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so and (e) continue performance of the Intercompany Transactions, including in connection with the Securitization Program, in the ordinary course of

business and consistent with historical practice; *provided* that the Debtors shall maintain current records with respect to all such transfers so that all Intercompany Transactions among the Debtors and between the Debtors and their non-Debtor affiliates may be readily ascertained, traced and properly recorded on intercompany accounts; *provided further* that such records shall be made available upon request by the U.S. Trustee and any official statutory committee. To the extent that any transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

3. The Cash Management Banks are authorized to (a) continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course and (b) accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date (including the completion of any such transaction commenced on or before the Petition Date but not yet settled on or after the Petition Date in connection with the Customer Loans). Notwithstanding anything to the contrary herein, the Cash Management Banks shall not be obligated to (a) extend credit to any Debtor in connection with the Cash Management System by permitting overdrafts or otherwise, (b) honor any check or other payment item drawn on a Bank Account at a Cash Management Bank unless there are sufficient and collected funds in such Bank Account or (c) allow any Debtor to initiate any outgoing EFT or ACH credits with respect to any Bank Account unless the same have been pre-funded by such Debtor.

4. The Debtors and the Cash Management Banks are authorized to continue to perform pursuant to the terms of any prepetition agreement that exists between them relating to

any Bank Accounts or other cash management services except to the extent otherwise expressly provided in this Interim Order, and the parties to such agreements shall continue to enjoy the rights, benefits, liens, offset rights, privileges and remedies afforded to them, including, without limitation, the termination and fee provisions, under such agreements except to the extent expressly modified by the terms of this Interim Order.

5. The Debtors are hereby authorized to close existing Bank Accounts in the ordinary course of business and open new bank accounts in the ordinary course of business, and any applicable bank or Cash Management Bank, including but not limited to the banks identified on **Exhibit 3** hereto, is directed to honor such request; *provided* that (a) any new bank account is opened at a bank that (i) is insured by the FDIC, (ii) is designated as an authorized depository by the U.S. Trustee, and (iii) agrees to be bound by the terms of this Interim Order, and (b) the Debtors provide reasonable prior written notice to the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases of the opening of such account. Such opening shall be timely indicated on the Debtors' monthly operating reports.

6. All banks, including the Cash Management Banks, provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable Bank Fees and other applicable charges from the appropriate Bank Accounts.

8. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire,

EFT or ACH payment or other transfer drawn or issued by the Debtors prior to, on or after the Petition Date should be honored pursuant to any order of this Court, without any duty to inquire further, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order, at the direction of the Debtors or in a good-faith belief upon a representation by the Debtors that this Court has authorized such prepetition check or item to be honored shall be (a) deemed to be, nor shall be, liable to the Debtors or their estates on account of (i) following the Debtors' representations, instructions, directions or presentations as to any order of the Court (without any duty of further inquiry), (ii) honoring of certain prepetition checks, drafts, wires, EFT or ACH payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, EFT or ACH payment, or (iii) an innocent mistake made despite implementation of reasonable handling procedures; or (b) otherwise deemed to be in violation of this Interim Order.

9. Subject to paragraph 18 hereof, each Cash Management Bank shall be authorized to exercise rights of offset pursuant to the terms and agreements relating to any Bank Accounts or other cash management services with respect to any indebtedness at any time owed by the Debtors to such Cash Management Bank solely to the extent such indebtedness arises directly out of or directly relates to the Cash Management System at such Cash Management Bank, regardless of whether such indebtedness was incurred or arose prior to or after the Petition Date, including, without limitation, indebtedness on account of (a) Bank Fees and expenses (including, without limitation, analysis and overdraft fees or charges) related to the maintenance or administration of any Bank Account or lockbox or the processing of any, EFT, ACH or wire transfers, (b) checks drawn on the Bank Accounts which were cashed at the Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (c) overdrafts in

any Bank Account and any indebtedness arising from returned checks initially deposited in a Bank Account, and (d) amounts payable or reimbursable to such Cash Management Bank at any time in respect of EFT, ACH or wire transfers.

10. Any banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; *provided that* the Debtors shall have complied with the notice requirements set forth in this Interim Order, and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions.

11. To the extent any of the Debtors' Bank Accounts are not in compliance with Bankruptcy Code section 345(b), the Debtors shall have 30 days from the date of entry of the Interim Order, without prejudice to seeking an additional extension or extensions, to come into compliance with Bankruptcy Code section 345(b); *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

12. Except as otherwise set forth herein, the Debtors and the Cash Management Banks may, without further order of the Court, agree and implement changes to the policies and procedures related to the Cash Management System in the ordinary course of business; *provided that* the Debtors or the Cash Management Banks shall provide reasonable prior written notice to (i) the U.S. Trustee, (ii) any statutory committee appointed in these Chapter 11 Cases, (iii) the Ad Hoc Group, (iv) the Administrative Agents under the Securitization Facilities (as defined in the Securitization Program Orders), and (v) the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such

changes (if any); *provided further* that the Debtors shall make no changes to the Securitization Program Accounts without the prior written consent of the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes, which consent shall not be unreasonably withheld.

13. All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), subject and subordinate to any superpriority administrative expense claims granted under (a) the Cash Collateral and DIP Orders (as defined below) and (b) the Securitization Program Orders; *provided, however*, the foregoing grant of administrative expense priority shall not apply with respect to any postpetition debtor in possession financing that is provided by any of the Debtors' non-Debtor subsidiaries. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

16. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

17. Nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (vii) an admission as to the validity of any liens satisfied pursuant to this Motion, or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program and policy under Bankruptcy Code section 365.

18. Notwithstanding anything in this Interim Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to and in compliance with the terms of (i) any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these Chapter 11 Cases (the "Cash Collateral and DIP Orders") and the DIP Documents (as defined in the Cash Collateral and DIP Orders), including compliance with

any budget or cash flow forecast in connection therewith and any other terms and conditions thereof, and (ii) the Securitization Program Orders, as applicable. To the extent there is any inconsistency between the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, shall control. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral and DIP Orders and the Securitization Program Orders.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon entry.

22. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System Schematic

Exhibit 2

Bank Accounts

Exhibit 3

Legacy Bank Accounts Pending Closure

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹)	
	)	Re: Docket No. _____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO
OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING
BANK ACCOUNTS, (B) MAINTAIN EXISTING BUSINESS FORMS
AND (C) PERFORM INTERCOMPANY TRANSACTIONS;
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (b) maintain existing Business Forms and (c) perform the Intercompany Transactions, including in connection with the Securitization Program; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this 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 this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, on a final basis and in their sole discretion, to: (a) continue operating the Cash Management System as described in the Motion and substantially as identified in **Exhibit 1** attached hereto, (b) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto, (c) honor their prepetition and postpetition obligations related thereto, including the Bank Fees, (d) maintain their Books and Records and their existing Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so and (e) continue performance of the Intercompany Transactions, including in connection with the Securitization Program, in the ordinary course of business and consistent with historical practice, *provided* that the Debtors shall maintain current records with respect to all such transfers so that all Intercompany Transactions among the Debtors and between them and their non-Debtor affiliates may be readily ascertained, traced and properly recorded on intercompany accounts; *provided further* that such records shall be made available

upon request by the U.S. Trustee and any official statutory committee. To the extent that any transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

2. The Cash Management Banks are authorized to (a) continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course and (b) accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date (including the completion of any such transaction commenced on or before the Petition Date but not yet settled on or after the Petition Date in connection with the Customer Loans). Notwithstanding anything to the contrary herein, the Cash Management Banks shall not be obligated to (a) extend credit to any Debtor in connection with the Cash Management System by permitting overdrafts or otherwise, (b) honor any check or other payment item drawn on a Bank Account at a Cash Management Bank unless there are sufficient and collected funds in such Bank Account or (c) allow any Debtor to initiate any outgoing EFT or ACH credits with respect to any Bank Account unless the same have been pre-funded by such Debtor.

3. The Debtors and the Cash Management Banks are authorized to continue to perform pursuant to the terms of any prepetition agreement that exists between them relating to any Bank Accounts or other cash management services except to the extent otherwise expressly provided in this Final Order, and the parties to such agreements shall continue to enjoy the rights, benefits, liens, offset rights, privileges and remedies afforded to them, including, without

limitation, the termination and fee provisions, under such agreements except to the extent expressly modified by the terms of this Final Order.

4. The Debtors are hereby authorized to close existing Bank Accounts in the ordinary course of business and open new bank accounts in the ordinary course of business, and any applicable bank or Cash Management Bank, including but not limited to the banks identified on **Exhibit 3** hereto, is directed to honor such request; *provided* that (a) any new bank account is opened at a bank that (i) is insured by the FDIC, (ii) is designated as an authorized depository by the U.S. Trustee and (iii) agrees to be bound by the terms of this Final Order, and (b) the Debtors provide reasonable prior written notice to the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases of the opening of such account. Such opening shall be timely indicated on the Debtors' monthly operating reports.

5. All banks, including the Cash Management Banks, provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

6. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable Bank Fees and other applicable charges from the appropriate Bank Accounts.

7. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, EFT or ACH payment or other transfer drawn or issued by the Debtors prior to, on or after the Petition Date should be honored pursuant to any order of this Court, without any duty to inquire further, and no bank that honors a prepetition check or other item drawn on any account that is the

subject of this Final Order, at the direction of the Debtors or in a good-faith belief upon a representation by the Debtors that this Court has authorized such prepetition check or item to be honored shall be (a) deemed to be, nor shall be, liable to the Debtors or their estates on account of (i) following the Debtors' representations, instructions, directions or presentations as to any order of the Court (without any duty of further inquiry), (ii) honoring of certain prepetition checks, drafts, wires, EFT or ACH payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, EFT or ACH payment, or (iii) an innocent mistake made despite implementation of reasonable handling procedures; or (b) otherwise deemed to be in violation of this Final Order.

8. Subject to paragraph 17 hereof, each Cash Management Bank shall be authorized to exercise rights of offset pursuant to the terms and agreements relating to any Bank Accounts or other cash management services with respect to any indebtedness at any time owed by the Debtors to such Cash Management Bank solely to the extent such indebtedness arises directly out of or directly relates to the Cash Management System at such Cash Management Bank, regardless of whether such indebtedness was incurred or arose prior to or after the Petition Date, including, without limitation, indebtedness on account of (a) Bank Fees and expenses (including, without limitation, analysis and overdraft fees or charges) related to the maintenance or administration of any Bank Account or lockbox or the processing of any EFT, ACH or wire transfers, (b) checks drawn on the Bank Accounts which were cashed at the Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (c) overdrafts in any Bank Account and any indebtedness arising from returned checks initially deposited in a Bank Account, and (d) amounts payable or reimbursable to such Cash Management Bank at any time in respect of EFT, ACH or wire transfers.

9. Any banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; *provided that* the Debtors shall have complied with the notice requirements set forth in this Final Order, and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions.

10. To the extent any of the Debtors' Bank Accounts are not in compliance with Bankruptcy Code section 345(b), the Debtors shall have 30 days from the date of entry of the Interim Order, without prejudice to seeking an additional extension or extensions, to come into compliance with Bankruptcy Code section 345(b); *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

11. Except as otherwise set forth herein, the Debtors and the Cash Management Banks may, without further order of the Court, agree and implement changes to the policies and procedures related to the Cash Management System in the ordinary course of business; *provided that* the Debtors or the Cash Management Banks shall provide reasonable prior written notice to (i) the U.S. Trustee, (ii) any statutory committee appointed in these Chapter 11 Cases, (iii) the Ad Hoc Group, (iv) the Administrative Agents under the Securitization Facilities (as defined in the Securitization Program Orders), and (v) the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes (if any); *provided further that* the Debtors shall make no changes to the Securitization Program Accounts without the prior written consent of the individual Lenders (as defined in the

Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes, which consent shall not be unreasonably withheld.

12. All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), subject and subordinate to any superpriority administrative expense claims granted under (a) the Cash Collateral and DIP Orders (as defined below) and (b) the Securitization Program Orders; *provided, however*, the foregoing grant of administrative expense priority shall not apply with respect to any postpetition debtor in possession financing that is provided by any of the Debtors' non-Debtor subsidiaries. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

14. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

15. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

16. Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (vii) an admission as to the validity of any liens satisfied pursuant to this Motion, or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program and policy under Bankruptcy Code section 365.

17. Notwithstanding anything in this Final Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to and in compliance with the terms of (i) any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these Chapter 11 Cases (the "Cash Collateral and DIP Orders") and the DIP Documents (as defined in the Cash Collateral and DIP Orders), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof, and (ii) the Securitization Program Orders, as applicable. To the extent there is any inconsistency between the terms of the Cash Collateral and DIP Orders or the Securitization

Program Orders, as applicable, and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, shall control. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral and DIP Orders and the Securitization Program Orders.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

21. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management System Schematic

[Intentionally Omitted]

Exhibit 2

Bank Accounts

[Intentionally Omitted]

Exhibit 3

Legacy Bank Accounts Pending Closure

[Intentionally Omitted]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i> ,)	
Debtors. ¹	)	Case No. 24-90165 (MI)
)	
	)	Re: Docket No. _____

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING BANK ACCOUNTS, (B) MAINTAIN EXISTING BUSINESS FORMS AND (C) PERFORM INTERCOMPANY TRANSACTIONS;
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order (this “Interim Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (b) maintain existing Business Forms and (c) perform the Intercompany Transactions, including in connection with the Securitization Program; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this 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 this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. A hearing to consider the relief requested in the Motion on a final basis shall be held on [], 2024, at [] : [] a/p.m. (prevailing Central Time), and any objections or responses to the Motion shall be filed and served on the notice parties on or prior to [], 2024, at 4:00 p.m. (prevailing Central Time).

2. The Debtors are authorized, but not directed, on an interim basis and in their sole discretion, to: (a) continue operating the Cash Management System as described in the Motion and substantially as identified in Exhibit 1 attached hereto, (b) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 2 attached hereto, (c) honor their prepetition and postpetition obligations related thereto, including the Bank Fees, (d) maintain their Books and Records and their existing Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so and (e) continue performance of the Intercompany Transactions, including in connection with the Securitization Program, in the ordinary course of

business and consistent with historical practice; *provided* that the Debtors shall maintain current records with respect to all such transfers so that all Intercompany Transactions among the Debtors and between the Debtors and their non-Debtor affiliates may be readily ascertained, traced and properly recorded on intercompany accounts; *provided further* that such records shall be made available upon request by the U.S. Trustee and any official statutory committee. To the extent that any transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

3. The Cash Management Banks are authorized to (a) continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course and (b) accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date (including the completion of any such transaction commenced on or before the Petition Date but not yet settled on or after the Petition Date in connection with the Customer Loans). Notwithstanding anything to the contrary herein, the Cash Management Banks shall not be obligated to (a) extend credit to any Debtor in connection with the Cash Management System by permitting overdrafts or otherwise, (b) honor any check or other payment item drawn on a Bank Account at a Cash Management Bank unless there are sufficient and collected funds in such Bank Account or (c) allow any Debtor to initiate any outgoing EFT or ACH credits with respect to any Bank Account unless the same have been pre-funded by such Debtor.

4. The Debtors and the Cash Management Banks are authorized to continue to perform pursuant to the terms of any prepetition agreement that exists between them relating to

any Bank Accounts or other cash management services except to the extent otherwise expressly provided in this Interim Order, and the parties to such agreements shall continue to enjoy the rights, benefits, liens, offset rights, privileges and remedies afforded to them, including, without limitation, the termination and fee provisions, under such agreements except to the extent expressly modified by the terms of this Interim Order.

5. The Debtors are hereby authorized to close existing Bank Accounts in the ordinary course of business and open new bank accounts in the ordinary course of business, and any applicable bank or Cash Management Bank, including but not limited to the banks identified on **Exhibit 3** hereto, is directed to honor such request; *provided* that (a) any new bank account is opened at a bank that (i) is insured by the FDIC, (ii) is designated as an authorized depository by the U.S. Trustee, and (iii) agrees to be bound by the terms of this Interim Order, and (b) the Debtors provide reasonable prior written notice to the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases of the opening of such account. Such opening shall be timely indicated on the Debtors' monthly operating reports.

6. All banks, including the Cash Management Banks, provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable Bank Fees and other applicable charges from the appropriate Bank Accounts.

8. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire,

EFT or ACH payment or other transfer drawn or issued by the Debtors prior to, on or after the Petition Date should be honored pursuant to any order of this Court, without any duty to inquire further, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order, at the direction of the Debtors or in a good-faith belief upon a representation by the Debtors that this Court has authorized such prepetition check or item to be honored shall be (a) deemed to be, nor shall be, liable to the Debtors or their estates on account of (i) following the Debtors' representations, instructions, directions or presentations as to any order of the Court (without any duty of further inquiry), (ii) honoring of certain prepetition checks, drafts, wires, EFT or ACH payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, EFT or ACH payment, or (iii) an innocent mistake made despite implementation of reasonable handling procedures; or (b) otherwise deemed to be in violation of this Interim Order.

9. Subject to paragraph 18 hereof, each Cash Management Bank shall be authorized to exercise rights of offset pursuant to the terms and agreements relating to any Bank Accounts or other cash management services with respect to any indebtedness at any time owed by the Debtors to such Cash Management Bank solely to the extent such indebtedness arises directly out of or directly relates to the Cash Management System at such Cash Management Bank, regardless of whether such indebtedness was incurred or arose prior to or after the Petition Date, including, without limitation, indebtedness on account of (a) Bank Fees and expenses (including, without limitation, analysis and overdraft fees or charges) related to the maintenance or administration of any Bank Account or lockbox or the processing of any, EFT, ACH or wire transfers, (b) checks drawn on the Bank Accounts which were cashed at the Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (c) overdrafts in

any Bank Account and any indebtedness arising from returned checks initially deposited in a Bank Account, and (d) amounts payable or reimbursable to such Cash Management Bank at any time in respect of EFT, ACH or wire transfers.

10. Any banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; *provided that* the Debtors shall have complied with the notice requirements set forth in this Interim Order, and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions.

11. To the extent any of the Debtors' Bank Accounts are not in compliance with Bankruptcy Code section 345(b), the Debtors shall have 30 days from the date of entry of the Interim Order, without prejudice to seeking an additional extension or extensions, to come into compliance with Bankruptcy Code section 345(b); *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

12. Except as otherwise set forth herein, the Debtors and the Cash Management Banks may, without further order of the Court, agree and implement changes to the policies and procedures related to the Cash Management System in the ordinary course of business; *provided that* the Debtors or the Cash Management Banks shall provide reasonable prior written notice to (i) the U.S. Trustee, (ii) any statutory committee appointed in these Chapter 11 Cases, (iii) the Ad Hoc Group, (iv) the Administrative Agents under the Securitization Facilities (as defined in the Securitization Program Orders), and (v) the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such

changes (if any); *provided further* that the Debtors shall make no changes to the Securitization Program Accounts without the prior written consent of the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes, which consent shall not be unreasonably withheld.

13. All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), subject and subordinate to any superpriority administrative expense claims granted under (a) the Cash Collateral and DIP Orders (as defined below) and (b) the Securitization Program Orders; *provided, however*, the foregoing grant of administrative expense priority shall not apply with respect to any postpetition debtor in possession financing that is provided by any of the Debtors' non-Debtor subsidiaries. For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

15. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

16. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

17. Nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (vii) an admission as to the validity of any liens satisfied pursuant to this Motion, or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program and policy under Bankruptcy Code section 365.

18. Notwithstanding anything in this Interim Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to and in compliance with the terms of (i) any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these Chapter 11 Cases (the "Cash Collateral and DIP Orders") and the DIP Documents (as defined in the Cash Collateral and DIP Orders), including compliance with

any budget or cash flow forecast in connection therewith and any other terms and conditions thereof, and (ii) the Securitization Program Orders, as applicable. To the extent there is any inconsistency between the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, shall control. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral and DIP Orders and the Securitization Program Orders.

19. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

20. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon entry.

22. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management Schematic

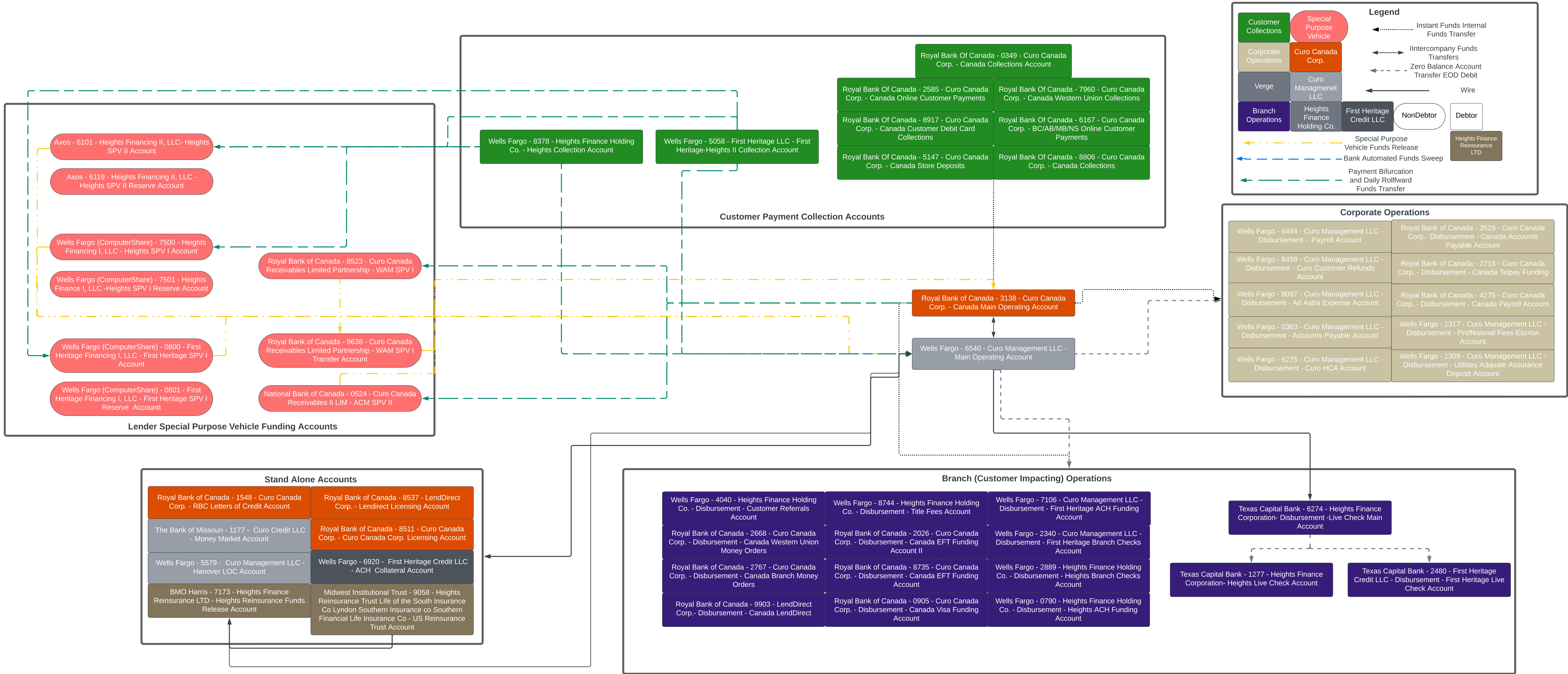


Exhibit 2

Bank Accounts

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	6540	Curo Management LLC	\$ 6,924,566.63	Main Operating Account (U.S.)
Wells Fargo	1317	Curo Management LLC	\$ -	Professional Fees Escrow Account
Wells Fargo	1309	Curo Management LLC	\$ -	Utilities Adequate Assurance Deposit Account
Wells Fargo	6275	Curo Management LLC	\$ -	CURO HCA Account – zero balance account (“ZBA”)
Wells Fargo	0363	Curo Management LLC	\$ -	Account Payable Account (ZBA)
Wells Fargo	6494	Curo Management LLC	\$ -	Payroll Account (ZBA)
Wells Fargo	8459	Curo Management LLC	\$ -	Legacy Curo Customer Refunds Account
Wells Fargo	1873	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	0309	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	8244	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	8097	Curo Management LLC	\$ -	Legacy As Astra Expense Account (ZBA)
Wells Fargo	0217	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	0225	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	8020	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	8378	Heights Finance Holding Co.	\$ -	First Heritage-Heights II Collection Account
Wells Fargo	5680	Heights Finance Holding Co.	\$ 49,342.20	Heights Legacy Operating Account
Wells Fargo	5127	Curo Management LLC	\$ -	Legacy HFC Disbursement ZBA (pending closure)
Wells Fargo	4040	Heights Finance Holding Co.	\$ -	Customer Referrals Account (ZBA)
Wells Fargo	8744	Curo Management LLC	\$ -	Title Fees Account (ZBA)
Wells Fargo	8567	Heights Finance Holding Co.	\$ -	Legacy Heights Accounts Payable ZBA (pending closure)
Wells Fargo	2139	Heights Finance Holding Co.	\$ -	Legacy Heights ACH Funding ZBA (pending closure)
Wells Fargo	5415	Heights Finance Holding Co.	\$ -	Legacy Heights payroll ZBA (pending closure)
Wells Fargo	5703	Heights Finance Holding Co.	\$ -	Legacy Heights payroll ZBA (pending closure)
Wells Fargo	9002	Curo Management LLC	\$ 104,878.65	Legacy Height Payroll check disbursement ZBA
Wells Fargo	2889	Heights Finance Holding Co.	\$ -	Heights Branch Checks Account (ZBA)
Wells Fargo	0790	Heights Finance Holding Co.	\$ -	Heights ACH Funding Account (ZBA)
Wells Fargo	2340	First Heritage Credit, LLC	\$ -	First Heritage Branch Checks Account (ZBA)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	7106	First Heritage Credit, LLC	\$ -	First Heritage ACH Funding Account (ZBA)
Wells Fargo	6920	First Heritage Credit, LLC	\$ 1,000,000.00	ACH Collateral Account
Wells Fargo	6912	Heights Finance Holding Co.	\$ -	Inactive (pending closure)
Wells Fargo	7945	Curo Management LLC	\$ -	Inactive (pending closure)
Wells Fargo	0830	Curo Management LLC	\$ -	Inactive (pending closure)
Wells Fargo	5579	Curo Management LLC	\$ 2,574,000.00	Hannover LOC Account
Wells Fargo	5058	First Heritage Credit, LLC	\$ 130,798.75	First Heritage-Heights 2 Collections Account
Wells Fargo	0679	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0991	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2440	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6644	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9987	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8565	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5164	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7286	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9995	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8540	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8631	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1915	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	4189	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2697	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5172	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9854	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1311	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5156	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8414	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0646	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5026	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3251	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8851	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9920	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7029	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1899	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9896	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0552	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0620	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8508	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8466	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8398	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9419	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7106	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2340	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5602	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8607	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8422	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5123	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0638	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1881	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7537	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8581	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0503	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0495	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0027	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1007	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8557	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3244	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8893	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3236	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8297	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8191	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5081	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6628	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8516	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8901	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8406	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2772	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0588	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0019	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9904	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0829	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0453	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8615	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1923	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0001	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8573	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8317	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8030	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0612	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2432	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1931	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6636	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1416	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9946	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	3242	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7037	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1840	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2169	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3865	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9979	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5485	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2540	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8623	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4876	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0653	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0854	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2424	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3269	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0661	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0537	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	2532	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5131	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5012	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1776	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9961	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0545	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2508	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8499	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8532	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9427	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1535	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8209	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9938	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0298	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2524	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0529	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0596	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0604	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4197	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0745	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4834	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2516	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Truist	6474	Southern Management Corp	\$ 113,000.00	Heights Credit Card Collateral Account
BMO	7173	Heights Reinsurance LTD	\$ 22,000.00	Heights Reinsurance Account
BMO	3259	Heights Finance Holding Co.	\$ -	Legacy Heights customer ACH payment collection account (pending closure)
BMO	1558	Heights Finance Holding Co.	\$ 17,000.00	Legacy Heights title fee account (pending closure)
Axiom Bank	3610	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	3651	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3669	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3628	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	3636	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3685	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3644	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	9838	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	8774	Attain Finance LLC		Legacy Curo restricted account
Metropolitan Commercial Bank	1105	Curo Accounts	\$ 124,000.00	Legacy Curo restricted account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Metropolitan Commercial Bank	1091	Curo Accounts		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1083	Curo Accounts		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1296	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1318	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1288	Attain Finance LLC	\$ 30,000.00	Legacy Curo restricted account
Metropolitan Commercial Bank	8185	Curo Management, LLC		Legacy Curo restricted account
Metropolitan Commercial Bank	8584	Curo Receivables Finance II, LLC		Legacy Curo restricted account
Bank of Missouri	0286	Curo Credit LLC	\$ 50,000.00	Legacy Curo restricted account
Bank of Missouri	0278	Curo Credit LLC	\$ 188,595.05	Legacy Curo restricted account
Bank of Missouri	1177	Curo Credit LLC	\$ 1,978,099.89	Money Market Account
First Premier Bank	4978	Curo Credit LLC		Legacy Curo restricted account (pending closure)
First Premier Bank	5378	Curo Credit LLC		Legacy Curo restricted account (pending closure)
Republic Bank	8959	Ennoble Finance, LLC.	\$ 22,000.00	Legacy Curo restricted account (pending closure)
Republic Bank	9391	Curo Accounts	\$ 243,000.00	Legacy Curo restricted account (pending closure)
Republic Bank	9403	Curo Accounts		Legacy Curo restricted account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Republic Bank	0022	Ennoble Finance, LLC.		Legacy Curo restricted account (pending closure)
Republic Bank	0015	Ennoble Finance, LLC.		Legacy Curo restricted account (pending closure)
Stride	2146	Curo Management, LLC	\$ 3,600.00	Legacy Curo restricted account (pending closure)
Stride	2157	Curo Management, LLC	\$ 45.00	Legacy Curo restricted account (pending closure)
Texas Capital Bank	6274	Heights Finance Corporation	\$ 1,000,000.00	Live Check Main Account
Texas Capital Bank	1277	First Heritage Credit LLC	\$ -	Heights Live Check Account
Texas Capital Bank	2480	Heights Finance Corporation	\$ -	First Heritage Live Check Account
Royal Bank of Canada (RBC)	8523	Curo Canada Receivables Limited Partnership (non-Debtor)	\$ 19,740,698.09	WAM SPV I Account
Royal Bank of Canada (RBC)	9638	Curo Canada Receivables Limited Partnership (non-Debtor)	\$ -	WAM SPV I Transfer Account
Royal Bank of Canada (RBC)	8806	CURO CANADA CORP.	\$ 286,564.40	Canada Collections Account
Royal Bank of Canada (RBC)	5147	CURO CANADA CORP.	\$ 3,084,488.32	Canada Store Deposits Account
Royal Bank of Canada (RBC)	8511	CURO CANADA CORP.	\$ 50,000.00	Curo Canda Corp. Insurance Account
Royal Bank of Canada (RBC)	8537	LendDirect Corp	\$ 50,000.00	LendDirect Insurance Account
Royal Bank of Canada (RBC)	8735	CURO CANADA CORP.	\$ 1,128,550.45	Canada EFT Funding Account
Royal Bank of Canada (RBC)	2026	CURO CANADA CORP.	\$ 1,342,740.64	Canada EFT Funding Account II
Royal Bank of Canada (RBC)	6167	CURO CANADA CORP.	\$ 115,252.71	BC/AB/MB/NS Online Customer Payments Account
Royal Bank of Canada (RBC)	2585	CURO CANADA CORP.	\$ 357,242.20	Canada Online Customer Payments Account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Royal Bank of Canada (RBC)	2668	CURO CANADA CORP.	\$ 2,771,975.86	Canada Western Union Money Orders Account
Royal Bank of Canada (RBC)	2718	CURO CANADA CORP.	\$ 661,994.15	Canada Telpay Account
Royal Bank of Canada (RBC)	2767	CURO CANADA CORP.	\$ 693,324.15	Money order funding
Royal Bank of Canada (RBC)	3138	CURO CANADA CORP.	\$ 7,321,242.04	Canada Main Operating Account
Royal Bank of Canada (RBC)	9903	LendDirect Corp	\$ 718,532.23	Canada Main Operating Account
Royal Bank of Canada (RBC)	0349	CURO CANADA CORP.	\$ 17,484.89	Canada Collections Account
Royal Bank of Canada (RBC)	4275	CURO CANADA CORP.	\$ 204,230.04	Canada Payroll Account
Royal Bank of Canada (RBC)	7960	CURO CANADA CORP.	\$ -	Canada Western Union Collections Account
Royal Bank of Canada (RBC)	8917	CURO CANADA CORP.	\$ 26,908.41	Canada Customer Debit Card Collections Account
Royal Bank of Canada (RBC)	0905	CURO CANADA CORP.	\$ 229,172.62	Canada Visa Funding Account
Royal Bank of Canada (RBC)	3528	CURO CANADA CORP.	\$ 849,230.23	Canada Accounts Payable Account
Royal Bank of Canada (RBC)	1548	CURO CANADA CORP.	\$ 170,000.00	RBC Letters of Credit Account
National Bank of Canada	0524	Curo Canada Receivables II Limited Partnership (non-Debtor)	\$ 3,397,692.96	ACM SPV II Account
Wells Fargo - Computershare	7500	Heights Finance I, LLC (non-Debtor)	\$ 6,571,209.14	Heights SPV I Account
Wells Fargo - Computershare	7501	Heights Finance I, LLC (non-Debtor)	\$ 3,451,766.39	Heights SPV I Reserve Account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo - Computershare	8000	First Heritage I, LLC (non-Debtor)	\$ 5,815,546.68	First Heritage SPV I Account
Wells Fargo - Computershare	0801	First Heritage I, LLC (non-Debtor)	\$ 2,334,381.84	First Heritage SPV I Reserve Trust Account
CIBC Bank USA	7499	Heights Finance II, LLC (non-Debtor)	\$ -	Heights SPV II Account (pending closure)
CIBC Bank USA	6071	Heights Finance II, LLC (non-Debtor)	\$ -	Heights SPV II Reserve Account (pending closure)
Axos Bank	6101	Heights Finance II, LLC (non-Debtor)	\$ 10,798,117.61	Heights SPV II Account
Axos Bank	6119	Heights Finance II, LLC (non-Debtor)	\$ 1,696,863.04	Heights SPV II Reserve Account
Midwest Institutional Trust Account	9058	Heights Reinsurance LTD	\$ 21,898,728.78	Heights Reinsurance Trust Account
Midwest Institutional Trust Account	9066	Heights Reinsurance LTD	\$ 4,661.26	Legacy reinsurance funds account for Heights Reinsurance LTD
Citizens Community Federal	5502	Heights Finance Corporation	\$ 82,000.00	Legacy Heights cash deposit account (pending closure)
First National of Huntsville	2316	Heights Finance Corporation	\$ 8.65	Legacy Heights cash deposit account (pending closure)
West Tennessee Bank	5971	Heights Finance Corporation	\$ 3,600.00	Legacy Heights cash deposit account (pending closure)
Hancock Whitney Bank	4512	First Heritage Credit LLC	\$ 26,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5345	First Heritage Credit LLC	\$ 1,900.00	Legacy First Heritage cash deposit account (pending closure)
Sabine State Bank	1205	First Heritage Credit LLC	\$ 5,500.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	373-1	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Sabine State Bank	7215	First Heritage Credit LLC	\$ 14,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	1756	First Heritage Credit LLC	\$ 9,400.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	1191	First Heritage Credit LLC	\$ 1,000.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	683-0	First Heritage Credit LLC	\$ 52,700.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	399-3	First Heritage Credit LLC	\$ 2,300.00	Legacy First Heritage cash deposit account (pending closure)
United Communtiy Bank	1427	First Heritage Credit LLC	\$ 3,200.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5138	First Heritage Credit LLC	\$ 18,200.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	1812	First Heritage Credit LLC	\$ 1,100.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	3162	First Heritage Credit LLC	\$ 600.00	Legacy First Heritage cash deposit account (pending closure)
United Communtiy Bank	4314	First Heritage Credit LLC	\$ 5,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	3883	First Heritage Credit LLC	\$ 1,600.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	3320	First Heritage Credit LLC	\$ 68,000.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	8126	First Heritage Credit LLC	\$ 5,200.00	Legacy First Heritage cash deposit account (pending closure)
The Cottonport Bank	6716	First Heritage Credit LLC	\$ 1,300.00	Legacy First Heritage cash deposit account (pending closure)
One Bank of Tennessee	2986	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)
Simmons Bank	2700	First Heritage Credit LLC	\$ 54,200.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	7721	First Heritage Credit LLC	\$ 9,000.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	2384	First Heritage Credit LLC	\$ 8,700.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	9753	First Heritage Credit LLC	\$ (4.90)	Legacy First Heritage cash deposit account (pending closure)
First Horizon	2877	First Heritage Credit LLC	\$ 1,100.00	Legacy First Heritage cash deposit account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
First Horizon	7825	First Heritage Credit LLC	\$ 600.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	9956	First Heritage Credit LLC	\$ 7,200.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	8640	First Heritage Credit LLC	\$ 800.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	6848	First Heritage Credit LLC	\$ 2,000.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	0214	First Heritage Credit LLC	\$ 4,900.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	0270	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)
JD Bank	5599	First Heritage Credit LLC	\$ 1,000.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5431	First Heritage Credit LLC	\$ 4,200.00	Legacy First Heritage cash deposit account (pending closure)
Iberia Bank	7427	First Heritage Credit LLC	\$ 2,800.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	4537	First Heritage Credit LLC	\$ 3,200.00	Legacy First Heritage cash deposit account (pending closure)
The First	8179	First Heritage Credit LLC	\$ 3,300.00	Legacy First Heritage cash deposit account (pending closure)
Community Bank	7814	First Heritage Credit LLC	\$ 9,100.00	Legacy First Heritage cash deposit account (pending closure)
First State Bank	7858	First Heritage Credit LLC	\$ 1,200.00	Legacy First Heritage cash deposit account (pending closure)
BNA Bank	9201	First Heritage Credit LLC	\$ 2,800.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	8399	First Heritage Credit LLC	\$ 2,000.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5971	First Heritage Credit LLC	\$ 1,400.00	Legacy First Heritage cash deposit account (pending closure)

Exhibit 3**Schedule of Non-Operational Bank Accounts**

Bank	Account Number (last four)	Comments
Axiom Bank	3610, 3651, 3669, 3628, 3636, 3685, 3644, 9838, 8774	Legacy account pending closure
Bancorp South	373-1, 683-0, 399-3	Legacy account pending closure
BNA Bank	9201	Legacy account pending closure
Cadence Bank (and BancorpSouth)	373-1, 683-0, 399-3, 8126, 7721, 0270, 4537, 8399	Legacy account pending closure
CIBC Bank USA	7499, 6071	Switched to Axos Bank; CIBC accounts pending closure
Citizens Community Federal	5502	Legacy account pending closure
Community Bank	7814	Legacy account pending closure
First Horizon	1191, 3162, 4314, 2384, 9753, 2877, 7825, 9956, 8640, 6848, 0214	Legacy account pending closure
First National of Huntsville	2316	Legacy account pending closure
First Premier Bank	4978, 5378	Legacy account pending closure
First State Bank	7858	Legacy account pending closure
Hancock Whitney Bank	4512, 5345, 7256, 5138, 1812, 3883, 3320, 5431, 5971	Legacy account pending closure
Iberia Bank	7427	Legacy account pending closure
JD Bank	5599	Legacy account pending closure
Metropolitan Commercial Bank	1091, 1083, 1296, 1318	Legacy account pending closure
One Bank of Tennessee	2986	Legacy First Heritage account pending closure
Republic Bank	8959, 9391, 9403, 0022, 0015	Legacy account pending closure
Sabine State Bank	1205, 7215,	Legacy account pending closure
Simmons Bank	2700	Legacy account pending closure

Bank	Account Number (last four)	Comments
Stride	2146, 2157	Legacy account pending closure
The Cottonport Bank	6716,	Legacy account pending closure
The First Bank	8179	Legacy account pending closure
United Community Bank	1427	Legacy account pending closure
Wells Fargo	(Account numbers on file with company)	Previously unused accounts, others pending closure
West Tennessee Bank	5971	Legacy account pending closure

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹)	
	)	Re: Docket No. _____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO
OPERATE THEIR CASH MANAGEMENT SYSTEM AND MAINTAIN EXISTING
BANK ACCOUNTS, (B) MAINTAIN EXISTING BUSINESS FORMS
AND (C) PERFORM INTERCOMPANY TRANSACTIONS;
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to continue to (a) operate their Cash Management System and maintain their existing Bank Accounts, including honoring certain prepetition obligations related thereto, (b) maintain existing Business Forms and (c) perform the Intercompany Transactions, including in connection with the Securitization Program; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this 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 this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, on a final basis and in their sole discretion, to: (a) continue operating the Cash Management System as described in the Motion and substantially as identified in **Exhibit 1** attached hereto, (b) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto, (c) honor their prepetition and postpetition obligations related thereto, including the Bank Fees, (d) maintain their Books and Records and their existing Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so and (e) continue performance of the Intercompany Transactions, including in connection with the Securitization Program, in the ordinary course of business and consistent with historical practice, *provided* that the Debtors shall maintain current records with respect to all such transfers so that all Intercompany Transactions among the Debtors and between them and their non-Debtor affiliates may be readily ascertained, traced and properly recorded on intercompany accounts; *provided further* that such records shall be made available

upon request by the U.S. Trustee and any official statutory committee. To the extent that any transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

2. The Cash Management Banks are authorized to (a) continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course and (b) accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date (including the completion of any such transaction commenced on or before the Petition Date but not yet settled on or after the Petition Date in connection with the Customer Loans). Notwithstanding anything to the contrary herein, the Cash Management Banks shall not be obligated to (a) extend credit to any Debtor in connection with the Cash Management System by permitting overdrafts or otherwise, (b) honor any check or other payment item drawn on a Bank Account at a Cash Management Bank unless there are sufficient and collected funds in such Bank Account or (c) allow any Debtor to initiate any outgoing EFT or ACH credits with respect to any Bank Account unless the same have been pre-funded by such Debtor.

3. The Debtors and the Cash Management Banks are authorized to continue to perform pursuant to the terms of any prepetition agreement that exists between them relating to any Bank Accounts or other cash management services except to the extent otherwise expressly provided in this Final Order, and the parties to such agreements shall continue to enjoy the rights, benefits, liens, offset rights, privileges and remedies afforded to them, including, without

limitation, the termination and fee provisions, under such agreements except to the extent expressly modified by the terms of this Final Order.

4. The Debtors are hereby authorized to close existing Bank Accounts in the ordinary course of business and open new bank accounts in the ordinary course of business, and any applicable bank or Cash Management Bank, including but not limited to the banks identified on **Exhibit 3** hereto, is directed to honor such request; *provided* that (a) any new bank account is opened at a bank that (i) is insured by the FDIC, (ii) is designated as an authorized depository by the U.S. Trustee and (iii) agrees to be bound by the terms of this Final Order, and (b) the Debtors provide reasonable prior written notice to the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases of the opening of such account. Such opening shall be timely indicated on the Debtors' monthly operating reports.

5. All banks, including the Cash Management Banks, provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

6. In the course of providing cash management services to the Debtors, each of the Cash Management Banks is authorized, without further order of this Court, to deduct the applicable Bank Fees and other applicable charges from the appropriate Bank Accounts.

7. Subject to the terms set forth herein, any bank, including a Cash Management Bank, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, EFT or ACH payment or other transfer drawn or issued by the Debtors prior to, on or after the Petition Date should be honored pursuant to any order of this Court, without any duty to inquire further, and no bank that honors a prepetition check or other item drawn on any account that is the

subject of this Final Order, at the direction of the Debtors or in a good-faith belief upon a representation by the Debtors that this Court has authorized such prepetition check or item to be honored shall be (a) deemed to be, nor shall be, liable to the Debtors or their estates on account of (i) following the Debtors' representations, instructions, directions or presentations as to any order of the Court (without any duty of further inquiry), (ii) honoring of certain prepetition checks, drafts, wires, EFT or ACH payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, EFT or ACH payment, or (iii) an innocent mistake made despite implementation of reasonable handling procedures; or (b) otherwise deemed to be in violation of this Final Order.

8. Subject to paragraph 17 hereof, each Cash Management Bank shall be authorized to exercise rights of offset pursuant to the terms and agreements relating to any Bank Accounts or other cash management services with respect to any indebtedness at any time owed by the Debtors to such Cash Management Bank solely to the extent such indebtedness arises directly out of or directly relates to the Cash Management System at such Cash Management Bank, regardless of whether such indebtedness was incurred or arose prior to or after the Petition Date, including, without limitation, indebtedness on account of (a) Bank Fees and expenses (including, without limitation, analysis and overdraft fees or charges) related to the maintenance or administration of any Bank Account or lockbox or the processing of any EFT, ACH or wire transfers, (b) checks drawn on the Bank Accounts which were cashed at the Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, (c) overdrafts in any Bank Account and any indebtedness arising from returned checks initially deposited in a Bank Account, and (d) amounts payable or reimbursable to such Cash Management Bank at any time in respect of EFT, ACH or wire transfers.

9. Any banks, including the Cash Management Banks, are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; *provided that* the Debtors shall have complied with the notice requirements set forth in this Final Order, and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions.

10. To the extent any of the Debtors' Bank Accounts are not in compliance with Bankruptcy Code section 345(b), the Debtors shall have 30 days from the date of entry of the Interim Order, without prejudice to seeking an additional extension or extensions, to come into compliance with Bankruptcy Code section 345(b); *provided that* nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

11. Except as otherwise set forth herein, the Debtors and the Cash Management Banks may, without further order of the Court, agree and implement changes to the policies and procedures related to the Cash Management System in the ordinary course of business; *provided that* the Debtors or the Cash Management Banks shall provide reasonable prior written notice to (i) the U.S. Trustee, (ii) any statutory committee appointed in these Chapter 11 Cases, (iii) the Ad Hoc Group, (iv) the Administrative Agents under the Securitization Facilities (as defined in the Securitization Program Orders), and (v) the individual Lenders (as defined in the Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes (if any); *provided further that* the Debtors shall make no changes to the Securitization Program Accounts without the prior written consent of the individual Lenders (as defined in the

Securitization Program Orders) under the facilities that correspond with the bank accounts affected by such changes, which consent shall not be unreasonably withheld.

12. All Intercompany Claims against a Debtor arising after the Petition Date shall be accorded administrative expense priority in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), subject and subordinate to any superpriority administrative expense claims granted under (a) the Cash Collateral and DIP Orders (as defined below) and (b) the Securitization Program Orders; *provided, however*, the foregoing grant of administrative expense priority shall not apply with respect to any postpetition debtor in possession financing that is provided by any of the Debtors' non-Debtor subsidiaries. For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority or status or any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

14. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, with respect to prepetition amounts owed where such payments are authorized by an order of this Court.

15. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

16. Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Final Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) a waiver of the obligation of any party in interest to file a proof of claim, (v) an agreement or obligation to pay any claims, (vi) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (vii) an admission as to the validity of any liens satisfied pursuant to this Motion, or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program and policy under Bankruptcy Code section 365.

17. Notwithstanding anything in this Final Order to the contrary, any payment to be made, or any authorization contained hereunder, shall be subject to and in compliance with the terms of (i) any orders authorizing debtor in possession financing or the use of cash collateral approved by this Court in these Chapter 11 Cases (the "Cash Collateral and DIP Orders") and the DIP Documents (as defined in the Cash Collateral and DIP Orders), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof, and (ii) the Securitization Program Orders, as applicable. To the extent there is any inconsistency between the terms of the Cash Collateral and DIP Orders or the Securitization

Program Orders, as applicable, and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral and DIP Orders or the Securitization Program Orders, as applicable, shall control. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral and DIP Orders and the Securitization Program Orders.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

21. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cash Management Schematic

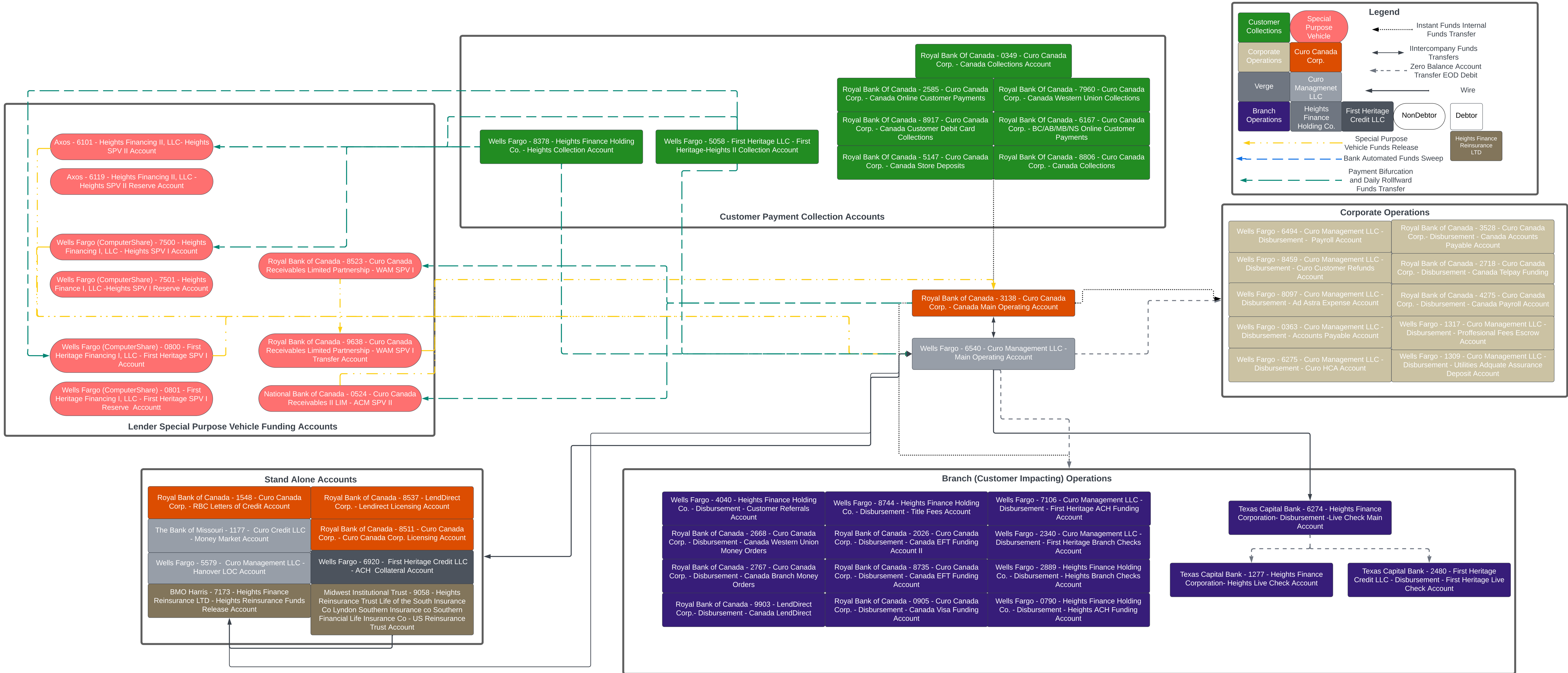


Exhibit 2

Bank Accounts

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	6540	Curo Management LLC	\$ 6,924,566.63	Main Operating Account (U.S.)
Wells Fargo	1317	Curo Management LLC	\$ -	Professional Fees Escrow Account
Wells Fargo	1309	Curo Management LLC	\$ -	Utilities Adequate Assurance Deposit Account
Wells Fargo	6275	Curo Management LLC	\$ -	CURO HCA Account – zero balance account (“ZBA”)
Wells Fargo	0363	Curo Management LLC	\$ -	Account Payable Account (ZBA)
Wells Fargo	6494	Curo Management LLC	\$ -	Payroll Account (ZBA)
Wells Fargo	8459	Curo Management LLC	\$ -	Legacy Curo Customer Refunds Account
Wells Fargo	1873	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	0309	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	8244	Curo Management LLC	\$ -	Legacy unused account (ZBA) (pending closure)
Wells Fargo	8097	Curo Management LLC	\$ -	Legacy As Astra Expense Account (ZBA)
Wells Fargo	0217	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	0225	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	8020	Curo Management LLC	\$ -	Legacy unused account ZBA (pending closure)
Wells Fargo	8378	Heights Finance Holding Co.	\$ -	First Heritage-Heights II Collection Account
Wells Fargo	5680	Heights Finance Holding Co.	\$ 49,342.20	Heights Legacy Operating Account
Wells Fargo	5127	Curo Management LLC	\$ -	Legacy HFC Disbursement ZBA (pending closure)
Wells Fargo	4040	Heights Finance Holding Co.	\$ -	Customer Referrals Account (ZBA)
Wells Fargo	8744	Curo Management LLC	\$ -	Title Fees Account (ZBA)
Wells Fargo	8567	Heights Finance Holding Co.	\$ -	Legacy Heights Accounts Payable ZBA (pending closure)
Wells Fargo	2139	Heights Finance Holding Co.	\$ -	Legacy Heights ACH Funding ZBA (pending closure)
Wells Fargo	5415	Heights Finance Holding Co.	\$ -	Legacy Heights payroll ZBA (pending closure)
Wells Fargo	5703	Heights Finance Holding Co.	\$ -	Legacy Heights payroll ZBA (pending closure)
Wells Fargo	9002	Curo Management LLC	\$ 104,878.65	Legacy Height Payroll check disbursement ZBA
Wells Fargo	2889	Heights Finance Holding Co.	\$ -	Heights Branch Checks Account (ZBA)
Wells Fargo	0790	Heights Finance Holding Co.	\$ -	Heights ACH Funding Account (ZBA)
Wells Fargo	2340	First Heritage Credit, LLC	\$ -	First Heritage Branch Checks Account (ZBA)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	7106	First Heritage Credit, LLC	\$ -	First Heritage ACH Funding Account (ZBA)
Wells Fargo	6920	First Heritage Credit, LLC	\$ 1,000,000.00	ACH Collateral Account
Wells Fargo	6912	Heights Finance Holding Co.	\$ -	Inactive (pending closure)
Wells Fargo	7945	Curo Management LLC	\$ -	Inactive (pending closure)
Wells Fargo	0830	Curo Management LLC	\$ -	Inactive (pending closure)
Wells Fargo	5579	Curo Management LLC	\$ 2,574,000.00	Hannover LOC Account
Wells Fargo	5058	First Heritage Credit, LLC	\$ 130,798.75	First Heritage-Heights 2 Collections Account
Wells Fargo	0679	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0991	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2440	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6644	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9987	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8565	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5164	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7286	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9995	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8540	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8631	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1915	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	4189	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2697	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5172	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9854	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1311	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5156	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8414	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0646	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5026	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3251	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8851	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9920	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7029	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1899	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9896	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0552	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0620	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8508	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8466	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8398	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9419	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7106	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2340	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5602	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8607	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8422	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5123	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0638	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1881	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7537	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8581	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0503	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0495	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0027	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1007	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8557	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3244	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8893	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3236	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8297	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8191	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5081	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6628	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8516	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8901	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8406	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2772	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0588	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0019	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9904	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0829	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0453	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8615	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1923	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0001	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8573	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8317	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8030	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0612	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2432	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1931	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	6636	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1416	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9946	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	3242	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	7037	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1840	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2169	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3865	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9979	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5485	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2540	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8623	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4876	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0653	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0854	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2424	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	3269	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0661	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0537	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	2532	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5131	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	5012	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1776	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9961	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0545	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2508	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8499	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8532	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9427	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	1535	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	8209	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	9938	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0298	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2524	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0529	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo	0596	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0604	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4197	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	0745	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	4834	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Wells Fargo	2516	First Heritage Credit, LLC	\$ -	Legacy First Heritage Cash account that is a subaccount of the 4122375058 (pending closure)
Truist	6474	Southern Management Corp	\$ 113,000.00	Heights Credit Card Collateral Account
BMO	7173	Heights Reinsurance LTD	\$ 22,000.00	Heights Reinsurance Account
BMO	3259	Heights Finance Holding Co.	\$ -	Legacy Heights customer ACH payment collection account (pending closure)
BMO	1558	Heights Finance Holding Co.	\$ 17,000.00	Legacy Heights title fee account (pending closure)
Axiom Bank	3610	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	3651	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3669	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3628	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	3636	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3685	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	3644	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Axiom Bank	9838	Curo Accounts		Legacy Curo restricted account (pending closure)
Axiom Bank	8774	Attain Finance LLC		Legacy Curo restricted account
Metropolitan Commercial Bank	1105	Curo Accounts	\$ 124,000.00	Legacy Curo restricted account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Metropolitan Commercial Bank	1091	Curo Accounts		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1083	Curo Accounts		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1296	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1318	Attain Finance LLC		Legacy Curo restricted account (pending closure)
Metropolitan Commercial Bank	1288	Attain Finance LLC	\$ 30,000.00	Legacy Curo restricted account
Metropolitan Commercial Bank	8185	Curo Management, LLC		Legacy Curo restricted account
Metropolitan Commercial Bank	8584	Curo Receivables Finance II, LLC		Legacy Curo restricted account
Bank of Missouri	0286	Curo Credit LLC	\$ 50,000.00	Legacy Curo restricted account
Bank of Missouri	0278	Curo Credit LLC	\$ 188,595.05	Legacy Curo restricted account
Bank of Missouri	1177	Curo Credit LLC	\$ 1,978,099.89	Money Market Account
First Premier Bank	4978	Curo Credit LLC		Legacy Curo restricted account (pending closure)
First Premier Bank	5378	Curo Credit LLC		Legacy Curo restricted account (pending closure)
Republic Bank	8959	Ennoble Finance, LLC.	\$ 22,000.00	Legacy Curo restricted account (pending closure)
Republic Bank	9391	Curo Accounts	\$ 243,000.00	Legacy Curo restricted account (pending closure)
Republic Bank	9403	Curo Accounts		Legacy Curo restricted account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Republic Bank	0022	Ennoble Finance, LLC.		Legacy Curo restricted account (pending closure)
Republic Bank	0015	Ennoble Finance, LLC.		Legacy Curo restricted account (pending closure)
Stride	2146	Curo Management, LLC	\$ 3,600.00	Legacy Curo restricted account (pending closure)
Stride	2157	Curo Management, LLC	\$ 45.00	Legacy Curo restricted account (pending closure)
Texas Capital Bank	6274	Heights Finance Corporation	\$ 1,000,000.00	Live Check Main Account
Texas Capital Bank	1277	First Heritage Credit LLC	\$ -	Heights Live Check Account
Texas Capital Bank	2480	Heights Finance Corporation	\$ -	First Heritage Live Check Account
Royal Bank of Canada (RBC)	8523	Curo Canada Receivables Limited Partnership (non-Debtor)	\$ 19,740,698.09	WAM SPV I Account
Royal Bank of Canada (RBC)	9638	Curo Canada Receivables Limited Partnership (non-Debtor)	\$ -	WAM SPV I Transfer Account
Royal Bank of Canada (RBC)	8806	CURO CANADA CORP.	\$ 286,564.40	Canada Collections Account
Royal Bank of Canada (RBC)	5147	CURO CANADA CORP.	\$ 3,084,488.32	Canada Store Deposits Account
Royal Bank of Canada (RBC)	8511	CURO CANADA CORP.	\$ 50,000.00	Curo Canda Corp. Insurance Account
Royal Bank of Canada (RBC)	8537	LendDirect Corp	\$ 50,000.00	LendDirect Insurance Account
Royal Bank of Canada (RBC)	8735	CURO CANADA CORP.	\$ 1,128,550.45	Canada EFT Funding Account
Royal Bank of Canada (RBC)	2026	CURO CANADA CORP.	\$ 1,342,740.64	Canada EFT Funding Account II
Royal Bank of Canada (RBC)	6167	CURO CANADA CORP.	\$ 115,252.71	BC/AB/MB/NS Online Customer Payments Account
Royal Bank of Canada (RBC)	2585	CURO CANADA CORP.	\$ 357,242.20	Canada Online Customer Payments Account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Royal Bank of Canada (RBC)	2668	CURO CANADA CORP.	\$ 2,771,975.86	Canada Western Union Money Orders Account
Royal Bank of Canada (RBC)	2718	CURO CANADA CORP.	\$ 661,994.15	Canada Telpay Account
Royal Bank of Canada (RBC)	2767	CURO CANADA CORP.	\$ 693,324.15	Money order funding
Royal Bank of Canada (RBC)	3138	CURO CANADA CORP.	\$ 7,321,242.04	Canada Main Operating Account
Royal Bank of Canada (RBC)	9903	LendDirect Corp	\$ 718,532.23	Canada Main Operating Account
Royal Bank of Canada (RBC)	0349	CURO CANADA CORP.	\$ 17,484.89	Canada Collections Account
Royal Bank of Canada (RBC)	4275	CURO CANADA CORP.	\$ 204,230.04	Canada Payroll Account
Royal Bank of Canada (RBC)	7960	CURO CANADA CORP.	\$ -	Canada Western Union Collections Account
Royal Bank of Canada (RBC)	8917	CURO CANADA CORP.	\$ 26,908.41	Canada Customer Debit Card Collections Account
Royal Bank of Canada (RBC)	0905	CURO CANADA CORP.	\$ 229,172.62	Canada Visa Funding Account
Royal Bank of Canada (RBC)	3528	CURO CANADA CORP.	\$ 849,230.23	Canada Accounts Payable Account
Royal Bank of Canada (RBC)	1548	CURO CANADA CORP.	\$ 170,000.00	RBC Letters of Credit Account
National Bank of Canada	0524	Curo Canada Receivables II Limited Partnership (non-Debtor)	\$ 3,397,692.96	ACM SPV II Account
Wells Fargo - Computershare	7500	Heights Finance I, LLC (non-Debtor)	\$ 6,571,209.14	Heights SPV I Account
Wells Fargo - Computershare	7501	Heights Finance I, LLC (non-Debtor)	\$ 3,451,766.39	Heights SPV I Reserve Account

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Wells Fargo - Computershare	8000	First Heritage I, LLC (non-Debtor)	\$ 5,815,546.68	First Heritage SPV I Account
Wells Fargo - Computershare	0801	First Heritage I, LLC (non-Debtor)	\$ 2,334,381.84	First Heritage SPV I Reserve Trust Account
CIBC Bank USA	7499	Heights Finance II, LLC (non-Debtor)	\$ -	Heights SPV II Account (pending closure)
CIBC Bank USA	6071	Heights Finance II, LLC (non-Debtor)	\$ -	Heights SPV II Reserve Account (pending closure)
Axos Bank	6101	Heights Finance II, LLC (non-Debtor)	\$ 10,798,117.61	Heights SPV II Account
Axos Bank	6119	Heights Finance II, LLC (non-Debtor)	\$ 1,696,863.04	Heights SPV II Reserve Account
Midwest Institutional Trust Account	9058	Heights Reinsurance LTD	\$ 21,898,728.78	Heights Reinsurance Trust Account
Midwest Institutional Trust Account	9066	Heights Reinsurance LTD	\$ 4,661.26	Legacy reinsurance funds account for Heights Reinsurance LTD
Citizens Community Federal	5502	Heights Finance Corporation	\$ 82,000.00	Legacy Heights cash deposit account (pending closure)
First National of Huntsville	2316	Heights Finance Corporation	\$ 8.65	Legacy Heights cash deposit account (pending closure)
West Tennessee Bank	5971	Heights Finance Corporation	\$ 3,600.00	Legacy Heights cash deposit account (pending closure)
Hancock Whitney Bank	4512	First Heritage Credit LLC	\$ 26,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5345	First Heritage Credit LLC	\$ 1,900.00	Legacy First Heritage cash deposit account (pending closure)
Sabine State Bank	1205	First Heritage Credit LLC	\$ 5,500.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	373-1	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
Sabine State Bank	7215	First Heritage Credit LLC	\$ 14,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	1756	First Heritage Credit LLC	\$ 9,400.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	1191	First Heritage Credit LLC	\$ 1,000.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	683-0	First Heritage Credit LLC	\$ 52,700.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	399-3	First Heritage Credit LLC	\$ 2,300.00	Legacy First Heritage cash deposit account (pending closure)
United Communtiy Bank	1427	First Heritage Credit LLC	\$ 3,200.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5138	First Heritage Credit LLC	\$ 18,200.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	1812	First Heritage Credit LLC	\$ 1,100.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	3162	First Heritage Credit LLC	\$ 600.00	Legacy First Heritage cash deposit account (pending closure)
United Communtiy Bank	4314	First Heritage Credit LLC	\$ 5,500.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	3883	First Heritage Credit LLC	\$ 1,600.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	3320	First Heritage Credit LLC	\$ 68,000.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	8126	First Heritage Credit LLC	\$ 5,200.00	Legacy First Heritage cash deposit account (pending closure)
The Cottonport Bank	6716	First Heritage Credit LLC	\$ 1,300.00	Legacy First Heritage cash deposit account (pending closure)
One Bank of Tennessee	2986	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)
Simmons Bank	2700	First Heritage Credit LLC	\$ 54,200.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	7721	First Heritage Credit LLC	\$ 9,000.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	2384	First Heritage Credit LLC	\$ 8,700.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	9753	First Heritage Credit LLC	\$ (4.90)	Legacy First Heritage cash deposit account (pending closure)
First Horizon	2877	First Heritage Credit LLC	\$ 1,100.00	Legacy First Heritage cash deposit account (pending closure)

Bank Name	Acct # (last 4 digits)	Entity	Approximate Balance	Purpose
First Horizon	7825	First Heritage Credit LLC	\$ 600.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	9956	First Heritage Credit LLC	\$ 7,200.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	8640	First Heritage Credit LLC	\$ 800.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	6848	First Heritage Credit LLC	\$ 2,000.00	Legacy First Heritage cash deposit account (pending closure)
First Horizon	0214	First Heritage Credit LLC	\$ 4,900.00	Legacy First Heritage cash deposit account (pending closure)
BancorpSouth	0270	First Heritage Credit LLC	\$ 1,800.00	Legacy First Heritage cash deposit account (pending closure)
JD Bank	5599	First Heritage Credit LLC	\$ 1,000.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5431	First Heritage Credit LLC	\$ 4,200.00	Legacy First Heritage cash deposit account (pending closure)
Iberia Bank	7427	First Heritage Credit LLC	\$ 2,800.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	4537	First Heritage Credit LLC	\$ 3,200.00	Legacy First Heritage cash deposit account (pending closure)
The First	8179	First Heritage Credit LLC	\$ 3,300.00	Legacy First Heritage cash deposit account (pending closure)
Community Bank	7814	First Heritage Credit LLC	\$ 9,100.00	Legacy First Heritage cash deposit account (pending closure)
First State Bank	7858	First Heritage Credit LLC	\$ 1,200.00	Legacy First Heritage cash deposit account (pending closure)
BNA Bank	9201	First Heritage Credit LLC	\$ 2,800.00	Legacy First Heritage cash deposit account (pending closure)
Cadence Bank	8399	First Heritage Credit LLC	\$ 2,000.00	Legacy First Heritage cash deposit account (pending closure)
Hancock Whitney Bank	5971	First Heritage Credit LLC	\$ 1,400.00	Legacy First Heritage cash deposit account (pending closure)

Exhibit 3**Schedule of Non-Operational Bank Accounts**

Bank	Account Number (last four)	Comments
Axiom Bank	3610, 3651, 3669, 3628, 3636, 3685, 3644, 9838, 8774	Legacy account pending closure
Bancorp South	373-1, 683-0, 399-3	Legacy account pending closure
BNA Bank	9201	Legacy account pending closure
Cadence Bank (and BancorpSouth)	373-1, 683-0, 399-3, 8126, 7721, 0270, 4537, 8399	Legacy account pending closure
CIBC Bank USA	7499, 6071	Switched to Axos Bank; CIBC accounts pending closure
Citizens Community Federal	5502	Legacy account pending closure
Community Bank	7814	Legacy account pending closure
First Horizon	1191, 3162, 4314, 2384, 9753, 2877, 7825, 9956, 8640, 6848, 0214	Legacy account pending closure
First National of Huntsville	2316	Legacy account pending closure
First Premier Bank	4978, 5378	Legacy account pending closure
First State Bank	7858	Legacy account pending closure
Hancock Whitney Bank	4512, 5345, 7256, 5138, 1812, 3883, 3320, 5431, 5971	Legacy account pending closure
Iberia Bank	7427	Legacy account pending closure
JD Bank	5599	Legacy account pending closure
Metropolitan Commercial Bank	1091, 1083, 1296, 1318	Legacy account pending closure
One Bank of Tennessee	2986	Legacy First Heritage account pending closure
Republic Bank	8959, 9391, 9403, 0022, 0015	Legacy account pending closure
Sabine State Bank	1205, 7215,	Legacy account pending closure
Simmons Bank	2700	Legacy account pending closure

Bank	Account Number (last four)	Comments
Stride	2146, 2157	Legacy account pending closure
The Cottonport Bank	6716,	Legacy account pending closure
The First Bank	8179	Legacy account pending closure
United Community Bank	1427	Legacy account pending closure
Wells Fargo	(Account numbers on file with company)	Previously unused accounts, others pending closure
West Tennessee Bank	5971	Legacy account pending closure

This is **Exhibit "D"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Jointly Administered)
	)	(Emergency Hearing Requested)
)	

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING CERTAIN DEBTORS TO
CONTINUE SELLING RECEIVABLES AND RELATED RIGHTS PURSUANT TO
THE SECURITIZATION FACILITIES, (II) MODIFYING THE AUTOMATIC STAY,
(III) SCHEDULING A FINAL HEARING AND (IV) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 4:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 4:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of an interim order, substantially in the form attached hereto (the “Interim Order”) and a final order (the “Final Order”) and together with the Interim Order (the “Orders”):

- i. in connection with the Debtors’ existing loan receivables securitization programs (collectively, the “Securitization Facilities,” each program individually, a “Securitization Facility”), relating to non-Debtors, First Heritage Financing I, LLC (“First Heritage Financing”), Heights Financing I, LLC (“Heights Financing I”), Heights Financing II LLC (“Heights Financing II,” collectively with First Heritage Financing and Heights Financing I, the “US Purchasers”), CURO Canada Receivables Limited Partnership (“Canada SPV I”), CURO Canada Receivables II Limited Partnership (“Canada SPV II,” collectively with Canada SPV I, the “Canada Purchasers,” and, Canada Purchasers collectively with US Purchasers, the “Non-Debtor Purchasers”) authorizing the applicable Debtors to enter into and/or otherwise perform (and continue to perform) under all amendments, restatements, supplements, instruments and agreements entered into in connection with the Securitization Facilities (collectively, the “Securitization Transaction Documents”), which include, but are not limited to, the following agreements:
 - (a) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Purchase Agreement”) by and among First Heritage Credit, LLC (“First Heritage”) as the direct or indirect owner of the First Heritage Originators (as defined herein), the originator parties thereto (such originators, the “First Heritage Originators”),² as transferors, First Heritage Financing, as transferee, and Wilmington Trust, National Association (“Wilmington Trust”) solely in its capacity as loan trustee for the benefit of First Heritage Financing (the “First Heritage Loan Trustee”), a copy of which is attached as Exhibit A;
 - (b) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Assignment Agreement”) by and among First Heritage Originators, as transferors, First Heritage Financing, as transferee, and First Heritage Loan Trustee, as

² “First Heritage Originators” means the following Debtors: First Heritage Credit of Alabama, LLC, First Heritage Credit of Louisiana, LLC, First Heritage Credit of Mississippi, LLC, First Heritage Credit of South Carolina, LLC and First Heritage Credit of Tennessee, LLC.

transferee solely with respect to legal title, a copy of which is attached as Exhibit B;

- (c) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Credit Agreement”) by and between First Heritage Financing, as borrower (the “First Heritage Borrower”), First Heritage, as servicer (in such role, the “First Heritage Servicer”), the subservicer parties thereto, the lenders from time to time parties party thereto (the “First Heritage Lenders”), Computershare Trust Company, National Association (“Computershare”) as paying agent, image file custodian and collateral agent, Atlas Securitized Products Holdings, L.P. (“Atlas”) as successor to Credit Suisse AG, New York Branch (“Credit Suisse”), as structuring and syndication agent (in such role, the “First Heritage Structuring and Syndication Agent”) and as administrative agent (in such role, the “First Heritage Administrative Agent”), Systems & Services Technologies, Inc. (“S&S”), as backup servicer, and the First Heritage Loan Trustee, a copy of which is attached as Exhibit C;
- (d) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Trust Agreement”) by and between First Heritage Financing, as borrower, and First Heritage Loan Trustee, a copy of which is attached as Exhibit D;
- (e) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Limited Guaranty”) by and between CURO Group Holdings Corp. (“CURO”), as guarantor (in such role, the “First Heritage Guarantor”) and First Heritage Administrative Agent, a copy of which is attached as Exhibit E;
- (f) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Fee Letter”) among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;³
- (g) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Purchase Agreement”) by and among the originator parties thereto (such originators, the “Heights Originators”),⁴ as transferors, SouthernCo, Inc. (“SouthernCo”) as the direct

³ The Fee Letters and Credit Agreements (each as defined below), as amended, contain certain terms that are commercially sensitive and proprietary in nature. Accordingly, the Debtors have filed the *Debtors’ Emergency Motion for Entry of an Order Authorizing the Debtors to Redact Certain Confidential Information and File The Credit Agreements and Fee Letters Under Seal*. The Credit Agreements attached hereto are redacted Credit Agreements.

⁴ “Heights Originators” means the following Debtors: Southern Finance of South Carolina, Inc., Southern Finance of Tennessee, Inc., Covington Credit of Alabama, Inc., Quick Credit Corporation, Covington Credit, Inc., Covington Credit of Georgia, Inc., Covington Credit of Texas, Inc., Heights Finance Corporation (an Illinois

or indirect owner of the Heights Originators, Heights Financing I, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing I (the “Heights I Loan Trustee”), a copy of which is attached as Exhibit G;

- (h) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Assignment Agreement”) by and among Heights Originators, as transferors, Heights Financing I, as transferee, and Heights I Loan Trustee, as transferee solely with respect to legal title, a copy of which is attached as Exhibit H;
- (i) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Credit Agreement”) by and between Heights Financing I, as borrower, SouthernCo, as servicer (in such role as servicer, the “Heights I Servicer”), the subservicers party thereto, the lenders from time to time parties thereto (the “Heights I Lenders”), and agents for the Lender Groups (as defined therein) from time to time parties thereto, Computershare, as paying agent, image file custodian and collateral agent, Heights I Loan Trustee, Atlas as successor to Credit Suisse, as the Structuring and Syndication Agent (in such role, the “Heights I Structuring and Syndication Agent”), Atlas as successor to Credit Suisse, as administrative agent (in such role as administrative agent, the “Heights I Administrative Agent”), and S&S, as backup servicer, a copy of which is attached as Exhibit I;
- (j) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Trust Agreement”) by and between Heights Financing I, as borrower, and the Heights I Loan Trustee, a copy of which is attached as Exhibit J;
- (k) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Limited Guaranty”) by and between CURO, as guarantor (in such role, the “Heights I Guarantor”) and the Heights I Administrative Agent, a copy of which is attached as Exhibit K;
- (l) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Fee Letter”) among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;
- (m) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Purchase Agreement,” collectively with First Heritage Purchase Agreement and Heights I Purchase Agreement, the “US Purchase Agreements”) by and

corporation) and Heights Finance Corporation (a Tennessee corporation) (collectively, with First Heritage Originators, the “US Originators”).

among Heights Originators, as transferors, SouthernCo, as the direct or indirect owner of Heights Originators, Heights Financing II, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing II (the “Heights II Loan Trustee”), a copy of which is attached as Exhibit M;

- (n) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Assignment Agreement”) by and among Heights Originators, as transferors, and Heights Financing II, as transferee, and Heights II Loan Trustee, as transferee solely with respect to legal title, a copy of which is attached as Exhibit N;
- (o) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Credit Agreement,” collectively with First Heritage Credit Agreement and Heights I Credit Agreement, the “US Credit Agreements”) by and between Heights Financing II, as borrower, SouthernCo, as servicer (in such role as servicer, the “Heights II Servicer,” collectively with First Heritage Servicer and Heights I Servicer, the “US Servicers”), the subservicers party thereto identified in Schedule H thereto, the lenders from time to time party thereto (the “Heights II Lenders,” collectively with First Heritage Lenders and Heights I Lenders, the “US Lenders”), S&S, as backup servicer and image file custodian, Heights II Loan Trustee, Midtown Madison Management, LLC (“Midtown”), as structuring and syndication agent (in such role, the “Heights II Structuring and Syndication Agent,” collectively with First Heritage Structuring and Syndication Agent and Heights I Structuring and Syndication Agent, the “US Structuring and Syndication Agents”), Midtown as paying agent and collateral agent and Midtown as administrative agent (in such role as administrative agent, the “Heights II Administrative Agent,” collectively with First Heritage Administrative Agent and Heights I Administrative Agent, the “US Administrative Agents”), a copy of which is attached as Exhibit O;
- (p) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Trust Agreement”) by and between Heights Financing II, as borrower, and Heights II Loan Trustee, a copy of which is attached as Exhibit P;
- (q) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Limited Guaranty,” collectively with First Heritage Limited Guaranty and Heights I Limited Guaranty, the “US Guaranties”) by and between CURO, as guarantor (in such role, the “Heights II Guarantor” collectively with First Heritage Guarantor and Heights I Guarantor, the “US Guarantors”) and Heights II Administrative Agent, a copy of which is attached as Exhibit Q;

- (f) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Fee Letter,” collectively with First Heritage Fee Letter and Heights I Fee Letter, the “US Fee Letters”);
- (s) that certain *Second Amended and Restated Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Purchase Agreement”) by and among CURO Canada Corp. (“CURO Canada”) and LendDirect Corp. (“LendDirect”) as sellers (in the role as sellers, the “Canada I Originators”) and as servicers (in the role as servicers, the “Canada I Servicers”), and Canada SPV I, as transferee, a copy of which is attached as Exhibit S;
- (t) that certain *Second Amended and Restated Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Credit Agreement”) by and between Canada SPV I, by its general partner, CURO Canada Receivables GP Inc. (“Canada I General Partner”), as borrower, WF Marlie 2018-1, Ltd. (“WF Marlie”) as lender and the other lenders from time to time party thereto (with WF Marlie, the “Canada I Lenders”) Waterfall Asset Management, LLC (“Waterfall”) as administrative agent (in such role as administrative agent, the “Canada I Administrative Agent”), a copy of which is attached as Exhibit T;
- (u) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I GSA”) by and among Canada SPV I, and non-Debtor Canada I General Partner as debtors (collectively the “Canada I GSA Debtors”), and Canada I Administrative Agent, a copy of which is attached as Exhibit U;
- (v) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I SSA”) by and between Canada SPV I, as purchaser, and Canada I Originators, a copy of which is attached as Exhibit V;
- (w) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I BU Agreement”) by and between Canada SPV I, Canada I Administrative Agent, Curo Canada, f/k/a Cash Money Cheque Cashing Inc. and LendDirect as servicers, and S&S as back-up servicer and verification agent, a copy of which is attached as Exhibit W;
- (x) that certain *Second Amended and Restated Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Limited Guaranty”) by and between CURO, as guarantor (the “Canada I Guarantor”), Canada I Originators, Canada I Servicers, Canada SPV I, Canada I Lenders and Canada I Administrative Agent, a copy of which is attached as Exhibit X;

- (y) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Fee Letter”) among Canada SPV I, CURO, WF Marlie and Canada I Administrative Agent;
- (z) that certain *Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Purchase Agreement,” collectively with Canada I Purchase Agreement, the “Canadian Purchase Agreements,” Canadian Purchase Agreements collectively with US Purchase Agreements, the “Purchase Agreements”) by and among CURO Canada and LendDirect as sellers (in the role as sellers, the “Canada II Originators,” collectively with Canada I Originators, the “Canada Originators,” Canada Originators collectively with US Originators, the “Originators”) and as servicers (in the role as servicers, the “Canada II Servicers,” collectively with Canada I Servicers, the “Canada Servicers,” Canada Servicers collectively with US Servicers, the “Servicers”), and Canada SPV II, as transferee, a copy of which is attached as Exhibit Z;
- (aa) that certain *Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Credit Agreement,” collectively with Canada I Credit Agreement, the “Canada Credit Agreements,” Canada Credit Agreements collectively with US Credit Agreements, the “Credit Agreements”) by and between Canada SPV II, by its general partner, CURO Canada Receivables II GP Inc. (the “Canada II General Partner”), as borrower, the lenders from time to time party thereto (the “Canada II Lenders,” collectively with Canada I Lenders, the “Canada Lenders,” Canada Lenders with US Lenders, the “Lenders”), Midtown as administrative agent (in such role as administrative agent, the “Canada II Administrative Agent,” collectively with Canada I Administrative Agent, the “Canada Administrative Agents,” Canada Administrative Agents collectively with US Administrative Agents, the “Agents”), a copy of which is attached as Exhibit AA;
- (bb) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II GSA”) by and among Canada SPV II, and non-Debtor Canada II General Partner as debtors (collectively the “Canada II GSA Debtors”), and Canada II Administrative Agent, a copy of which is attached as Exhibit BB;
- (cc) that certain *Pledge Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Pledge”) by and among CURO Canada and LendDirect as pledgors (in such role, the “Canada II Pledgors”), and Canada II Administrative Agent, a copy of which is attached as Exhibit CC;
- (dd) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II SSA”) by and

- between Canada SPV II, as purchaser, and Canada II Originators, a copy of which is attached as Exhibit DD;
- (ee) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II BU Agreement”) by and between Canada SPV II, Canada II Administrative Agent, Canada II Servicers, and S&S as back-up servicer and verification agent, a copy of which is attached as Exhibit EE;
 - (ff) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Limited Guaranty”) by and between CURO, as guarantor (in such role, the “Canada II Guarantor,” collectively with Canada I Guarantor, the “Canada Guarantors”) and Canada II Administrative Agent, a copy of which is attached as Exhibit FF;
 - (gg) that certain *Limited Guarantee* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Partners Limited Guarantee” collectively with the Canada I Limited Guaranty, Canada II Limited Guaranty, and US Guaranties, the “Guaranties”) by and between CURO Canada, LendDirect and Canada II GP as guarantors (in such role, the “Canada II Partner Guarantors,” collectively with US Guarantors and Canada Guarantors, the “Guarantors”) and Canada II Administrative Agent, a copy of which is attached as Exhibit GG;
 - (hh) that certain Fee Letter (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Fee Letter” with the U.S. Fee Letters and the Canada I Fee Letter, collectively, the “Fee Letters”) among Canada SPV II, CURO, and Canada II Administrative Agent;
 - (ii) that certain *Intercreditor Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II IC”) by and among the Atalaya Lenders (as defined therein), Canada II Administrative Agent, Canada SPV II, Canada II General Partner, WF Marlie, Canada I Administrative Agent, Canada SPV I, CURO Canada and LendDirect, a copy of which is attached as Exhibit II;
 - (jj) each of the other Basic Documents or Transaction Documents (as defined in the Securitization Transaction Documents), as applicable, to which the applicable Debtors are parties;
- ii. authorization for the Securitization Facilities Debtors (as defined below) to continue the Securitization Facilities, subject to the terms of the Interim Order and the Final Order, in the ordinary course of business, including, without limitation, authorizing:
- (a) the Originators to continue selling, pursuant to the respective Purchase Agreements free and clear of any and all liens, claims, charges, interests or

- encumbrances, certain loan receivables and related rights and interests (the “Receivables”) to the respective Non-Debtor Purchasers, in accordance with and pursuant to the respective Purchase Agreements;
- (b) the Servicers to continue servicing and collecting the Receivables pursuant to the respective Purchase Agreements and the respective Credit Agreements; and
 - (c) the Guarantors to continue guaranteeing, pursuant to the respective Guaranties, the obligations of the Originators and the Servicers under the Securitization Transaction Documents to which they are a party (Servicers, Originators and Guarantors, are referred to herein collectively as the “Securitization Facilities Debtors”);
- iii. authorization for the Securitization Facilities Debtors to cause and direct each of the respective Non-Debtor Purchasers to perform or continue to perform under each of the Securitization Transaction Documents to which such Non-Debtor Purchaser is a party;
 - iv. authorization for the Securitization Facilities Debtors to further amend the Securitization Transaction Documents, on a postpetition basis, as necessary and appropriate, and as agreed to by the respective Agent for each Securitization Facility on behalf of such Agent’s respective Lenders, and to perform their obligations thereunder, subject to the terms of the Interim Order and the Final Order;
 - v. pursuant to Bankruptcy Code section 365 authorization for the Securitization Facilities Debtors, as applicable, to assume, and approval of the assumption of, the Securitization Transaction Documents to which they are a party;
 - vi. pursuant to Bankruptcy Code section 364(c)(1), a grant to the respective Non-Debtor Purchasers, and the respective Agents, priority in payment, with respect to the obligations of the respective Securitization Facilities Debtors under the applicable Securitization Transaction Documents, over any and all administrative expenses of the kinds specified in Bankruptcy Code sections 503(b) and 507(b), other than with respect to (a) the DIP Superpriority Claims (as defined in the DIP Orders) (which shall be *pari passu* with the Superpriority Claims (as defined below) granted in the Orders) and (b)(i) the Carve Out⁵ (which, notwithstanding any provision of the Orders or in the Securitization Transaction Documents to the contrary, shall be senior in priority in all respects to the Superpriority Claims and the Liens (as defined below) granted under the Orders) and (ii) the charge granted

⁵ “Carve Out” has the meaning set forth in the interim and final orders approving the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay, and (V) Scheduling a Final Hearing* (as may be amended, restated, or otherwise modified from time to time, collectively, the “DIP Orders”, and the motion, the “DIP Motion”).

by the Canadian Court⁶ in the Canadian Recognition Proceedings on the assets, undertakings and properties of the Canadian Debtors (the “Canadian Property”) in favor of Canadian counsel to CURO and the Canadian Debtors, the Court-appointed Information Officer and its counsel (the “Administration Charge”), each with respect to the applicable Debtors and without duplication;

- vii. pursuant to Bankruptcy Code section 364(c)(1), a grant of the Liens (as defined below) in favor of the respective collateral or administrative agents under the respective Securitization Transaction Documents (each a “Collateral Agent” and collectively, the “Collateral Agents”), to the extent any transfer of the Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale;
- viii. pursuant to Bankruptcy Code section 362, modification of the automatic stay to permit the enforcement of remedies under the Securitization Transaction Documents; and
- ix. that a final hearing to consider the relief requested in the Motion on a final basis (the “Final Hearing”) be scheduled and held within twenty-eight (28) days of entry of this Interim Order and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of the Final Order authorization for, on a final basis, among other things, the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section[s] 105(a), 362, 363, 364, 365, 503, 506, 507, 1107(a) and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and

⁶ As noted in the First Day Declaration (as defined below), CURO intends to bring an application for recognition of the Chapter 11 Cases of Curo Canada and LendDirect under the *Companies’ Creditors Arrangement Act* (Canada) before the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”).

Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands through the Debtors Curo Canada Corp. and LendDirect Corp. (the “Canadian Debtors”). As of Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company’s capital structure includes approximately \$2.1 billion of funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter*

11 Petitions and First Day Motions (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein. A description of the proposed DIP financing and the necessity for the continuation of the Securitization Facilities supporting this Motion is set forth in the *Declaration of Joe Stone (Oppenheimer & Co., Inc.) in Support of (A) the Debtors’ DIP Financing Motion and (B) the Debtors’ Securitization Motion* (the “Oppenheimer Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

Preliminary Statement

8. The Securitization Facilities are a crucial source of day-to-day operating liquidity for the Debtors. Since August of 2018, in exchange for immediate liquidity, the Originators have continuously sold certain ordinary-course loan receivables to the Non-Debtor Purchasers -- each a non-Debtor special purpose entity. Without sales that take place under the Securitization Facilities, the Debtors would be unable to fund their operations. The continuation of the Securitization Facilities is critical for the Debtors to maintain sufficient liquidity during the Chapter 11 Cases. The Debtors’ ability to operate without disruption during the Chapter 11 Cases is dependent upon continued access to the liquidity provided by the Securitization Facilities.

9. If the Debtors were denied authority to extend the Securitization Facilities on a postpetition basis, they would suffer significant liquidity challenges and a disruption to the ordinary course of their business operations, as the Debtors would not be able to access the daily cash collections on the Receivables, which are a critical component of their liquidity, until all obligations under the Prepetition Securitization Transaction Documents (as defined below) are paid in full. Continuation of the Securitization Facilities will avoid such an immediate adverse impact on the Debtors’ liquidity and significant value destruction.

10. Contemporaneous herewith, the Debtors filed the DIP Motion, seeking approval to enter into a debtor in possession financing facility (the “DIP Facility”), secured by substantially all assets of the Debtors, which is also critical to ensuring sufficient liquidity for the Debtors during these cases⁷. The DIP Facility and the Securitization Facilities, together with the proposed restructuring transactions contemplated by the RSA (as defined in the First Day Declaration), provide the Debtors with a clear path to emerge from the Chapter 11 Cases better positioned for long-term success with a de-levered balance sheet. Accordingly, the Debtors are seeking the relief requested herein.

Concise Statement of Certain Material Terms⁸

11. The below summary of material terms has been included to assist the parties in interest and the Court. While the Debtors seek (i) to grant Liens to the extent any transfer of Receivables to the Non-Debtor Purchasers on or after the Petition Date is subsequently recharacterized as an extension of credit or a pledge rather than an absolute sale, and (ii) to grant the Non-Debtor Purchasers a superpriority administrative expense claim, the Debtors do not seek to obtain credit by this Motion.

12. The proposed Interim Order contains the following provisions:

Material Provision	Summary
Sale or Plan Confirmation Milestones	<p>The Credit Agreements will include the following milestones related to the Chapter 11 Cases (the “<u>Milestones</u>”):</p> <ul style="list-style-type: none"> • No later than one (1) business day after the Petition Date, the Debtors shall have filed the Bankruptcy Plan and Disclosure Statement; • No later than three (3) business days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;

⁷ The assets of the Canadian Debtors are not collateral for the DIP Facility. For more detail regarding the DIP Facility, see the DIP Motion.

⁸ Capitalized terms used in this summary chart but not otherwise defined have the meanings ascribed to them in the Securitization Facilities Documents, the Restructuring Support Agreement or the Interim Order, as applicable.

Material Provision	Summary
	<ul style="list-style-type: none"> • No later than three (3) business days after the Petition Date, the Bankruptcy Court shall have entered the Interim Order; • No later than forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order • No later than forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Order; • No later than fifty (50) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order confirming the Plan and approving the Disclosure Statement; and • No later than one hundred twenty (120) calendar days after the Petition Date, the Effective Date of the Bankruptcy Plan shall have occurred. <p>The Credit Agreements regarding Canada SPV I and Canada SPV II will include the following additional Milestones:</p> <ul style="list-style-type: none"> • No later than one (1) business day after the Petition Date, the Canadian Court shall have issued the Canadian Initial Stay Order; • No later than five (5) business days after the Petition Date, the Canadian Court shall have issued the Canadian Initial Recognition Order, the Canadian Supplemental Recognition Order and the Canadian Interim Securitization Recognition Order; • No later than fifty (50) business days after the Petition Date, the Canadian Court shall have issued the Canadian Final Securitization Recognition Order; • No later than fifty-seven (57) calendar days after the Petition Date, the Canadian Court shall have issued an order recognizing and giving full force and effect in Canada to the order of the Court confirming the Plan, which order shall be in form and substance acceptable to the respective Canadian Administrative Agents. <p><i>Amended Credit Agreements, Heights I Credit Agreement ¶ 6.02(z). Canada II Credit Agreement, ¶ 5.45(e)</i></p>
Cross-Collateralization	N/A
Roll-Ups / Refinance	N/A
Liens on Avoidance Actions or Proceeds Thereof	N/A
Default Provisions and Remedies	<p>The Purchase Agreements and Credit Agreements contain events of default that are usual and customary for receivables financing arrangements, including, without limitation, failing to make when due any payment or deposit to be made. Moreover, prior to exercising certain remedies the respective Agent must give five (5) business days notice and consents to an emergency hearing regarding an event of default.</p> <p><i>Interim Order, ¶ 21.</i></p>
Releases of Claims	Subject to Paragraph 24 of the Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their respective past, present, and future

Material Provision	Summary
	<p>predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges from and acquits of any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action of any kind, nature, or description (whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort, or under any state or federal law or otherwise, in each case arising from or related to any acts or transactions occurring prior to the Petition Date) against any Non-Debtor Purchaser or with respect to any property heretofore conveyed to that Non-Debtor Purchaser, the Agents, the Structuring and Syndication Agents, the Lenders, and, with respect to each of the foregoing, their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, and the respective successors and assigns thereof (collectively, in each case solely in their capacity as such, the “<u>Released Parties</u>”), arising from or related to the Securitization Facilities, including any recharacterization, subordination, avoidance, or other claim arising under or pursuant to Bankruptcy Code section 105 or chapter 5 of the Bankruptcy Code or any similar provisions of applicable state or federal law; <u>provided, however</u>, that nothing in this Interim Order releases any party thereto from its contractual obligations under the Securitization Transaction Documents or in any way affects its property interests in the Receivables or the proceeds thereof.</p> <p><i>Interim Order, ¶ 4.</i></p>
Limitations on Use of Cash Collateral or DIP Proceeds	N/A
Non-Consensual Priming Liens	All priming liens are consensual.
Any Other Provision That Limits Estate Fiduciaries to Fulfill Duties	N/A

13. Each of the foregoing provisions are customary for securitization facilities in cases of this complexity and appropriate under the circumstances.⁹ In addition, the provisions were

⁹ See, e.g., *Audacy, Inc.*, No. 24-90004 (CML) (Bankr. S.D. Tex. Feb. 20, 2024); *In re Air Methods Corp.*, No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023) (authorizing debtors to enter into amendments to and continuation of accounts receivable securitization facility postpetition, and granting superpriority claims in favor of securitization lenders pursuant to Bankruptcy Code section 364(c)(1)).

negotiated in good faith and at arm's length and are part of the overall deal with respect to the Securitization Facilities and RSA. Where possible, the Debtors have sought to defer the effectiveness of such provisions to entry of a Final Order to ensure that parties in interest have a full and fair opportunity to be heard. Accordingly, the foregoing provisions should be approved.

The Securitization Facilities¹⁰

14. Beginning in August of 2018, the Company began entering the Prepetition Securitization Transaction Documents (as defined below) which established the Securitization Facilities. Under the Securitization Facilities, the Non-Debtor Purchasers purchase Receivables from certain Originators identified in the respective Securitization Transaction Documents pursuant to the Purchase Agreements. The Guarantors guarantee the Originators' and Servicers' performance under the Prepetition Securitization Transaction Documents to which they are a party.

15. To ensure continued liquidity through the Securitization Facilities on a postpetition basis, the Company negotiated with the respective Agents and Lenders to amend, modify and waive certain terms of the Securitization Transaction Documents (as such documents were in effect prior to the Petition Date, the "Prepetition Securitization Transaction Documents") to allow the Securitization Facilities to continue postpetition notwithstanding the commencement of the Chapter 11 Cases (which would have otherwise been a default under the Prepetition Securitization Transaction Documents). These negotiations proved successful, and subject to Court approval, the Securitization Transaction Documents will provide the Debtors with continued access to liquidity by keeping the Securitization Facilities in effect postpetition. Additional amendments to

¹⁰ The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control.

the Securitization Transaction Documents are being finalized and will be executed on a postpetition basis.

16. In connection with entry into the above-referenced amendments to the Securitization Transaction Documents, each of the Non-Debtor Purchasers and Originators agreed to, among other things:

- grant certain Collateral Agents the Pledge Liens (as defined below);
- in some instances, extend the term of the Securitization Facility and modify the pricing, advance rates and financial covenants upon the Effective Date of the proposed Plan;
- amend the maturity date, pricing, advance rates, “Events of Default”, financial covenants, and other representations and warranties and covenants under the Securitization Transaction Documents to account for the circumstances of the Chapter 11 Cases and provide that the Debtors’ voluntary chapter 11 filing does not trigger an “Event of Default”; and
- alter the fee structure of the Securitization Facilities.

I. Purchase and Sale of Receivables

17. The Originators originate or acquire the Receivables that are subject to the Securitization Facilities. Under the respective Purchase Agreements, the Originators sell the Receivables to the respective Non-Debtor Purchasers. After the creation or acquisition of Receivables by the applicable Originator, such Originator selects Receivables based on the eligibility terms in each of the applicable Purchase Agreements to be transferred to a particular Non-Debtor Purchaser.¹¹ Once the other conditions to purchase are satisfied under the applicable Purchase Agreements, the transfers are effected through an assignment, with respect to transfers pursuant to the US Purchase Agreements (a form of which is attached to each US Purchase Agreement) or a purchase notice, with respect to transfers pursuant to the Canadian Purchase

¹¹ If a Receivable qualifies for sale under both of the Canadian Purchase Agreements, the Debtors allocate the Receivable to one of the Canada Purchasers.

Agreements (a form of which is attached to each Canadian Purchase Agreement). The assignments and purchase notices identify which Receivables are being transferred by the applicable Originator to the applicable Non-Debtor Purchaser along with certain other material terms of the purchase. Under the terms of the respective Purchase Agreements, the transfers from the Originators to the Non-Debtor Purchasers are “true sales” and absolute assignments of the Receivables. Each Originator has also granted a precautionary, back-up security interest in the transferred Receivables, which security interest has been perfected by the filing of UCC-1 financing statements and the Canadian equivalents in the proper filing office in the appropriate jurisdictions under applicable law. These security interests are granted solely to guard against the possibility that, contrary to the express terms of the Purchase Agreements and intent of the parties, the transfers of the Receivables are recharacterized as loans, extensions of credit, or the grant of a security interest to secure a debt or other obligation rather than true sales.

18. Pursuant to the respective Purchase Agreements and the Credit Agreements, the Servicers on behalf of the respective Non-Debtor Purchasers, are responsible for, among other things, servicing, administering and collecting on the Receivables. Each Servicer receives a fee which is comparable to the fees that would be paid to an independent third-party servicer on an arm’s length basis.

19. Under the terms of the respective Purchase Agreements, the purchase price of the Receivables is intended to represent the fair market value of the Receivables being sold as agreed by the Originator and the Non-Debtor Purchaser, as applicable, at the time of transfer. Pursuant to the respective Purchase Agreements, the Non-Debtor Purchasers pay the purchase price for Receivables sold thereunder.

II. Use of the Securitization Facilities

20. Continuation of the Securitization Facilities prevents an immediate and significant drain on liquidity and associated degradation of value that would result from its termination. In the event that certain events of default occur under the respective Securitization Transaction Documents or the Securitization Facilities are terminated, the collections and proceeds of outstanding Receivables sold from time to time to the Non-Debtor Purchasers would continue to be remitted to the Non-Debtor Purchasers, but such collections and proceeds would be used to reduce the obligations that the Non-Debtor Purchasers owe to the Agents under the Securitization Transaction Documents until all such amounts have been reduced to zero.

III. Collection of Receivables, Application of Proceeds.¹²

21. Customer payments are initially received in accounts in the name of Debtor Heights Finance Holding Co. (“Heights Holdco”) (for Heights Financing I and Heights Financing II), Debtor First Heritage (for Heights Financing II and First Heritage Financing) and Curo Canada (for the Canada Purchasers). Thereafter, daily disbursements are made from these collection accounts. Based on a daily payment bifurcation report, the Heights Holdco account makes disbursements to the Debtors’ main operating account, and controlled accounts held by Heights Financing I and Heights Financing II (as described below). The First Heritage account makes daily sweeps to a ComputerShare account (as described below) for First Heritage Financing. Historically, Curo Canada sweeps the funds into the Curo Canada’s main operating account and Curo Canada segregates the funds for each of the Canada Purchasers and transfer the corresponding proceeds to collection accounts maintained by each of the Canada Purchasers. The

¹² For additional discussion of the Debtors’ cash management program, see the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue to (A) Operate Their Cash Management System, (B) Use Existing Checks, and Business Forms, and (C) Honor Certain Intercompany Arrangements, and (II) Granting Related Relief*, filed contemporaneously herewith.

master collection accounts maintained on behalf of Heights Holdco and First Heritage are governed by account control agreements including: (a) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Holdco, Computershare, and BMO Harris Bank, National Association; (b) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Holdco, Computershare, and Wells Fargo Bank, National Association; and (c) that certain *Amended and Restated Deposit Account Control Agreement*, dated as of February 28, 2024, by and among First Heritage Servicer, Computershare, and Wells Fargo Bank, National Association. The collection accounts maintained on behalf of the Non-Debtor Purchasers are governed by account control agreements including: (a) that certain *Account Control Agreement*, dated as of July 13, 2022, by and among First Heritage Financing, First Heritage Servicer, and Computershare; (b) that certain *Account Control Agreement*, dated as of July 15, 2022, by and among Heights Financing I, Heights I Servicer, and Computershare; (c) that certain *Deposit Account Control Agreement*, dated as of November 3, 2023, by and among Heights Financing II, SouthernCo, Midtown as collateral agent and CIBC Bank USA; (d) that certain *Deposit Account Control Agreement*, dated as of February 29, 2024, by and among the Heights Financing II, Axos Bank and Midtown as agent; (e) that certain *Blocked Accounts Agreement*, dated as of August 2, 2018, by and among Canada SPV I, Canada I General Partner, Canada I Administrative Agent and Royal Bank of Canada; (g) that certain *Blocked Account Agreement*, dated as of August 1, 2023, by and among Canada SPV II, Canada II Administrative Agent and National Bank of Canada; and (h) that certain Letter Agreement, by and between Curo Canada, LendDirect, the Canada II Administrative Agent and Brink's Canada Limited (collectively, the "Collection Accounts").

22. Pursuant to the Purchase Agreements, the Credit Agreements, the Canada I GSA, the Canada II GSA and the corresponding accounting control agreements for the Collection Accounts, the respective Agents have dominion and control over each of the Collection Accounts. Funds collected in the Collection Accounts are then released pursuant to the Securitization Transaction Documents.

IV. Security Interests

23. Under the Securitization Transaction Documents, to continue to secure the Non-Debtor Purchasers' obligations, the respective Agents on behalf of the respective Lenders continue to hold a perfected security interest in all of the respective Non-Debtor Purchasers' property, including all Receivables, the Collection Accounts, the rights of the respective Non-Debtor Purchasers under the respective Purchase Agreements, and all proceeds of the foregoing.

24. The Securitization Transaction Documents expressly state that the transfers of Receivables from the Originators to the respective Non-Debtor Purchasers are, in each case, whether occurring prior or subsequent to the Petition Date, true sales and absolute assignments of the Receivables. If, however, contrary to the intent of the parties (and notwithstanding entry of the Interim Order and the Final Order, in which the Debtors stipulate that the transfers of the Receivables constitute true sales), any transfer of Receivables by an Originator to one of the Non-Debtor Purchasers, on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale, to secure an Originator's postpetition obligations to the applicable Non-Debtor Purchasers, one of the Agents, and/or the other Secured Parties (as defined in the Purchase Agreements) under the Securitization Transaction Documents, the Originators agreed to grant the respective Collateral Agent, valid, binding, continuing, enforceable, unavoidable and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold in

connection with the applicable Securitization Facility on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired pursuant to Bankruptcy Code section 364 (the “Receivables Liens”).

25. To the extent of the Receivables sold by the Securitization Facilities Debtors to the Non-Debtor Purchasers on or after the Petition Date, the respective Collateral Agents (for the benefit of the respective Secured Parties under the respective Securitization Transaction Documents) will also be granted (effective and perfected upon the date of entry of the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements), valid, binding, continuing, enforceable, unavoidable and fully perfected continuing first-priority security interests in all of Originators’ now existing and hereafter acquired or arising, right, title and interest in, to and under all limited liability company interests or partnership interests, as applicable, and all other equity interests in each case in the respective Non-Debtor Purchasers¹³ and all proceeds and products thereof pursuant to Bankruptcy Code section 364 (the “Pledge Liens,” and collectively with the Receivables Liens, the “Liens”).

V. Certain Obligations of the Originators

26. Under the Purchase Agreements, in the event that certain representations and warranties made by the Originators as to the nature of the Receivables (including whether such Receivable was an “Eligible Receivable” (as defined in the Purchase Agreements)) were inaccurate when made, then the Originators are required to repurchase such Ineligible Receivable or Disqualified Receivable (as defined in the respective Purchase Agreements) along with certain

¹³ Pursuant to the Pledge Agreement, the limited partnership and general partnership interests in Canada SPV II are already pledged to the Canada II Administrative Agent.

other obligations to repurchase Receivables (as described in the Securitization Transaction Documents, the “Repurchase Obligations”).

27. Further, pursuant to the Guaranties, the Guarantors have guaranteed each of the respective Originators and Servicers performance under the Securitization Transaction Documents. In connection with the continuation of the Securitization Facilities pursuant to the Securitization Transaction Documents, the Debtors seek approval of superpriority claims against the respective Securitization Facilities Debtors (without the need to file any proof of claim) and in favor of each of the applicable Non-Debtor Purchasers and the applicable Agents. These superpriority claims are in respect of all obligations of the respective Securitization Facilities Debtors under the Securitization Transaction Documents for the specific Securitization Facility, including the Repurchase Obligations and certain other limited indemnification obligations of the Securitization Facilities Debtors under the Securitization Transaction Documents (such claims, the “Superpriority Claims”). The Debtors also seek approval for the Agents to enforce on a derivative basis any Superpriority Claims in favor of the respective Non-Debtor Purchasers.

28. The Superpriority Claims will, for purposes of section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code sections 364 and 503(b), and will be payable from, and have recourse to, all prepetition and postpetition property of the applicable Securitization Facilities Debtors and all proceeds thereof in accordance with the terms of the Interim Order and the Final Order. The Superpriority Claims will have priority over any and all administrative expenses, adequate protection claims, diminution claims and all other claims against the respective Securitization Facilities Debtors, now existing or hereafter arising, of any kind whatsoever; *provided*, that the Superpriority Claims will be subject and subordinate solely to the Carve Out and the Administration Charge (solely with respect to the Canadian Property) and

rank *pari passu* solely with the DIP Superpriority Claims (as defined in the DIP Orders) against the applicable Securitization Facilities Debtors and senior to the Adequate Protection Superpriority Claims (as defined in the DIP Orders), with respect to the applicable Debtors. For avoidance of doubt, nothing contained herein shall be construed (i) to grant, or otherwise permit an Agent a right to enforce, any Superpriority Claim against an Originator or a Servicer that is not specifically identified in the Agent’s component Securitization Transaction Documents, or (ii) modify, alter, amend or replace any parties’ rights or obligations under any applicable intercreditor agreement.

VI. Events of Default and Maturity Date¹⁴

29. In addition to the terms described above, the Securitization Transaction Documents also permit the termination of the Securitization Facilities and the acceleration of Non-Debtor Purchasers payment obligations under the Securitization Facilities, and the termination of the Purchase Agreements, upon the occurrence of certain events (each an “Event of Default”), including but not limited to¹⁵:

- dismissal or conversion to a chapter 7 proceeding;
- maturity of the Debtors’ DIP Facility;
- appointment of a trustee or an examiner with expanded powers;
- entry of an order modifying the Interim Order or Final Order or the Debtor seeks such relief;
- filing by the Debtors of a motion to approve a DIP Facility that is not an Eligible DIP Facility or an order is entered approving such a DIP Facility;
- entry of an order modifying the automatic stay to allow a third party to proceed against the Collateral of the Lenders;

¹⁴ Capitalized terms used in this Section VI and not otherwise defined in this Motion shall have the meanings ascribed to them in the Securitization Transaction Documents.

¹⁵ Each Securitization Facility has different Events of Default. The below list of Events of Default is illustrative of the Events of Default across each Securitization Facility, and subject to the exact terms of each Event of Default are set forth in the respective Credit Agreements.

- filing of a motion to approve a DIP financing appointment secured by any receivables, collateral, security, collections, lock-box or collection accounts subject to the Securitization Facility;
- filing by the Debtors or any affiliate of any motion or proceeding that would reasonably be expected to have a material and adverse effect on the Lenders' rights under the Securitization Facility;
- existence of an Adverse Claim against the Collateral of the Lenders;
- entry of an order authorizing recovery against the Collateral of the Lenders under Bankruptcy Code section 506(c);
- with respect to super-priority claims of the Borrowers, Originators or Lenders that are *pari passu* with, or senior to the super-priority claims of the Lenders, granting of any super-priority claims (other than the DIP Facility claims or the Administration Charge, as applicable) or claims for surcharge against the Lenders;
- other orders are entered in the Chapter 11 Cases which impair the rights of the Lenders or the Administrative Agent with respect to the facility documents under the Securitization Facility;
- the occurrence of any "event of default" under the DIP Facility after giving effect to all applicable cure rights, grace periods, waivers, amendments or modifications;
- commencement of a Challenge by a party to the Restructuring Support Agreement;
- Non-Debtor Purchasers or their affiliates are enjoined by a final order from conducting a material part of their business;
- substantive consolidation of the Non-Debtor Purchaser with any of the Debtors;
- failure to provide timely drafts of pleadings;
- subject to notice and cure periods, failure to comply with the Orders;
- failure to comply with any Milestone;
- termination of the Restructuring Support Agreement;
- the proposal or filing of (a) a plan of reorganization or (b) motion to approve a sale of (I) all or substantially all of the Debtors' assets or (II) any materials asset(s) that are essential to the continued operation of the Securitization Program, in each case that does not render the Lenders unimpaired and/or provide for the payment in full in cash of the claims arising under the Securitization Program, or as otherwise agreed by the Lenders and

- cross defaults to the other securitization facilities of the Debtors or sponsored by the Debtors.

In addition, an Event of Default (as defined in the Purchase Agreements) under the Purchase Agreement will occur within three (3) calendar days of the Petition Date if the Interim Order has not been entered. This would result in all of the Non-Debtor Purchasers' obligations becoming immediately due and payable, and the Non-Debtor Purchasers would be required to use all of their available funds to make payments on its obligations to the Agents rather than to purchase Receivables from the Originators.

VII. Pricing, Fees, and Expenses

30. In connection with the Securitization Transaction Documents, the Debtors have agreed to revised yield rates and fees, payable by the Non-Debtor Purchasers to the respective Agents and Lenders pursuant to the terms set forth in the Securitization Transaction Documents. The yield rates and fees set forth in the Securitization Transaction Documents effectively represent the new pricing of the Securitization Facilities.

31. The Non-Debtor Purchasers and certain Securitization Facilities Debtors have also agreed to pay the reasonable and documented fees, costs and disbursements of the Agents (including any advisors' fees and expenses) in connection with the Securitization Transaction Documents. The Debtors submit that the fees, expense reimbursements, and other payment terms under the Securitization Transaction Documents are fair, reasonable, and customary for financings of this type.

Applicable Authority

VIII. The Debtors Should Be Authorized to Enter into the Securitization Transaction Documents, Continue Selling Receivables and Related Rights Pursuant to the Securitization Facilities, and Pay Fees In Connection Therewith

32. The Debtors' decision to continue the Securitization Facilities pursuant to the Securitization Transaction Documents, and to cause and direct the Non-Debtor Purchasers to pay the associated expenses, is an appropriate exercise of the Debtors' business judgment and should be approved by this Court under Bankruptcy Code sections 105(a) and 363(b). Bankruptcy Code section 363(b)(1) allows debtors, after notice and hearing, to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Debtors' decisions to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See, e.g., Inst'l Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business."); *In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.").

33. Courts emphasize that the business judgment rule is a standard that "is flexible and encourages discretion." *In re ASARCO, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011). "Great judicial deference is given to the [debtor's] exercise of business judgment." *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (N.D. Tex. 2005). As long as a transaction "appears to enhance a debtor's estate, court approval of a debtor-in-possession's decision to [enter into the transaction] should only be withheld if the debtor's

judgment is clearly erroneous, too speculative, or contrary to the Bankruptcy Code.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (citation and internal quotation marks omitted).

34. Moreover, Bankruptcy Code section 363(c) authorizes a debtor in possession operating its business pursuant to Bankruptcy Code section 1108 to “enter into transactions... in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business, without notice or a hearing.” 11 U.S.C. § 363(c)(1). One purpose of Bankruptcy Code section 363(c) is to provide a debtor with the flexibility to engage in the ordinary course transactions required to operate its business without undue supervision by its creditors or the court. *See, e.g., In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) (citations omitted) (“Section 363 is designed to strike [a] balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate’s assets.”). Included within the purview of Bankruptcy Code section 363(c) is a debtor’s ability to continue “routine transactions” necessitated by a debtor’s business practices. *See, e.g., Amdura Nat. Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996) (citations omitted) (“A debtor in possession under Chapter 11 is generally authorized to continue operating its business.”); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (citations omitted) (noting that courts have shown a reluctance to interfere in a debtor’s making of routine, day-to-day business decisions).

35. The Bankruptcy Code does not define “ordinary course of business.” In determining whether a transaction qualifies as “ordinary course,” the courts use the “horizontal” dimension test (*i.e.*, “the way businesses operate within a given industry”) and the “vertical” dimension test (*i.e.*, whether the transaction is consistent with the reasonable “expectations of

creditors”). See *Denton Co. Elec. Coop., Inc. v. Eldorado Ranch, Ltd. (In re Denton Cty. Elec. Cosp., Inc.)*, 281 B.R. 876, 882 & n.12 (Bankr. N.D. Tex. 2002) (collecting cases). “In general, under the vertical test, courts look at whether the transaction subjects a hypothetical creditor to a different economic risk than existed when the creditor originally extended credit. Under the horizontal test, in general courts look at whether the transaction was of the sort commonly undertaken by companies in the industry. The primary focus is on the debtor’s prepetition business practices and conduct.” *In re Patriot Place, Ltd.*, 486 B.R. 773, 793 (Bankr. W.D. Tex. 2013).

36. The Debtors further submit that postpetition amendment of and continuation of the Securitization Facilities is authorized under Bankruptcy Code section 105(a) pursuant to what is referred to interchangeably as the “doctrine of necessity” or “necessity of payment rule.” The doctrine of necessity functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code. See *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (recognizing the “doctrine of necessity”); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (same and citing *In re CoServ*); see also *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor’s continued operation); *In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that Bankruptcy Code section 105(a) “provides a statutory basis for payment of pre-petition claims” under the doctrine of necessity).

37. The Court’s power to utilize the “doctrine of necessity” in the Chapter 11 Cases derives from the Court’s inherent equity powers and its statutory authority to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). “[T]he debtor-in-possession’s role as the equivalent of a trustee under

§ 1107(a) and its duty to protect the going-concern value of an operating business in a Chapter 11 provide[s] the ‘bridge that makes application to the Doctrine of Necessity ‘necessary or appropriate to carry out the provisions of the Bankruptcy Code.’” *In re CEI Roofing, Inc.*, 315 B.R. 50, 56 (Bankr. N.D. Tex. 2004) (citing *In re CoServ*, 273 B.R. at 497). Accordingly, the Court has expansive equitable powers to fashion any order or decree that is in the interest of preserving or protecting the value of the Debtors’ assets. *See In re Young*, 416 F. App’x 392, 398 (5th Cir. 2011) (recognizing that “[s]ection 105(a) of Title 11 permits the bankruptcy court to exercise broad authority”); *In re Nixon*, 404 F. App’x 575, 578 (3d Cir. 2010) (citation omitted) (“It is well settled that the court’s power under § 105(a) is broad.”); *In re Combustion Eng’g, Inc.*, 391 F.3d 190, 236 (3d Cir. 2004) (citation omitted) (noting that Bankruptcy Code section 105 “has been construed to give a bankruptcy court ‘broad authority’ to provide equitable relief appropriate to assure the orderly conduct of reorganization proceedings”); *In re Trevino*, 599 B.R. 526, 542-43 (Bankr. S.D. Tex. 2019) (noting that the bankruptcy court has “broad authority” under Bankruptcy Code section 105(a)); *In re Padilla*, 379 B.R. 643, 667 (Bankr. S.D. Tex. 2007) (citations omitted) (“Section 105(a) gives bankruptcy courts broad authority to take actions necessary and appropriate for administering and enforcing the Bankruptcy Code and... authorizes a bankruptcy court to fashion such orders as are necessary to further the purposes of the substantive provisions of the Bankruptcy Code.”); *see also Chinichian v. Campolongo (In re Chinichian)*, 784 F.2d 1440, 1443 (9th Cir. 1986) (citation omitted) (“Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code.”).

38. The United States Supreme Court first articulated the doctrine of necessity more than a century ago, in *Miltenberger v. Logansport Ry. Co.*, 106 U.S. 286 (1882), in affirming the authorization by the lower court of the use of receivership funds to pay pre-receivership debts

owed to employees, vendors, and suppliers, among others, when such payments were necessary to preserve the receivership property and the integrity of the business in receivership. *See id.* at 309. This doctrine has become an accepted component of modern bankruptcy jurisprudence, and courts' application of it largely adheres to the Supreme Court's reasoning in *Miltenberger*. *See, e.g., In re Lehigh & New Eng. Ry.*, 657 F.2d at 581-82 (“[I]n order to justify payment under the ‘necessity of payment’ rule, a real and immediate threat must exist that failure to pay will place the continued operation of the [debtor] in serious jeopardy.”); *In re Equalnet Commc’ns Corp.*, 258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (noting that “courts in this district” have applied this doctrine “primarily out of common sense and the presence of a legal or factual inevitability of payment”); *In re Mirant*, 296 B.R. at 429 (applying the rule where the “Debtors’ businesses [would be] seriously damaged by the delay required to satisfy the court that a particular creditor should be paid its prepetition claim outside of a confirmed plan”); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (holding that the “ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept”); *In re Just for Feet, Inc.*, 242 B.R. at 826 (stating that where the debtor “cannot survive” absent payment of certain prepetition claims, the doctrine of necessity should be invoked to permit payment).

39. The Debtors have determined, in their business judgment, that in light of the resulting liquidity, entering into, amending and continuing to perform under the Securitization Transaction Documents is the best available option under the circumstances. Such liquidity is crucial to the continuation of the Debtors’ business operations. If the Securitization Facilities were terminated, it would likely be difficult, if not impossible, for the Debtors to timely find replacement liquidity on comparable economic terms as those offered by the Agents. Further, termination of

the Securitization Facilities would result in the Debtors' immediate loss of access to collections of outstanding Receivables. Instead, all collections and proceeds of the Receivables will be used to reduce all other obligations that the Non-Debtor Purchasers owe to the Agents under the Securitization Transaction Documents until all such amounts have been reduced to zero.

40. The Debtors who are party to the Securitization Transaction Documents extensively negotiated the Securitization Transaction Documents, resulting in the facility remaining at a sufficient size to allow such Debtors to access sufficient liquidity throughout the Chapter 11 Cases. Although the Securitization Transaction Documents contain certain restrictive provisions and an increase in certain pricing, such terms are generally consistent with loan receivables facilities approved by bankruptcy courts in this and other districts and were required as a condition to continuation of the Securitization Facilities.

41. Accordingly, the Debtors submit that the relief requested in this Motion constitutes the sound exercise of the Debtors' business judgment and thus should be granted by this Court under Bankruptcy Code section 363(b), or in the alternative, under Bankruptcy Code section 105(a).

IX. The Debtors Should Be Authorized to Assume the Securitization Transaction Documents Upon Entry of the Interim Order

42. As outlined above and as expressly stated in the Securitization Transaction Documents, sales of Receivables under the Securitization Transaction Documents are true sales. The Securitization Transaction Documents constitute executory contracts, with material obligations of all parties remaining such that the Debtors may assume the Securitization Transaction Documents under Bankruptcy Code section 365(a).

43. Bankruptcy Code section 365(a) provides that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor."

11 U.S.C. § 365(a). “It is well established that the question [of] whether a lease should be rejected... is one of business judgment.” *Richmond Leasing Co.*, 762 F.2d at 1309 (citation and internal quotation marks omitted). “As long as assumption of a lease appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision to assume the lease should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Id.* (citation and internal quotation marks omitted).

44. The Debtors’ decision to continue the Securitization Facilities pursuant to the Securitization Transaction Documents is a sound exercise of the Debtors’ business judgment. As with the Debtors’ other business decisions related to continuation of the Securitization Facilities, the Debtors’ decision to assume the Securitization Transaction Documents satisfies the business judgment test because it is in the Debtors’ best interests to continue performing under the Securitization Transaction Documents postpetition. Accordingly, the Court should authorize the Debtors to assume the Securitization Transaction Documents under Bankruptcy Code section 365.

X. The Receivables Purchased Under the Securitization Facilities Are Good Faith Purchases and Satisfy Bankruptcy Code Section 363(m)

45. Bankruptcy Code section 363(m) protects a good faith purchaser’s interest in property purchased from a debtor notwithstanding that the sale conducted under section 363(b) is later reversed or modified on appeal. Specifically, Bankruptcy Code section 363(m) states the following:

The reversal or modification on appeal of an authorization under [section 363(b) of the Bankruptcy Code]... does not affect the validity of a sale... to an entity that purchased... such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale... were stayed pending appeal.

11 U.S.C. § 363(m). “The purpose of § 363(m)’s stay requirement is in furtherance of the policy of not only affording finality to the judgment of the bankruptcy court, but particularly to give

finality to those orders and judgments upon which third parties rely.” *In re TMT Procurement Corp.*, 764 F.3d 512, 521 (5th Cir. 2014) (citation and internal quotation marks omitted). “Section 363(m) patently protects, from later modifications on appeal, an authorized sale where the purchaser acted in good faith and the sale was not stayed pending appeal.” *Matter of Gilchrist*, 891 F.2d 559, 560 (5th Cir. 1990).

46. Although the Bankruptcy Code does not define “good faith,” the Fifth Circuit has defined the term in two ways in the context of Bankruptcy Code section 363(m). First, it has “defined a ‘good faith purchaser’ as ‘one who purchases the assets for value, in good faith, and without notice of adverse claims.’” *TMT Procurement Corp.*, 764 F.3d at 521 (citations omitted). Second, the Fifth Circuit has “noted that ‘the misconduct that would destroy a purchaser’s good faith status... involves fraud, collusion between the purchaser and other bidders of the trustee, or an attempt to take grossly unfair advantage of other bidders.’” *Id.* (citations omitted).

47. Here, the requirements of section 363(m) have been satisfied. Each sale of the Receivables that will take place pursuant to the terms of the Securitization Facilities will be entirely governed by the terms of the Securitization Transaction Documents and the terms of the proposed Interim Order and Final Order. Consequently, a good faith finding regarding entry into and continued performance under the Securitization Transaction Documents would necessarily constitute a good faith finding of each sale of the Receivables pursuant to the Securitization Transaction Documents. The Servicers, the Originators, the Non-Debtor Purchasers and the Agents all acted in good faith in negotiating the Securitization Transaction Documents and the terms of the proposed Interim Order and Final Order. The negotiations surrounding the terms of these documents were conducted in good-faith, and constituted arm’s-length negotiations. The Debtors believe that the Servicers, the Originators, the Non-Debtor Purchasers and the Agents will

continue to act in good faith as Receivables are sold under the Securitization Facilities in the ordinary course of business. Accordingly, the Court should issue a finding that these parties are entitled to the protections of Bankruptcy Code section 363(m).

XI. Bankruptcy Code Section 363(f), if Applicable, Allows For the Sale of the Receivables Free and Clear

48. Pursuant to Bankruptcy Code section 363(f), a debtor in possession may sell property free and clear of any lien, claim or interest in such property if, among other things:

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f); *see also In re Patriot Place, Ltd.*, 486 B.R. 773, 814 (Bankr. W.D. Tex. 2013) (“Section 363(f) of the Bankruptcy Code sets forth five alternative conditions that must be satisfied by the Court to authorize a debtor... to sell its property... free and clear of interests of a third party.”).

49. Bankruptcy Code section 363(f) is supplemented by Bankruptcy Code section 105(a), which provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a); *see also Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales [free and clear of claims] is within the court’s equitable powers when necessary to carry out the provisions of [the Bankruptcy Code].”).

50. As an initial matter, the Debtors submit that section 363(f) is inapplicable to the sale of the Receivables by the Originators. The liens granted under the Debtors’ prepetition

indebtedness and the DIP Facility expressly do not include liens on the Receivables and proceeds and products thereof. As a result, the only liens securing the Receivables are those held by the Non-Debtor Purchasers and assigned to the respective Agents, which liens were put in place for the purpose of complying with UCC requirements for sales of accounts, as well as protecting such parties in the event that such sales and absolute assignments occurring under the Securitization Facilities are recharacterized as loans. Accordingly, the Debtors are not aware of any lien from which the Receivables could be released and thus the Debtors need not satisfy the requirements of Bankruptcy Code section 363(f). *See, e.g., Mich. Empl. Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.23 (6th Cir. 1991) (“General unsecured claimants... have no specific interest in a debtor’s property. Therefore, section 363 is inapplicable for sales free and clear of such claims.”) (quoting *In re White Motor Credit Corp.*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987)); *Rubinstein v. Alaska Pac. Consortium (In re New England Fish Co.)*, 19 B.R. 323, 326 (Bankr. W.D. Wash. 1982) (finding that general unsecured creditors do not have an interest in the property of the estate contemplated by Bankruptcy Code section 363(f)).

51. In any event, even assuming a lien existed, the Debtors satisfy the provisions of Bankruptcy Code section 363(f). Satisfaction of any of the five requirements enumerated in section 363(f) suffices to authorize a debtor’s sale of assets free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges, or encumbrances). *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *In re C-Power Prods., Inc.*, 230 B.R. 800, 803 (Bankr. N.D. Tex. 1998) (same). The Debtors satisfy section 363(f) because the Debtors’ prepetition financing agreements and the DIP Facility documents permit the sale of the Receivables, and other parties holding security interests in the Receivables, if any, could be

compelled to accept a money satisfaction of such interests. *See In re Trans World Airlines, Inc.*, 322 F.3d 283, 290 (3d Cir. 2003) (section 363(f)(5) is satisfied where the interest in property being sold is subject to monetary valuation); *GBL Holdings Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005) (same). Because the Receivables can be reduced to a monetary amount, sale of the Receivables is authorized under section 363(f)(5). Accordingly, the Debtors request that the Court approve the ongoing transfers of Receivables from the Originators to the Non-Debtor Purchasers, in each case, free and clear of all liens, claims, encumbrances, or interests within the meaning of Bankruptcy Code section 363(f).

XII. Modification of the Automatic Stay Is Warranted with Respect to the Securitization Facilities

52. In connection with the continuation of the Securitization Facilities, the Debtors request that this Court modify the automatic stay to permit certain transactions contemplated by the Securitization Transaction Documents. Specifically, pursuant to the Securitization Transaction Documents, the Originators may be required to pay Repurchase Obligations with respect to Receivables with respect to which certain events have occurred, including that a representation or warranty made by the applicable Originator with respect to such Receivable was not accurate when made. The Debtors also request that this Court modify the automatic stay to permit the Agents to exercise rights and remedies to the extent provided for in the Interim Order and the Securitization Transaction Documents.

53. Pursuant to Bankruptcy Code section 362(d)(1), a court shall grant relief from the automatic stay imposed thereby “for cause.” 11 U.S.C. § 362(d)(1). “‘Cause’ is not defined in title 11, which behooves courts to determine whether cause exists in a case-by-case

approach.” *In re JCP Props. Ltd.*, 540 B.R. 596, 613 (Bankr. S.D. Tex. 2015) (citing *In re Reitnauer*, 152 F.3d 341, 343 n.4 (5th Cir. 1998)).

54. The Debtors submit that “cause” exists here to modify the automatic stay to the extent necessary to permit the payment of Repurchase Obligations if required and to permit the Agent to exercise its rights and remedies to the extent provided for in the Interim Order and the Securitization Transaction Documents. Such modification is limited in scope and is necessary to allow the Securitization Facilities to function as it was designed. Accordingly, the Court should modify the automatic stay, pursuant to Bankruptcy Code section 362(d)(1), to the extent necessary to permit the payment of Repurchase Obligations if required.

XIII. The Agents and Non-Debtor Purchasers Should Be Granted Superpriority Claims Pursuant to Bankruptcy Code Section 364(c)(1)

55. Pursuant to Bankruptcy Code section 364(c), a court may authorize the grant of a superpriority claim, after notice and a hearing, upon a finding that the debtors are “unable to obtain unsecured credit allowable under section 503(b)(1)” of the Bankruptcy Code. 11 U.S.C. § 364(c). To satisfy the requirements of Bankruptcy Code section 364(c), courts consider whether (a) the debtor made reasonable effort, but failed, to obtain unsecured credit under Bankruptcy Code sections 364(a) and 364(b), (b) the credit transaction benefits the debtor as necessary to preserve estate assets, and (c) the terms of the credit transaction are fair, reasonable, and adequate, given the circumstances of the debtor and proposed lender. *See In re Republic Airways Holdings Inc.*, 2016 WL 2616717, at *11; *In re Los Angeles Dodgers LLC*, 457 B.R. 308, 312–13 (Bankr. D. Del. 2011); *In re Aqua Assoc.*, 123 B.R. 192, 195–99 (Bankr. E.D. Pa. 1991). However, section 364 imposes no duty to seek credit from every possible lender. *In re Reading Tube Indus.*, 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987) (citation omitted). A debtor need only demonstrate “by a good faith effort that credit was not available without” the protections afforded to potential

lenders by Bankruptcy Code sections 364(c). *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 37-39 (Bankr. S.D.N.Y. 1990) (debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b)); *In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 900 (Bankr. N.D. Ohio 1992).

56. As a condition to the continuation of the Securitization Facilities pursuant to the Securitization Transaction Documents, the Agents have required that they and the Non-Debtor Purchasers be granted the Superpriority Claims, pursuant to Bankruptcy Code section 364(c), for obligations of the Securitization Facilities Debtors arising under the Securitization Transaction Documents. As negotiated and agreed among the parties, the Superpriority Claims will have priority over any and all administrative expenses, adequate protection claims, diminution claims and all other claims against the applicable Securitization Facilities Debtors, now existing or hereafter arising, of any kind whatsoever; *provided*, that the Superpriority Claims will be subject and subordinate solely to the Carve Out and the Administration Charge (solely with respect to the Canadian Property), with respect to the applicable Debtors, rank *pari passu* solely with the DIP Superpriority Claims (as defined in the DIP Orders) against the Servicers and the Originators, and rank senior to the Adequate Protection Superpriority Claims (as defined in the DIP Orders).

57. The sufficiency of a debtor's efforts to obtain credit on an unsecured basis is determined on a case-by-case basis, and debtors are granted particular flexibility when time is of the essence. *In re Reading Tube Indus.*, 72 B.R. at 332. When few lenders are likely to be able and willing to extend the necessary credit, "it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988) (approving section 364(d) financing and finding that other financing

was unavailable when debtor approached three other lenders), *aff'd sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117 (N.D. Ga. 1989); *see also In re Ames Dep't Stores, Inc.*, 115 B.R. at 40 (approving financing facility and holding that the debtor made reasonable efforts to satisfy the standards of Bankruptcy Code section 364(c) where it approached four lending institutions, was rejected by two, and selected the most favorable of the two offers it received). Finally, in analyzing whether section 364(c) relief is appropriate, courts “permit debtors-in-possession to exercise their basic business judgment consistent with their fiduciary duties.” *See In re Ames Dep't Stores, Inc.*, 115 B.R. at 37.

58. The requested Superpriority Claims meet the standard imposed under Bankruptcy Code section 364(c) and should be approved thereunder. As previously noted, continuation of the Securitization Facilities is necessary to preserve the value of the Debtors' estates, and the Superpriority Claims are among the negotiated terms that were required to continue the Securitization Facilities.

59. Additionally, the terms of the Securitization Facilities are favorable to the Debtors and thus meet the “fair, reasonable, and adequate” requirement under section 364(c). *See In re Farmland Indus., Inc.*, 294 B.R. 855, 885-86 (Bankr. W.D. Mo. 2003) (finding that amendments to DIP facility were “fair, reasonable, and adequate” even though they represented a “hard bargain” because “[c]hapter 11 post-petition financing is fraught with dangers for creditors,” and so “debtors may have to enter into hard bargains to acquire (or continue to receive) the funds needed for reorganization”) (internal quotation marks omitted). Further, the obligations of the Originators that give rise to the Superpriority Claims are limited in nature and, therefore, unlikely to accumulate in a significant amount. Based on the foregoing, the Superpriority Claims meet the requirements of section 364(c) and should be granted by the Court.

XIV. The Court Should Authorize the Postpetition Liens Pursuant to Bankruptcy Code Section 364(c)(2)

60. As documented in the Securitization Transaction Documents, the intent of the parties to the Securitization Facilities is that the transfer of the Receivables under those agreements be characterized as true sales and absolute assignments. Nevertheless, in the event that those transfers are not respected as true sales and instead are recharacterized as loans secured by the Receivables, the Originators have given the Receivables Liens to secure repayment of the recharacterized loans. The Receivables Liens cover Receivables and effectively serve to extend the prepetition liens on the Receivables into the postpetition period.

61. Further, as set forth above, the Pledge Liens are a requirement of the Agents for entry into the amendments to the Prepetition Securitization Documents, without which the amendments Agents could cease performing under the Securitization Facilities on a postpetition basis. Accordingly, to allow the Securitization Facilities to continue to operate as designed, the Originators and Servicers have agreed, pursuant to the Securitization Transaction Documents, to grant the Liens.

62. The decision of the Servicers and the Originators to grant the Liens is a crucial component of the parties' larger agreement to continue the Securitization Facilities pursuant to the Securitization Transaction Documents. The Debtors thus submit that the granting of the Liens, pursuant to Bankruptcy Code section 364(c)(2), is in the best interests of their estates.

63. The Liens are limited in nature and serve only to provide, *inter alia*, the Agents, Collateral Agents and Non-Debtor Purchasers with the benefit of the agreed bargain. The Receivables Liens become relevant only if the postpetition¹⁶ transfers of Receivables under the

¹⁶ As noted above, the Receivables Liens would apply only to those Receivables originated and purported to be sold or contributed in connection with the Securitization Program on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired.

Securitization Transaction Documents are, against the intent of the parties and the provisions of the Interim Order and Final Order, recharacterized as secured loans. In such circumstances, the Receivables would be property of the relevant Originator's estate, and the Receivables Liens on those Receivables would simply provide the Agents with the benefit of their respective bargains under the Securitization Transaction Documents.

64. A court may authorize a debtor to incur postpetition secured debt, pursuant to section 364(c)(2), upon finding that (a) the debtor is unable to obtain unsecured credit with priority under section 503(b)(1); (b) the credit transaction is necessary to preserve the assets of the estate; and (c) the terms of the transaction are fair, reasonable, and adequate given the circumstances of the debtor and proposed lender. *See In re Los Angeles Dodgers LLC*, 457 B.R. 308, 312-13 (Bankr. D. Del. 2011); *In re Republic Airways Holdings Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *11 (Bankr. S.D.N.Y. May 4, 2016); *In re Ames Dep't Stores, Inc.*, 115 B.R. at 40; *In re Aqua Assoc.*, 123 B.R. 192, 195-99 (Bankr. E.D. Pa. 1991); *In re St. Mary Hosp.*, 86 B.R. 393, 402 (Bankr. E.D. Pa. 1988) (authorizing the debtor to obtain credit pursuant to Bankruptcy Code section 364(c)(2), after notice and a hearing, upon showing that unsecured credit could not be obtained). Courts "permit debtors-in-possession to exercise their basic business judgment" in analyzing whether section 364(c) relief should be granted. *See In re Ames Dep't Stores, Inc.*, 115 B.R. at 37-38.

65. The Agents will not continue the Securitization Facilities unless the Servicers and the Originators are authorized to grant the Liens. As discussed above, the Securitization Facilities provides crucial liquidity the Debtors need to continue to operate their businesses. As a result, without the Securitization Facilities, the Debtors' reorganization prospects could be jeopardized and the Debtors would likely only be able to obtain the additional needed liquidity on less favorable

terms. Moreover, termination of the Securitization Facilities would disrupt the Debtors' operations and could immediately impact the Debtors' liquidity. As explained in the Oppenheimer Declaration, the Debtors do not believe that they could obtain replacement financing for the Securitization Facilities on either (a) better terms than those offered under the Securitization Facilities pursuant to the Securitization Transaction Documents or (b) on an unsecured basis.

66. In the context of their efforts to reorganize or consummate asset sales, the Debtors have determined that continuation of the Securitization Facilities, along with entering into the DIP Facility, is essential to preserving their liquidity and continuing their operations during the chapter 11 process. The Debtors further believe that the terms of the Securitization Facilities are fair, reasonable, and adequate. For these reasons, the Debtors respectfully request that the Court authorize the Servicers and the Originators to grant under section 364(c)(2) the Receivables Liens and the Pledge Liens.

XV. The Court Should Grant Good Faith Protections Pursuant to Bankruptcy Code Section 364(e)

67. Bankruptcy Code section 364(e) protects the validity of a good faith lender's rights under a section 364 postpetition financing agreement even if the order authorizing the debtor to enter into such financing agreement is reversed or modified on appeal. Bankruptcy Code Section 364(e) provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

68. The Servicers, the Guarantors, the Originators, the Non-Debtor Purchasers and the Agents have acted in good faith in their prepetition conduct under the Securitization Facilities and in negotiating the Securitization Transaction Documents. The Servicers, the Guarantors, the Non-Debtor Purchasers the Originators and the Agents fully expect that such good faith conduct will continue in the parties' postpetition conduct under the Securitization Facilities. Accordingly, to the extent that the Securitization Facilities contemplates an extension of credit or the grant of security interests, the Debtors request a finding of fact that the Servicers, the Guarantors, the Originators, the Non-Debtor Purchasers and the Agents have acted, and continue to act, as good faith lenders, and as such are entitled to the protections of Bankruptcy Code section 364(e).

XVI. Bankruptcy Courts Have Granted the Relief Requested in This Motion

69. Given the widespread usage of receivables purchase programs and the essential role of such programs in preserving liquidity, courts in this and other districts have previously permitted debtors in possession to cause the continued operation of comparable receivables purchase facilities and have granted relief similar to that requested in this Motion. *See, e.g., Audacy, Inc.*, No. 24-90004 (CML) (Bankr. S.D. Tex. Feb. 20, 2024); *In re Air Methods Corp.*, No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023) (authorizing debtors to enter into amendments to and continuation of accounts receivable securitization facility postpetition, and granting superpriority claims in favor of securitization lenders pursuant to Bankruptcy Code section 364(c)(1)); *In re Southern Foods Group, LLC*, No. 19-36313 (DRJ) (Bankr. S.D. Tex. Dec. 20, 2019) (same); *In re Mallinckrodt plc*, No. 23-11258 (Bankr. D. Del. Sep. 19, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 5, 2023) (same); *In re Centric Brands, Inc.*, No. 20-22637 (Bankr. S.D.N.Y. May 20, 2020) (same); *In re Cloud Peak Energy Inc.*, No. 19-11047 (KG) (Bankr. D. Del. May 10, 2019) (same); *In re Peabody Energy Corp.*, No. 16-42529 (Bankr. E.D. Mo. May 18, 2016) (same); *accord In re Arch Coal, Inc.*, No. 16-40120

(Bankr. E.D. Mo. Feb. 25, 2016); *In re AbitibiBowater, Inc.*, No. 09-11296 (Bankr. D. Del. July 1, 2009); *In re Tribune Media Co.*, No. 08-13141 (Bankr. D. Del. Jan. 15, 2009); *In re DJK Residential LLC*, No. 08-10375 (Bankr. S.D.N.Y. Feb. 5, 2008).¹⁷

Emergency Consideration

70. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rule 6004(a) and (h)

71. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

72. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any

¹⁷ The unreported orders cited herein are not attached to this Motion. Copies of these orders will be made available to the Court or other parties upon request made to the Debtors' counsel.

claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Interim Order or Final Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

73. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to Prepetition 1L Agent; (d) counsel to Prepetition 1.5L Notes Trustee; (e) counsel to Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC in its capacity as administrative agent; (i) the Collection Account financial institutions; (j) the United

States Attorney's Office for the Southern District of Texas; (k) the Internal Revenue Service; (l) the United States Securities and Exchange Commission; (m) the state attorneys general in the states where the Debtors conduct their business operations; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of interim and final orders, substantially in the forms of the Interim Order filed with this Motion and the Final Order to be filed in this case, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz
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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

EXHIBITS A - II

[TO COME]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
CURO Group Holdings Corp., et al.,	§	Case No. 24-90165 (MI)
	§	
	§	(Jointly Administered)
Debtors.¹	§	Re: Docket No. ____
	§	

**INTERIM ORDER (I) AUTHORIZING CERTAIN DEBTORS
TO CONTINUE SELLING AND SERVICING CONSUMER LOAN
RECEIVABLES AND RELATED RIGHTS PURSUANT TO THE
SECURITIZATION FACILITIES, (II) MODIFYING THE AUTOMATIC STAY,
(III) SCHEDULING A FINAL HEARING AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² filed by the above-referenced debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) and final order (the “Final Order”) pursuant to Bankruptcy Code sections 105, 362, 363, 364, 365, 503(b), 506, 507(b), 1107, and 1108, Bankruptcy Rules 6003 and 6004, and Bankruptcy Local Rule 9013-1(b), seeking, among other things:

- i. in connection with the Debtors’ existing loan receivables securitization programs (collectively, the “Securitization Facilities,” each individually, a “Securitization Facility”), relating to non-Debtors, First Heritage Financing I, LLC (“First Heritage Financing”), Heights Financing I, LLC (“Heights Financing I”), Heights Financing II LLC (“Heights Financing II,” collectively with First Heritage Financing and Heights Financing I, the “US Purchasers”), CURO Canada Receivables Limited Partnership (“Canada SPV I”), CURO Canada Receivables II Limited Partnership (“Canada SPV II,” collectively with Canada SPV I, the “Canada Purchasers,” and, Canada Purchasers collectively with US Purchasers, the “Non-Debtor Purchasers”) authorization for the applicable Debtors to enter into and/or otherwise perform (and continue to perform) under all amendments, restatements, supplements,

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 101 N. Main Street, Suite 600, Greenville, SC 29601.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the Restructuring Support Agreement or the Securitization Transaction Documents (as defined herein), as applicable.

instruments and agreements entered into in connection with the Securitization Facilities (collectively, the “Securitization Transaction Documents”), which include, but are not limited to, the following agreements:

- (a) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Purchase Agreement”) by and among First Heritage Credit, LLC (“First Heritage”) as the direct or indirect owner of the First Heritage Originators (as defined herein), the originator parties thereto (such originators, the “First Heritage Originators”),³ as transferors, First Heritage Financing, as transferee, and Wilmington Trust, National Association (“Wilmington Trust”) solely in its capacity as loan trustee for the benefit of First Heritage Financing (the “First Heritage Loan Trustee”), a copy of which is attached to the Motion as Exhibit A;
- (b) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Assignment Agreement”) by and among First Heritage Originators, as transferors, First Heritage Financing, as transferee, and First Heritage Loan Trustee, as transferee solely with respect to legal title, a copy of which is attached to the Motion as Exhibit B;
- (c) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Credit Agreement”) by and between First Heritage Financing, as borrower (the “First Heritage Borrower”), First Heritage, as servicer (in such role, the “First Heritage Servicer”), the subservicer parties thereto, the lenders from time to time parties party thereto (the “First Heritage Lenders”), Computershare Trust Company, National Association (“Computershare”) as paying agent, image file custodian, and collateral agent, Atlas Securitized Products Holdings, L.P. (“Atlas”) as successor to Credit Suisse AG, New York Branch (“Credit Suisse”), as structuring and syndication agent (in such role, the “First Heritage Structuring and Syndication Agent”) and as administrative agent (in such role, the “First Heritage Administrative Agent”), Systems & Services Technologies, Inc. (“S&S”), as backup servicer, and the First Heritage Loan Trustee, a copy of which is attached to the Motion as Exhibit C;
- (d) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Trust Agreement”) by and between First Heritage Financing, as borrower,

³ “First Heritage Originators” means the following Debtors: First Heritage Credit of Alabama, LLC, First Heritage Credit of Louisiana, LLC, First Heritage Credit of Mississippi, LLC, First Heritage Credit of South Carolina, LLC and First Heritage Credit of Tennessee, LLC.

and First Heritage Loan Trustee, a copy of which is attached to the Motion as Exhibit D;

- (e) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Limited Guaranty”) by and between CURO Group Holdings Corp. (“CURO”), as guarantor (in such role, the “First Heritage Guarantor”) and First Heritage Administrative Agent, a copy of which is attached to the Motion as Exhibit E;
- (f) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “First Heritage Fee Letter”) among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;
- (g) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Purchase Agreement”) by and among the originator parties thereto (such originators, the “Heights Originators”),⁴ as transferors, SouthernCo, Inc. (“SouthernCo”) as the direct or indirect owner of the Heights Originators, Heights Financing I, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing I (the “Heights I Loan Trustee”), a copy of which is attached to the Motion as Exhibit G;
- (h) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Assignment Agreement”) by and among Heights Originators, as transferors, Heights Financing I, as transferee, and Heights I Loan Trustee, as transferee solely with respect to legal title, a copy of which is attached to the Motion as Exhibit H;
- (i) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Credit Agreement”) by and between Heights Financing I, as borrower, SouthernCo, as servicer (in such role as servicer, the “Heights I Servicer”), the subservicers party thereto, the lenders from time to time parties thereto (the “Heights I Lenders”), and agents for the Lender Groups (as defined therein) from time to time parties thereto, Computershare, as paying agent, image file custodian and collateral agent, Heights I Loan Trustee, Atlas as successor to Credit Suisse, as the Structuring and Syndication Agent (in such role, the “Heights I Structuring and Syndication Agent”), Atlas as successor to Credit Suisse, as administrative agent (in such role as administrative agent,

⁴ “Heights Originators” means the following Debtors: Southern Finance of South Carolina, Inc., Southern Finance of Tennessee, Inc., Covington Credit of Alabama, Inc., Quick Credit Corporation, Covington Credit, Inc., Covington Credit of Georgia, Inc., Covington Credit of Texas, Inc., Heights Finance Corporation (an Illinois corporation) and Heights Finance Corporation (a Tennessee corporation) (collectively, with First Heritage Originators, the “US Originators”).

the “Heights I Administrative Agent”), and S&S, as backup servicer, a copy of which is attached to the Motion as Exhibit I;

- (j) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Trust Agreement”), by and between Heights Financing I, as borrower, and the Heights I Loan Trustee, a copy of which is attached to the Motion as Exhibit J;
- (k) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Limited Guaranty”) by and between CURO, as guarantor (in such role, the “Heights I Guarantor”) and the Heights I Administrative Agent, a copy of which is attached to the Motion as Exhibit K;
- (l) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights I Fee Letter”) among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;
- (m) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Purchase Agreement,” collectively with First Heritage Purchase Agreement and Heights I Purchase Agreement, the “US Purchase Agreements”) by and among Heights Originators, as transferors, SouthernCo, as the direct or indirect owner of Heights Originators, Heights Financing II, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing II (the “Heights II Loan Trustee”), a copy of which is attached to the Motion as Exhibit M;
- (n) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Assignment Agreement”) by and among Heights Originators, as transferors, and Heights Financing II, as transferee, and Heights II Loan Trustee, as transferee solely with respect to legal title, a copy of which is attached to the Motion as Exhibit N;
- (o) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Credit Agreement,” collectively with First Heritage Credit Agreement and Heights I Credit Agreement, the “US Credit Agreements”) by and between Heights Financing II, as borrower, SouthernCo, as servicer (in such role as servicer, the “Heights II Servicer,” collectively with First Heritage Servicer and Heights I Servicer, the “US Servicers”), the subservicers party thereto identified in Schedule H thereto, the lenders from time to time party thereto (the “Heights II Lenders,” collectively with First Heritage Lenders and Heights I Lenders, the “US Lenders”), S&S, as backup servicer and image

file custodian, Heights II Loan Trustee, Midtown Madison Management, LLC (“Midtown”), as structuring and syndication agent (in such role, the “Heights II Structuring and Syndication Agent,” collectively with First Heritage Structuring and Syndication Agent and Heights I Structuring and Syndication Agent, the “US Structuring and Syndication Agents”), Midtown as paying agent and collateral agent and Midtown as administrative agent (in such role as administrative agent, the “Heights II Administrative Agent,” collectively with First Heritage Administrative Agent and Heights I Administrative Agent, the “US Administrative Agents”), a copy of which is attached to the Motion as Exhibit O;

- (p) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Trust Agreement”) by and between Heights Financing II, as borrower, and Heights II Loan Trustee, a copy of which is attached to the Motion as Exhibit P;
- (q) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Limited Guaranty,” collectively with First Heritage Limited Guaranty and Heights I Limited Guaranty, the “US Guaranties”) by and between CURO, as guarantor (in such role, the “Heights II Guarantor” collectively with First Heritage Guarantor and Heights I Guarantor, the “US Guarantors”) and Heights II Administrative Agent, a copy of which is attached to the Motion as Exhibit Q;
- (r) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Heights II Fee Letter,” collectively with First Heritage Fee Letter and Heights I Fee Letter, the “US Fee Letters”);
- (s) that certain *Second Amended and Restated Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Purchase Agreement”) by and among CURO Canada Corp. (“CURO Canada”) and LendDirect Corp. (“LendDirect”) as sellers (in the role as sellers, the “Canada I Originators”) and as servicers (in the role as servicers, the “Canada I Servicers”), and Canada SPV I, as transferee, a copy of which is attached to the Motion as Exhibit S;
- (t) that certain *Second Amended and Restated Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Credit Agreement”) by and between Canada SPV I, by its general partner, CURO Canada Receivables GP Inc. (“Canada I General Partner”), as borrower, WF Marlie 2018-1, Ltd. (“WF Marlie”) as lender and the other lenders from time to time party thereto (with WF Marlie, the “Canada I Lenders”) and Waterfall Asset Management, LLC (“Waterfall”) as administrative agent (in such role as

administrative agent, the “Canada I Administrative Agent”), a copy of which is attached to the Motion as Exhibit T;

- (u) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I GSA”) by and among Canada SPV I, and non-Debtor Canada I General Partner as debtors (collectively the “Canada I GSA Debtors”), and Canada I Administrative Agent, a copy of which is attached to the Motion as Exhibit U;
- (v) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I SSA”) by and between Canada SPV I, as purchaser, and Canada I Originators, a copy of which is attached to the Motion as Exhibit V;
- (w) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I BU Agreement”) by and between Canada SPV I, Canada I Administrative Agent, Curo Canada, f/k/a Cash Money Cheque Cashing Inc. and LendDirect as servicers, and S&S as back-up servicer and verification agent, a copy of which is attached to the Motion as Exhibit W;
- (x) that certain *Second Amended and Restated Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Limited Guaranty”) by and between CURO, as guarantor (the “Canada I Guarantor”), Canada I Originators, Canada I Servicers, Canada SPV I, Canada I Lenders and Canada I Administrative Agent, a copy of which is attached to the Motion as Exhibit X;
- (y) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada I Fee Letter”) among Canada SPV I, CURO, WF Marlie and Canada I Administrative Agent;
- (z) that certain *Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Purchase Agreement,” collectively with Canada I Purchase Agreement, the “Canadian Purchase Agreements,” Canadian Purchase Agreements collectively with US Purchase Agreements, the “Purchase Agreements”) by and among CURO Canada and LendDirect as sellers (in the role as sellers, the “Canada II Originators,” collectively with Canada I Originators, the “Canada Originators,” Canada Originators collectively with US Originators, the “Originators”) and as servicers (in the role as servicers, the “Canada II Servicers,” collectively with Canada I Servicers, the “Canada Servicers,” Canada Servicers collectively with US Servicers, the “Servicers”), and Canada SPV II, as transferee, a copy of which is attached to the Motion as Exhibit Z;

- (aa) that certain *Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Credit Agreement,” collectively with Canada I Credit Agreement, the “Canada Credit Agreements,” Canada Credit Agreements collectively with US Credit Agreements, the “Credit Agreements”) by and between Canada SPV II, by its general partner, CURO Canada Receivables II GP Inc. (the “Canada II General Partner”), as borrower, the lenders from time to time party thereto (the “Canada II Lenders,” collectively with Canada I Lenders, the “Canada Lenders,” Canada Lenders with US Lenders, the “Lenders”), Midtown as administrative agent (in such role as administrative agent, the “Canada II Administrative Agent,” collectively with Canada I Administrative Agent, the “Canada Administrative Agents,” Canada Administrative Agents collectively with US Administrative Agents, the “Agents”), a copy of which is attached to the Motion as Exhibit AA;
- (bb) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II GSA”) by and among Canada SPV II, and non-Debtor Canada II General Partner as debtors (collectively the “Canada II GSA Debtors”), and Canada II Administrative Agent, a copy of which is attached to the Motion as Exhibit BB;
- (cc) that certain *Pledge Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Pledge”) by and among CURO Canada and LendDirect as pledgors (in such role, the “Canada II Pledgors”), and Canada II Administrative Agent, a copy of which is attached to the Motion as Exhibit CC;
- (dd) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II SSA”) by and between Canada SPV II, as purchaser, and Canada II Originators, a copy of which is attached to the Motion as Exhibit DD;
- (ee) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II BU Agreement”) by and between Canada SPV II, Canada II Administrative Agent, Canada II Servicers, and S&S as back-up servicer and verification agent, a copy of which is attached to the Motion as Exhibit EE;
- (ff) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Limited Guaranty”) by and between CURO, as guarantor (in such role, the “Canada II Guarantor,” collectively with Canada I Guarantor, the “Canada Guarantors”) and Canada II Administrative Agent, a copy of which is attached to the Motion as Exhibit FF;

- (gg) that certain *Limited Guarantee* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Partners Limited Guarantee”) by and between CURO Canada, LendDirect and Canada II GP as guarantors (in such role, the “Canada II Partner Guarantors,” collectively with US Guarantors and Canada Guarantors, the “Guarantors”) and Canada II Administrative Agent, a copy of which is attached to the Motion as Exhibit GG;
 - (hh) that certain Fee Letter (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II Fee Letter” with the U.S. Fee Letters and the Canada I Fee Letter, collectively, the “Fee Letters”) among Canada SPV II, CURO, and Canada II Administrative Agent;
 - (ii) that certain *Intercreditor Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the “Canada II IC”) by and among the Atalaya Lenders (as defined therein), Canada II Administrative Agent, Canada SPV II, Canada II General Partner, WF Marlie, Canada I Administrative Agent, Canada SPV I, CURO Canada and LendDirect, a copy of which is attached to the Motion as Exhibit II;
 - (jj) each of the other Basic Documents or Transaction Documents (as defined in the Securitization Transaction Documents), as applicable, to which the applicable Debtors are parties;
- ii. authorization for the Securitization Facilities Debtors (as defined below) to continue the Securitization Facilities, subject to the terms of the Interim Order and the Final Order, in the ordinary course of business, including, without limitation, authorizing:
- (a) the Originators to continue selling, pursuant to the respective Purchase Agreements free and clear of any and all liens, claims, charges, interests or encumbrances, certain loan receivables and related rights and interests (the “Receivables”) to the respective Non-Debtor Purchasers, in accordance with and pursuant to the respective Purchase Agreements;
 - (b) the Servicers to continue servicing and collecting the Receivables pursuant to the respective Purchase Agreements and the respective Credit Agreements; and
 - (c) the Guarantors to continue guaranteeing, pursuant to the respective Guaranties, the obligations of the Originators and the Servicers under the Securitization Transaction Documents to which they are a party (Servicers, Originators and Guarantors are referred to herein collectively as the “Securitization Facilities Debtors”);
- iii. authorization for the Securitization Facilities Debtors to cause and direct each of the respective Non-Debtor Purchasers to perform or continue to perform under each

of the Securitization Transaction Documents to which such Non-Debtor Purchaser is a party;

- iv. authorization for the Securitization Facilities Debtors to further amend the Securitization Transaction Documents, on a postpetition basis, as necessary and appropriate, and as agreed to by the respective Agent for each Securitization Facility on behalf of such Agent's respective Lenders, and to perform their obligations thereunder, subject to the terms of the Interim Order and the Final Order;
- v. authorization for the Securitization Facilities Debtors, as applicable, to assume, and approval of the assumption of, the Securitization Transaction Documents to which they are a party;
- vi. pursuant to Bankruptcy Code section 364(c)(1), a grant to the respective Non-Debtor Purchasers, and the respective Agents, priority in payment, with respect to the obligations of the respective Securitization Facilities Debtors under the applicable Securitization Transaction Documents, over any and all administrative expenses of the kinds specified in Bankruptcy Code sections 503(b) and 507(b), other than with respect to (a) the DIP Superpriority Claims (as defined in the DIP Orders) (which shall be *pari passu* with the Superpriority Claims granted hereunder) and (b)(i) the Carve Out⁵ (which, notwithstanding any provision herein or in the Securitization Transaction Documents to the contrary, shall be senior in priority in all respects to the Superpriority Claims and the Liens granted hereunder) and (ii) the Administration Charge against the Canadian Debtors' property granted by the Canadian Court (the "Administration Charge"), each with respect to the applicable Debtors and without duplication;
- vii. pursuant to Bankruptcy Code section 364, the grant of Liens (as defined below) in favor of the respective collateral or administrative agents under the respective Securitization Transaction Documents (each a "Collateral Agent" and collectively, the "Collateral Agents"), to the extent any transfer of the Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale;
- viii. pursuant to Bankruptcy Code section 362, modification of the automatic stay to permit the enforcement of remedies under the Securitization Transaction Documents; and
- ix. that a final hearing to consider the relief requested in the Motion on a final basis (the "Final Hearing") be scheduled and held within twenty-eight (28) days of entry of this Interim Order and that notice procedures in respect of the Final Hearing be

⁵ "Carve Out" has the meaning set forth in the interim and final orders approving the Debtors' *Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay and (V) Scheduling a Final Hearing* (as may be amended, restated, or otherwise modified from time to time, collectively, the "DIP Orders", and the motion, the "DIP Motion").

established by this Court to consider entry of the Final Order authorizing, on a final basis, among other things, the relief granted herein.

all as more fully set forth in the Motion and upon the First Day Declaration and the *Declaration of Joe Stone (Oppenheimer & Co., Inc.) in Support of (A) the Debtors' DIP Financing Motion and (B) the Debtors' Securitization Facilities Motion* (the "Oppenheimer Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this 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 due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion, the First Day Declaration, and the Oppenheimer Declaration; and this Court having held a hearing on March 25, 2024 to consider entry of this Interim Order; and this Court having found that the relief requested in the Motion is essential for the continued operation of the Debtors' business and necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and this Court having found that proper and adequate notice of the Motion and hearing thereon has been given under the circumstances and that no other or further notice is necessary; and this Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before this Court in connection with the Motion, it is **HEREBY ORDERED THAT:**

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

2. The Final Hearing on the Motion shall be held on _____, 2024, at __:__.m., prevailing Central Time. Any objections or responses to entry of a Final Order on the Motion shall be filed on or before __:__.p.m., prevailing Central Time, on _____, 2024, and shall be served on: (a) proposed counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael Stamer (mstamer@akingump.com) and Anna Kordas (akordas@akingump.com) and Akin Gump Strauss Hauer & Feld LLP, 2300 North Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Link Schultz (sschultz@akingump.com); (b) counsel to Atlas as the First Heritage Administrative Agent and as the Heights I Administrative Agent, Weil, Gotshal & Manges LLP, 767 5th Ave, New York, NY 10153, Attn: Kevin Bostel (Kevin.Bostel@weil.com) and Justin Kanoff (Justin.Kanoff@weil.com); (c) counsel to the Ad Hoc Group, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (d) counsel to Midtown as Heights II Administrative Agent and Canada II Administrative Agent, Holland & Knight, LLP, 811 Main Street, Suite 2500, Houston, TX 77002, Attn: Anthony F. Pirraglia (Anthony.Pirraglia@hklaw.com) and Munger, Tolles & Olson LLP, 350 Grande Ave., 50th Floor, Los Angeles, CA 90071, Attn: Thomas Walper (Thomas.Walper@mto.com) (e) counsel to the Prepetition 1.5L Notes Trustee, Troutman Pepper, 875 Third Avenue, New York, NY 10022, Attn: Adam Jachimowski (Adam.Jachimowski@troutman.com) and Jessica Mikhailevich (Jessica.Mikhailevich@troutman.com); (f) counsel to the DIP Agent, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (g) counsel to the Prepetition 1L Agent, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder

(NMSnyder@wlrk.com); (h) counsel to the Prepetition 2L Notes Trustee, Foley & Lardner LLP, 321 North Clark Street, Suite 3000, Chicago, IL 60654, Attn: Harold Kaplan (hkaplan@foley.com); (j) counsel to Waterfall as Canada I Administrative Agent, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: David S. Berg (Dberg@kramerlevin.com) and Alexander Woolverton (awoolverton@kramerlevin.com) and Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6, Attn: Aubrey E Kauffman (akauffman@fasken.com) and Elana Hahn (ehan@fasken.com) and (k) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), 515 Rusk Street, Suite 3516, Houston, TX 77002 (collectively, the “Notice Parties”).

3. *Debtors’ Stipulations.*

(a) Subject to Paragraphs 3 and 24 hereof, the Debtors admit, stipulate, and agree that the outstanding balances owed by the Non-Debtor Purchasers under the Securitization Facilities as of the Petition Date was (i) approximately \$154,723,629.41 under the First Heritage Credit Agreement, (ii) approximately \$301,022,568.62 under the Heights I Credit Agreement, (iii) approximately \$135,665,560.31 million under the Heights II Credit Agreement, (iv) approximately \$252 million under the Canada I Credit Agreement, and (v) approximately \$80 million under the Canada II Credit Agreement.

(b) Without limiting the rights of any official committee of unsecured creditors (the “Creditors’ Committee”) or any other party in interest, in each case with standing and requisite authority, the Debtors permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree that the transfers of the Receivables by the Originators to the Non-Debtor Purchasers pursuant to the Purchase Agreements, whether occurring prior or subsequent to the Petition Date, constitute true sales under applicable non-bankruptcy law, are hereby deemed true

sales, were (with respect to transfers occurring prior to the Petition Date) or will be (with respect to transfers occurring on or after the Petition Date) for fair consideration, and are not otherwise avoidable or avoidable. Upon any Originator's transfer of Receivables to any Non-Debtor Purchaser, the Receivables did (with respect to transfers occurring prior to the Petition Date) and will (with respect to transfers occurring on or after the Petition Date) become the sole property of that Non-Debtor Purchaser, and none of the Debtors, nor any creditors of the Debtors, shall retain any ownership rights, claims, liens, or interests in or to the Receivables or any proceeds thereof pursuant to Bankruptcy Code section 541, substantive consolidation, or otherwise. Neither the Receivables nor proceeds thereof shall constitute property of the bankruptcy estate of any of the Debtors, notwithstanding any intentional or inadvertent deposit of any proceeds of the Receivables in bank accounts owned or controlled by any of the Debtors.

(c) As of the Petition Date, any limited liability company interests and all other equity interests in each Non-Debtor Purchaser are free and clear of any and all liens, claims, charges, interests or encumbrances other than any prepetition liens over the equity interests in First Heritage Financing, Heights Financing I, Heights Financing II, Canada SPV I and Canada SPV II granted to the Prepetition Secured Parties (as defined in the Interim DIP Order).

4. *Release of Claims.* Subject to Paragraph 24 hereof, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their respective past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges from and acquits of any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action of any kind, nature, or description (whether matured or unmatured, known or unknown, asserted or unasserted, foreseen

or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort, or under any state or federal law or otherwise, in each case arising from or related to any acts or transactions occurring prior to the Petition Date) against any Non-Debtor Purchaser or with respect to any property heretofore conveyed to that Non-Debtor Purchaser, the Agents, the Structuring and Syndication Agents, the Lenders, and, with respect to each of the foregoing, their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, and the respective successors and assigns thereof (collectively, in each case solely in their capacity as such, the “Released Parties”), arising from or related to the Securitization Facilities, including any recharacterization, subordination, avoidance, or other claim arising under or pursuant to Bankruptcy Code section 105 or chapter 5 of the Bankruptcy Code or any similar provisions of applicable state or federal law; provided, however, that nothing in this Interim Order releases any party thereto from its contractual obligations under the Securitization Transaction Documents or in any way affects its property interests in the Receivables or the proceeds thereof.

5. *Immediate Need for Continued Access to Securitization Facilities.* Based on the record established and evidence presented at the interim hearing on the Motion, including the First Day Declaration and the Oppenheimer Declaration, and the representations of the parties, this Court makes the following findings:

- (a) Good cause has been shown for the entry of this Interim Order.
- (b) The Debtors have an immediate need for the uninterrupted continuation of the Securitization Facilities in order to support the ongoing operation of their businesses. Entry into the Securitization Transaction Documents and the continued performance of the Securitization

Facilities Debtors' respective obligations under the Securitization Transaction Documents are in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. If the Securitization Facilities are not assumed, it will result in an adverse impact on the Debtors' ability to operate on a go-forward basis.

(c) The Debtors could not continue the Securitization Facilities nor, given their current situation, financing arrangements, and capital structure, could they obtain any alternative postpetition financing without the Securitization Facilities Debtors (i) granting, pursuant to Bankruptcy Code section 364(c)(1), claims having priority over any and all administrative expenses of the kinds specified in Bankruptcy Code sections 503(b) and 507(b), other than superpriority claims against the respective Securitization Facilities Debtors for each separate Securitization Facility (x) allowed pursuant to Bankruptcy Code section 364(c)(1) as set forth in the DIP Order (the "DIP Superpriority Claims"), which claims shall be *pari passu* with the Superpriority Claims (as defined below) granted hereunder, and (y) in respect of the Carve-Out, or the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and (ii) securing, pursuant to Bankruptcy Code section 364(c), such indebtedness and obligations with security interests in and liens upon the Receivables and equity interests in the Non-Debtor Purchasers held by the respective Securitization Facilities Debtors for each separate Securitization Facility, as more fully set forth in the Motion.

(d) Each Securitization Transaction Document constitutes a valid and binding obligation of each Securitization Facilities Debtor party thereto, enforceable against each such Debtor in accordance with its terms, and each applicable Debtor's entry into each applicable Securitization Transaction Document is in the best interests of the Debtors and their estates. The terms and conditions of the Securitization Transaction Documents have been negotiated in good

faith and at arm's length; the transfers made or to be made and the obligations incurred or to be incurred thereunder shall be deemed to have been made for fair or reasonably equivalent value and in good faith (and without intent of the Debtors to "hinder, delay or defraud any creditor" as those terms are used in the Bankruptcy Code); and the transactions contemplated thereunder shall be deemed to have been made in "good faith," as that term is used in Bankruptcy Code sections 363(m) and 364(e), and in express reliance upon the protections offered by Bankruptcy Code sections 363(m) and 364(e).

6. *Authorization of Amendments and Continuation of Securitization Facilities.*

(a) In furtherance of the foregoing and without further approval of this Court, the Securitization Facilities Debtors are expressly authorized and directed to execute and deliver (or to have previously executed and delivered), the Securitization Transaction Documents to which they are party and all related documents and instruments to be (or to have been) executed and delivered in connection therewith, as applicable. The Securitization Facilities Debtors are further authorized to execute amendments to the Securitization Transaction Documents on a postpetition basis, as necessary and appropriate, and as agreed by the respective Agent for each Securitization Facility on behalf of such Agents respective Lenders and pay all related amendment fees whether such fees were incurred prepetition or postpetition. Upon execution and delivery of the Securitization Transaction Documents, the Securitization Transaction Documents shall constitute valid, binding, and unavoidable obligations of the Securitization Facilities Debtors, enforceable against each of them in accordance with the terms of the Securitization Transaction Documents and this Interim Order. No obligation, payment, transfer, or grant of security under the Securitization Transaction Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or any applicable law (including, without limitation,

under Bankruptcy Code sections 502(d), 548, or 549), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

(b) Pursuant to the Securitization Transaction Documents, (i) an Event of Default and the resulting Maturity Date (each as defined in the Credit Agreements) shall be deemed not to have occurred as a consequence of (w) the filing of these chapter 11 cases, (x) the taking of corporate or similar action by any of the Debtors to so authorize such filing, (y) the failure of any Debtor to pay any debts that are otherwise stayed as a result of these chapter 11 cases, or (z) the written admission by any Debtor of its inability to pay its debts, and (ii) certain additional Events of Default related to events in these chapter 11 cases shall be added to the applicable Securitization Transaction Documents.

(c) The Originators are expressly authorized to transfer, and shall be deemed to have transferred, free and clear of all liens, claims, encumbrances, and other interests of themselves or their respective creditors pursuant to Bankruptcy Code sections 363(b)(1) and (f), the Receivables to each Non-Debtor Purchaser, without recourse (except to the extent provided in the Purchase Agreements and the other Securitization Transaction Documents).

(d) The Securitization Facilities Debtors, as applicable, are expressly authorized and directed to:

(i) continue (and cause the Originators' wholly-owned, non-Debtor subsidiaries, the Non-Debtor Purchasers, to continue) to perform their respective obligations under the Securitization Transaction Documents; and

(ii) pursuant to Bankruptcy Code section 363(b)(1), make, execute, and deliver (and cause the Originators' wholly-owned, non-Debtor subsidiaries, the Non-Debtor Purchasers, to continue to make, execute, and deliver) all instruments and documents and perform

all other acts that may be reasonably required or appropriate in connection with the Securitization Transaction Documents and the transactions contemplated thereby; it being expressly contemplated that, pursuant to the terms of the Securitization Transaction Documents and this Interim Order, the Securitization Facilities Debtors shall be expressly authorized and empowered to make, execute, and deliver all instruments and documents and perform all other acts that may be reasonably required or appropriate in connection with the Securitization Transaction Documents and the transactions contemplated thereby. Moreover, transfers of Receivables under the Securitization Transaction Documents are deemed to be made in good faith, and the Non-Debtor Purchasers shall be entitled to the full benefits of Bankruptcy Code section 363(m) in connection with any transfers made pursuant to the provisions of the Securitization Transaction Documents. All obligations of the Securitization Facilities Debtors owing to any Non-Debtor Purchaser, any Agent, any Lender, and any other Secured Party (as defined in the Credit Agreements), as applicable, under and as provided for in the Securitization Transaction Documents are collectively hereinafter referred to as the “Securitization Facilities Obligations.”

(e) Upon the execution and delivery thereof, each Securitization Transaction Document constituted legal, valid, and binding obligations of the Securitization Facilities Debtors, as applicable, and is enforceable in accordance with its terms (other than, except as provided herein, in respect of the stay of enforcement arising from Bankruptcy Code section 362). Liens and security interests granted in favor of, or assigned to, any Non-Debtor Purchaser, the Agents, the Collateral Agents, and the Lenders (in each case solely in their capacity as such) and against any Securitization Facilities Debtor, pursuant to and in connection with the Securitization Transaction Documents for the specific Securitization Facility, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable

Securitization Transaction Document and are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or any other applicable non-bankruptcy law, except as provided herein.

(f) Any payments on account of the Receivables or other Collateral (as defined in the Credit Agreements) coming into the possession or control of any Debtor shall be held in trust for the benefit of the Agents, the Lenders, and the other Secured Parties under and in accordance with the Credit Agreements.

(g) The limited liability company interests and limited partnership interests, in each case in the Non-Debtor Purchasers, are property of the Originators' estates and subject to the protections under the automatic stay.

7. *Assumption of the Securitization Transaction Documents.* The Debtors, as applicable, hereby assume the Securitization Transaction Documents, as may be amended on a postpetition basis, and ratify and affirm their respective obligations thereunder (including the continued sale of Receivables to the Non-Debtor Purchasers under the Purchase Agreements) pursuant to Bankruptcy Code sections 363 and 365.

8. *Superpriority Claims.* In accordance with Bankruptcy Code section 364(c)(1), the respective Securitization Facilities Obligations shall constitute allowed senior administrative claims in favor of each of the Lenders against each of their applicable Securitization Facilities Debtors (without the need to file any proof of claim) (the "Superpriority Claims"), on a joint and several basis as between those Securitization Facilities Debtors identified in the Securitization Transaction Documents within each separate Securitization Facility, with priority (except as otherwise provided herein) over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the respective Securitization Facilities Debtors,

now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b), and over any and all administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546, 726, 1113, or 1114, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment; provided, however, that the Superpriority Claims shall be subject only to the Carve-Out (which shall be senior in priority in all respects to the Superpriority Claims granted hereunder) and the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion), *pari passu* solely with the DIP Superpriority Claims, and senior to the Adequate Protection Superpriority Claims (as defined in the DIP Order). For purposes of Bankruptcy Code section 1129(a)(9)(A), the Superpriority Claims of each Lender shall be considered administrative expenses allowed under Bankruptcy Code section 503(b) and shall be payable from, and have recourse to, all pre- and post-petition property, and all proceeds thereof, of their applicable Securitization Facilities Debtors. Other than as expressly provided herein, including with respect to the Carve-Out, the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and the DIP Superpriority Claims, no cost or expense for the administration of these chapter 11 cases that has been or may be asserted against a Debtor under Bankruptcy Code sections 105, 364(c)(1), 503(b), 506(c), or 507(b) or otherwise, including those resulting from the conversion of any of these chapter 11 cases pursuant to Bankruptcy Code section 1112, shall be senior to or *pari passu* with the Superpriority Claims of the Agents, the Lenders, or any Non-Debtor Purchaser against the Securitization Facilities Debtors. The Agents shall be permitted to enforce, on a derivative basis, any Superpriority Claims against any of the

Securitization Facilities Debtors belonging to the respective Non-Debtor Purchaser in respect of the Securitization Facilities Obligations arising under their respective Securitization Transaction Documents. For avoidance of doubt, nothing contained herein shall be construed (i) to grant, or otherwise permit an Agent a right to enforce, any Superpriority Claims against an Originator or a Servicer that is not specifically identified in the Agent's component Securitization Transaction Documents, or (ii) modify, alter, amend or replace any parties' rights or obligations under any applicable intercreditor agreement. The Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

9. *Security Interests and Liens.*

(a) Notwithstanding the foregoing, if any transfer of Receivables from an Originator to the applicable Non-Debtor Purchaser on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale, to secure each Originator's postpetition obligations to the applicable Non-Debtor Purchaser, the applicable Agent, the applicable Lenders, and the other Secured Parties under the applicable Securitization Transaction Documents, the applicable Collateral Agent (for the benefit of the Secured Parties under the applicable Securitization Transaction Documents) is hereby granted valid, binding, continuing, enforceable, unavoidable, and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold through the Securitization Facility on or after the Petition Date, whether

existing on the Petition Date or thereafter arising or acquired pursuant to Bankruptcy Code section 364 (the “Receivables Liens”).

(b) Only with respect to credit extended by the Lenders on or after the Petition Date, the respective Collateral Agents (for the benefit of the respective Secured Parties under the respective Securitization Transaction Documents) are hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), valid, binding, continuing, enforceable, unavoidable, and fully perfected continuing first-priority security interests in all of the Originators’ now existing, and hereafter acquired or arising, right, title, and interest in, to, and under all limited liability company interests and all other equity interests in each case in the respective Non-Debtor Purchasers, and all proceeds and products thereof pursuant to Bankruptcy Code section 364 (the “Pledge Liens,” and collectively with the Receivables Liens, the “Liens”).

(c) The Liens shall (i) not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under Bankruptcy Code section 551, (ii) not be subordinated to or made *pari passu* with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise, and (iii) be subject and subordinate to the Carve-Out and the Administration Charge (solely with respect to the Canadian Property, as defined in the motion). For the avoidance of doubt, any Liens granted hereunder with respect to component Securitization Transaction Documents shall be *pari passu*. The Liens shall not be subject to Bankruptcy Code sections 510, 549, 550, or 551, or, upon entry of the Final Order, the Debtors shall not invoke the “equities of the case” exception of Bankruptcy Code section 552(b) or 506(c).

(d) The Liens granted to the respective Collateral Agents pursuant hereto shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective by operation of law as of the Petition Date without any further action by any Debtor, any Non-Debtor Purchaser, any Agent, any Collateral Agent, the Lenders, or any other Secured Party and without the necessity of execution by any Debtor, or the filing or recordation, of any financing statements, security agreements, or other documents. No lien senior to or *pari passu* with the Liens may be permitted under Bankruptcy Code section 364(d)(1) against the Receivables. The foregoing provision shall continue the enforceability, perfection, and priority of the Liens, notwithstanding any name change, change of location, or other action by any of the Debtors that would require the filing of amendments to financing statements. The Liens shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

10. *Preservation of Rights Granted Under This Interim Order.* Other than the Carve-Out, the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and the DIP Superpriority Claims, no claim having a priority superior to or *pari passu* with those granted by this Interim Order shall be granted or allowed against any Securitization Facilities Debtor while any of the Securitization Transaction Documents applicable to such Securitization Facilities Debtor remain outstanding. This Interim Order and the Securitization Transaction Documents shall survive and shall not be modified, impaired, or discharged by the entry of an order converting any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of these chapter 11 cases, or terminating the joint administration of these chapter 11 cases, or by any other act or omission. The Liens, the Superpriority Claims, and all other rights and remedies granted by the provisions of this Interim Order and the

Securitization Transaction Documents shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until the Securitization Transaction Documents expire by their terms or have been otherwise terminated, including by agreement of the parties or in connection with a chapter 11 plan confirmed by this Court.

11. *Corporate Separateness.* The performance by the Securitization Facilities Debtors of their respective obligations under the Securitization Transaction Documents, the consummation of the transactions contemplated by the Securitization Transaction Documents, and the conduct by the Debtors of their respective businesses, whether occurring prior or subsequent to the Petition Date, do not, and shall not, provide a basis for: (a) a substantive consolidation of the assets and liabilities of any or all of any Securitization Facilities Debtors or any other Debtor with the assets and liabilities of any of the Non-Debtor Purchasers; or (b) a finding that the separate corporate or other identities of any Non-Debtor Purchaser, Servicer, Originator, or any other Debtor may be ignored. Notwithstanding any other provision of this Interim Order, the Agents and the Lenders agreed to enter into the applicable Securitization Transaction Documents in express reliance on the Non-Debtor Purchasers being separate and distinct legal entities with assets and liabilities separate and distinct from those of any of the Debtors.

12. *Payment of Fees, Costs, and Expenses.* Pursuant to the Securitization Transaction Documents and as described in the Motion, the Non-Debtor Purchasers have agreed to pay, and the Securitization Facilities Debtors are hereby authorized and directed (without the necessity of any further application being made to, or order obtained from, this Court) to cause (or to have previously caused) the Non-Debtor Purchasers, as affiliates of the Securitization Facilities Debtors, and in consideration of, among other things, the efforts of and services performed by the Agents, the Collateral Agents, the Lenders, and any of their respective affiliates to pay certain reasonable

and documented fees, costs and expenses (including those incurred by counsel) of the Agents, the Collateral Agents, the Lenders, and any of their respective affiliates, in each case as provided for in the Securitization Transaction Documents, including the reasonable and documented fees, costs and expenses incurred in connection with these Chapter 11 Cases and the proceedings in the Canadian Court (as defined in the Motion) regarding the Canadian Debtors. For avoidance of doubt, advisors to the Agents and Lenders shall only be required to provide the Debtors with summary invoices which document the total amount of fees and expenses incurred by such advisor in connection with the Securitization Facilities, and such summary invoices shall not be required to contain time entries, but shall include a list of professionals providing services, with rates and hours worked, and shall not be required to disclose any other information that may be subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information.

13. *Accounts Control.* (a) That certain *Account Control Agreement*, dated as of July 13, 2022, by and among First Heritage Borrower, First Heritage Servicer, and Computershare; (b) that certain *Account Control Agreement*, dated as of July 15, 2022, by and among Heights Borrower, Heights Servicer, and Computershare; (c) that certain *Amended and Restated Deposit Account Control Agreement*, dated as February 28, 2024, by and among First Heritage Servicer, Computershare, and Wells Fargo Bank, National Association; (d) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Finance Holding Co., Computershare, and Wells Fargo Bank, National Association; (e) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Finance Holding Co., Computershare, and BMO Harris Bank, National Association, (f) that certain *Deposit Account*

Control Agreement, dated as of November 3, 2023, by and among Heights Financing II, SouthernCo, Midtown as collateral agent and CIBC Bank USA, (g) that certain *Blocked Account Agreement*, dated as of August 1, 2023, by and among Canada SPV II, Canada II Administrative Agent and National Bank of Canada, (h) that certain *Blocked Accounts Agreement*, dated as of August 2, 2018, by and among Canada SPV I, Canada I General Partner, Canada I Administrative Agent and Royal Bank of Canada; and (i) that certain Letter Agreement, dated as of March __, 2024, by and between Curo Canada, LendDirect, Canada II Administrative Agent and Brinks Canada Limited, are hereby approved in all respects, and each of the applicable Debtors is authorized, but not directed, to perform or continue to perform (or cause its applicable non-Debtor subsidiary to perform) its obligations thereunder.

14. *Accounts Intercreditor Agreement*. Each of (i) that certain *Accounts Intercreditor Agreement*, dated January 30, 2023, by and among Computershare, Heights I Servicer, Heights Finance Holding Co., Heights Financing I, CURO and any other parties that are or become signatories thereto by execution of the Joinder Agreement attached as Exhibit A thereto, (ii) that certain *Accounts Intercreditor Agreement*, dated February 28, 2024, by and among Computershare, First Heritage Servicer, First Heritage Financing, Heights II Financing, Heights II Collateral Agent, CURO, and any other parties that are or become signatories thereto by execution of the Joinder Agreement attached as Exhibit A thereto and (iii) the Canada II IC, are hereby approved in all respects, and each of Heights I Servicer, First Heritage Servicer and Canada II Servicer is authorized, but not directed, to perform or continue to perform, or cause its applicable non-Debtor subsidiary, to perform its obligations thereunder.

15. *Parties in Interest; Successors*. The Securitization Transaction Documents and the provisions of this Interim Order shall be binding upon all parties in interest in these chapter 11

cases, including, without limitation, the Debtors, the Non-Debtor Purchasers, the Agents, the Lenders, and the respective successors and assigns of each of the foregoing (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, any examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of, without limitation, the Debtors, the Non-Debtor Purchasers, the Agents, and the Lenders.

16. *Derivative Standing.* Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including any Creditors' Committee (if appointed), standing or authority to pursue any cause of action belonging to the Debtors or their estates.

17. *No Control; No Fiduciary Duties.* The Non-Debtor Purchasers, the Agents, and the Lenders, either individually or as a group, shall not (a) be deemed to be in control of the operations of the Debtors or (b) owe any fiduciary duty to the Debtors or their respective creditors, shareholders, or estates.

18. *Reversal, Modification, Stay, or Vacatur.* If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity of any transfer of the Receivables made pursuant to the provisions of the Securitization Transaction Documents prior to written notice to the Agent and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, (b) the validity of any obligation or liability incurred by the Securitization Facilities Debtors prior to written notice to the Agents and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, or (c) the validity and enforceability of any priority authorized or created hereby or pursuant to the Securitization Transaction Documents.

Notwithstanding any such reversal, stay, modification, or vacatur, any indebtedness, obligations, or liabilities incurred or payment made by any Securitization Facilities Debtor, prior to written notice to the Agents and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, shall be governed in all respects by the original provisions of this Interim Order, and the Agent, the Lenders, and the Non-Debtor Purchasers shall be entitled to all the rights, remedies, privileges, and benefits granted herein, pursuant to the Securitization Transaction Documents, with respect to all such indebtedness, obligations, or liabilities (including, without limitation, with respect to the manner in which the proceeds of the Receivables are applied) and to the full benefits of Bankruptcy Code sections 363(m) and 364(e) in connection therewith.

19. *Continuing Effect of Order.* Any dismissal, conversion, or substantive consolidation of these chapter 11 cases shall not affect the rights of the Agents and the Lenders under this Interim Order, and all of their rights and remedies hereunder shall remain in full force and effect as if these chapter 11 cases had not been dismissed, converted, or substantively consolidated. Any order dismissing any of these chapter 11 cases under Bankruptcy Code section 1112 shall provide or be deemed to provide (in accordance with Bankruptcy Code sections 105 and 349) that (a) the claims, liens, and security interests granted to the respective Collateral Agents pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all Securitization Facilities Obligations, and all other obligations under the Securitization Transaction Documents, have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all lending and funding commitments of the Lenders under the Securitization Transaction Documents have terminated; (b) such claims, liens, and security interests shall, notwithstanding such dismissal, remain binding on all persons; and (c) this Court shall retain

jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clauses (a) and (b) above.

20. *Not Property of the Estate; No Surcharge.* Upon a sale of any and all Receivables to a Non-Debtor Purchaser, any and all such Receivables sold, whenever created, are and shall be the property of that Non-Debtor Purchaser and not property of the Debtors' estates. Accordingly, subject to and effective upon entry of the Final Order, no expenses for the administration of these chapter 11 cases or any future proceeding or case that may result from these chapter 11 cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against the sold Receivables or the proceeds thereof pursuant to Bankruptcy Code section 506(c) or otherwise, without the prior written consent of the applicable Agent (email shall suffice), and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent.

21. *Rights and Remedies Against the Debtors.* Immediately upon the occurrence and continuation of an Event of Default under the Securitization Transaction Documents, the automatic stay provisions of Bankruptcy Code section 362 are hereby modified to the extent necessary to permit the respective Agents and the Collateral Agents to exercise any rights and remedies to the extent provided for in the Credit Agreements and other Securitization Transaction Documents, as applicable, including to (a) set off and apply any and all amounts in accounts maintained by any of the Servicers or Originators against any obligations owing by any of the Servicers or Originators under the Securitization Transaction Documents to the extent such amounts do not constitute DIP Collateral (as defined in the DIP Order); (b) demand payment or performance of any Guaranteed Obligations (as defined in the Guaranties, as applicable); and (c) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the Securitization Transaction Documents, or applicable law against the Debtors; provided, however, that prior to any such

exercise of rights or remedies (other than the rights and remedies described in clauses (a) and (b) such Agent shall give five (5) business days' prior written notice to the Debtors (with copies to the Notice Parties) (such five (5) business day period, the "Agent Remedies Notice Period") provided, further, that during the Agent Remedies Notice Period, only the Debtors, the Creditors' Committee (if appointed), the DIP Agent (as defined in the DIP Motion), the Prepetition 1L Agent (as defined in the DIP Motion), the Prepetition 1.5L Notes Trustee (as defined in the DIP Motion), the Prepetition 2L Notes Trustee (as defined in the DIP Motion) and/or the Ad Hoc Group (as defined in the Restructuring Support Agreement) shall also be entitled to seek an emergency hearing (with the Agent and the Lenders consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default or other event or occurrence giving rise to the foregoing rights and remedies under the Securitization Transaction Documents has occurred and is continuing, with such hearing to place at the Court's first availability. If a request for such hearing is made prior to the end of the Agent Remedies Notice Period, the Agent Remedies Notice Period shall automatically be continued until the Court hears and rules with respect thereto, provided that, such extension shall not exceed fifteen (15) days. Except as set forth in this Paragraph 21 or otherwise ordered by the Court prior to the expiration of the Agent Remedies Notice Period, after the Agent Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under Bankruptcy Code section 105, to the extent such relief would in any way impair or restrict the rights and remedies of the applicable Agent, or the applicable Lenders, under this Interim Order or the Securitization Transaction Documents. Unless the Court has determined that an Event of Default has not occurred and/or is not continuing, the automatic stay, as to all of the applicable Agent, and the applicable Lenders, shall automatically be modified to the extent necessary to permit the

exercise of rights and remedies under the Credit Agreements or any Securitization Transaction Documents at the end of the Agent Remedies Notice Period (as it may be extended in accordance with this paragraph) without further notice or order. Upon expiration of the Agent Remedies Notice Period (as it may be extended in accordance with this paragraph), the applicable Agent shall be permitted, subject to the Intercreditor Agreements, to exercise all remedies set forth herein, and in the Securitization Transaction Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Interim Order. Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral (as defined in the DIP Orders), or to obtain any other injunctive relief. Any delay or failure of the applicable Agent to exercise rights under the Securitization Transaction Documents, the Intercreditor Agreements, or this Interim Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The applicable Agent and the applicable Collateral Agent shall be entitled, derivatively, to assert any and all of the rights of the Non-Debtor Purchaser arising as a result of the Securitization Transaction Documents, including, without limitation, those rights conveyed under Bankruptcy Code section 363(m).

22. *Disclaimer of Liability.* Nothing in this Interim Order, the Securitization Transaction Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Agents or any Lender of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses or in connection with their restructuring efforts.

23. *Order Governs.* In the event of any inconsistency between the provisions of this Interim Order and the Securitization Transaction Documents, the provisions of this Interim Order shall govern. To the extent any provision of this Interim Order conflicts or is inconsistent with any provision of any other order of this Court, the provisions of this Interim Order shall control to the extent of such conflict except to the extent expressly provided otherwise herein or in a subsequent order of this Court. To the extent a conflict arises between the provisions of this Interim Order and the DIP Orders, a hearing shall be held before the Court to resolve such conflict prior to the enforcement of, or any actions being taken under, the provisions giving rise to such conflict by any party.

24. *Binding Effect of Stipulations and Releases.* The stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon the Debtors and any successor thereto in all circumstances upon entry of this Interim Order. The stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon all other parties in interest, including, without limitation, any Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estate in all circumstances, unless a party in interest with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order is irrevocably waived and relinquished) has, under the appropriate Bankruptcy Rules, timely and properly filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph): (i) by no later than (x) the earlier of (A) confirmation of a chapter 11 plan and (B) (I) as to the Creditors' Committee only, 60 calendar days after the appointment of the Creditors' Committee, only in the event that a Creditors' Committee is appointed within 60 days of the entry of this Interim Order, (II) if the

Chapter 11 Cases are converted to chapter 7 or a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of this Interim Order, or (2) the date that is 30 calendar days after its appointment, or (III) as for all other parties in interest, 60 calendar days after entry of this Interim Order, or (y) any such later date as (A) has been agreed to by the Agents, or (B) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clause (i), the “Challenge Period” and the date of expiration of the Challenge Period, the “Challenge Period Termination Date”); (ii) seeking to avoid, object to, or otherwise challenge stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order (any such claim, a “Challenge”); and (iii) in which the Court enters a final non-appealable order sustaining such Challenge in favor of the plaintiff in any such timely filed adversary proceeding or contested matter; provided, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely filed prior to the Challenge Period Termination Date (or if any such Challenge is filed and overruled), then, without further order of this Court, all of the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall be binding upon all parties in interest in these chapter 11 cases and shall not be subject to challenge or modification in any respect. If a Challenge is timely filed prior to the Challenge Period Termination Date, the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Interim Order shall nonetheless remain binding and preclusive on any Creditors’

Committee and any other person or entity except to the extent that such stipulations and admissions were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any person, including, without limitation, any Creditors' Committee appointed in these chapter 11 cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenge (including a Challenge) with respect to the Securitization Facilities. A separate order of the Court conferring such standing on any person shall be a prerequisite for the prosecution of a Challenge by such person.

25. *Reporting.* The Debtors shall provide copies of the reports referenced in the Credit Agreements to Wachtell, Lipton, Rosen & Katz, counsel to the Ad Hoc Group, and to any Creditors' Committee, if appointed, in these chapter 11 cases each date any other information or report delivered by or on behalf of either of the Servicers is delivered to either the Agents or the Lenders, as applicable, after entry of this Interim Order. The Debtor shall provide copies of all reports referenced in the DIP Facility to counsel for the Agents.

26. *Effect of This Interim Order.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

27. *Amendments.* Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions of the Securitization Transaction Documents shall be effective unless set forth in writing, signed by, or on behalf of, the Debtors and the applicable Agent, after

five (5) business days' notice to the U.S. Trustee, the Creditors' Committee (if appointed), the DIP Agent, the Ad Hoc Group, all other Agents and counsel to each of the foregoing; provided that, each of the U.S. Trustee, the Creditors' Committee (if appointed), the DIP Agent, and Required DIP Lenders reserves the right to file a motion with the Court to contest any waiver, modification, or amendment within that five (5) business days' notice period on an emergency basis, and such waiver, modification, or amendment will not become effective until a resolution of the motion; provided, further, that, any such waiver, modification, or amendment that (a) does not modify the material terms of the Securitization Transaction Documents and/or (b) is necessary to conform the terms of the Securitization Transaction Documents to this Interim Order shall not be subject to the notice requirements set forth in this Paragraph 27 and shall be effective upon execution by the parties thereto.

28. *Proofs of Claim.* The Agents and the Lenders shall not be required to file proofs of claim in these chapter 11 cases, including without limitation, following conversion to a case under chapter 7 of the Bankruptcy Code or in any successor case.

29. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

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

31. Bankruptcy Rule 6003(b) has been satisfied.

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

33. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

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

Dated: _____, 2024
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit "E"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING, BUT NOT DIRECTING,
DEBTORS TO (A) PAY PREPETITION EMPLOYEE WAGES,
SALARIES, OTHER COMPENSATION, AND REIMBURSABLE
EMPLOYEE EXPENSES AND (B) CONTINUE COMPENSATION
AND BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable employee expenses; and (b) continue compensation and benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto; and (ii) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b) and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 4002-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code

sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

The Debtors’ Workforce

8. As of the Petition Date, the Debtors employ approximately 2,856 employees (the “Employees”) in the U.S. and Canada, with approximately 1,781 Employees located in the U.S. and 1,075 Employees located in Canada. Approximately 2,833 Employees are full-time

Employees and 23 are part-time Employees. Of these Employees, approximately 858 Employees are salaried employees and approximately 1,998 are paid on an hourly basis. The Debtors also use the services of approximately nine independent contractors (the “Independent Contractors and, together, with the Employees, the “Debtors’ Workforce”).

9. The Debtors’ Workforce performs a wide variety of functions at the corporate and branch level that are crucial to the Debtors’ operation of their consumer credit lending business, including sales, marketing, client services, project management, product management, finance, accounting, billing, collections, business system analysis, human resources roles, recruiting, and executive roles, such as legal counsel and corporate development managers.

10. The Debtors’ Workforce includes personnel who are intimately familiar with the Debtors’ businesses, processes, and systems, who possess unique skills and experience in the Debtors’ core business segments and/or who have developed relationships with vendors providing services essential to the Debtors’ businesses. Without the Debtors’ Workforce, the Debtors’ ability to operate their businesses would be materially impaired, if not impossible.

11. Moreover, the vast majority of the Debtors’ Workforce relies exclusively on their compensation and benefits to pay their daily living expenses and to support their families. Thus, the Debtors’ Workforce would be exposed to significant financial hardships if the Debtors were not permitted to continue paying wages and salaries, providing employee benefits, and maintaining certain programs benefiting the Debtors’ Workforce in the ordinary course of their businesses on a postpetition basis. The Debtors intend to continue their prepetition employee practices, programs, and policies in the ordinary course of business on a postpetition basis and, subject to the Court’s approval of the relief sought herein, to pay prepetition amounts related thereto.

Compensation and Benefits

12. The Debtors seek to minimize the negative impact the Debtors' Workforce would suffer if prepetition employee-related obligations are not paid or remitted when due or as expected. Therefore, the Debtors seek authority to pay and honor certain prepetition claims and obligations, as well as continue to pay and honor certain claims and obligations in the ordinary course of their businesses on a postpetition basis, as applicable (each as defined below and, collectively, the "Compensation and Benefits").

13. The approximate prepetition amounts owing in relation to the Compensation and Benefits that the Debtors are seeking authority to pay pursuant to this Motion are summarized in the following table:

Compensation and Benefits	Estimated Amounts Owed on a Prepetition Basis
Wage Obligations	\$3,563,403
Independent Contractor Obligations	\$0
Withholding Obligations	\$1,673,078
Payroll Processing Obligations	\$0
Reimbursable Expenses	\$340,000
Health and Welfare Coverage and Benefits	\$2,807,899
Paid Leave Benefits	\$1,138,513
Workers' Compensation Program	\$0
Retirement Plans	\$80,632
Employee Relief Fund	\$0
Bonus and Incentive Programs	\$6,017,970
Severance Obligations	\$5,056,661
Non-Employee Director Compensation	\$0
Total	\$20,678,156

14. Further, out of an abundance of caution, the Debtors request confirmation of their right to modify, change, and/or discontinue any of their Compensation and Benefits and/or to implement new programs, policies, and benefits in the ordinary course of their businesses on a postpetition basis during these Chapter 11 Cases, without the need for further Court approval, subject to applicable law.

A. Wage Obligations

15. In the ordinary course of business, the Debtors incur payroll obligations on account of base and overtime wages that are owed to Employees (the “Wage Obligations”). The Wage Obligations accrue on either a salaried or hourly basis, and Employees are generally paid on a bi-weekly basis in the United States and Canada. The majority of the Debtors’ payroll is made by direct deposit or other electronic means.

16. In the 12 months prior to the Petition Date, the Debtors have incurred a monthly average of approximately \$12,345,449 on account of the Wage Obligations due to U.S. Employees and approximately \$3,842,030 on account of the Wage Obligations due to Canadian Employees. As of the Petition Date, the Debtors estimate that they owe approximately \$3,563,403 on account of accrued but unpaid Wage Obligations. By this Motion, the Debtors request authorization to pay all outstanding prepetition obligations on account of the Wage Obligations and to continue paying the Wage Obligations on a postpetition basis in the ordinary course of business and consistent with the Debtors’ prepetition practices.

B. Independent Contractor Obligations

17. Historically, the Debtors have utilized the services of Independent Contractors to provide specialized skills. As explained above, the Debtors currently utilize the services of approximately nine Independent Contractors. The Debtors generally hire Independent Contractors through staffing agencies (the “Staffing Agencies”) and pay fees for services provided by the Independent Contractors either through the Staffing Agencies (the “Staffing Agency Obligations”) or directly to the Independent Contractors (such amounts owed to Independent Contractors, together, with the Staffing Agency Obligations, the “Independent Contractor Obligations”). On average, the Debtors pay approximately \$32,000 in Staffing Agency Obligations per month. Independent Contractors are not eligible to receive Health and Welfare Coverage and Benefits (as defined herein) or any other benefits provided by the Debtors and further described in this Motion. As of the Petition Date, the Debtors estimate that they do not have accrued but unpaid Independent Contractor Obligations. The Debtors request authorization to continue paying the Independent Contractor Obligations on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practices.

C. Withholding Obligations

18. During each applicable payroll period, and subject to the laws of the applicable state, province, or jurisdiction in which the Debtors operate, the Debtors routinely deduct certain amounts from Employees’ paychecks, including garnishments, child support, and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee’s share of healthcare benefits and insurance premiums, 401(k) contributions in the United States and registered retirement savings plan

contributions in Canada, and legally ordered deductions (collectively, the “Deductions”), and forward such amounts to various third-party recipients.

19. Certain U.S. federal, state, and local laws require that the Debtors withhold certain amounts from Employees’ gross pay related to federal, state, and local income taxes, Medicare taxes, Social Security, and other withholdings (collectively, the “U.S. Employee Payroll Taxes”) for remittance to the appropriate taxing authorities. The Debtors also have similar obligations under Canadian law (the “Canadian Employee Payroll Taxes” and, together, with the U.S. Payroll Taxes, the “Employee Payroll Taxes”). The Debtors must then match the Employee Payroll Taxes from their own funds and pay, based on a percentage of gross payroll, additional amounts for United States federal and state unemployment insurance, Social Security and Medicare taxes, and other applicable social insurance programs, including Canadian federal and provincial equivalents (together, with the Employee Payroll Taxes, the “Payroll Taxes”). The Payroll Taxes are generally processed and forwarded to the appropriate taxing authorities in accordance with remittance intervals and deadlines established by those taxing authorities.

20. In the 12 months prior to the Petition Date, the Debtors paid a monthly average of approximately \$3,525,424 on account of the Deductions and Payroll Taxes (collectively, the “Withholding Obligations”). As of the Petition Date, the Debtors estimate that they owe approximately \$1,673,078 on account of the Withholding Obligations. Accordingly, the Debtors request authorization to pay all outstanding prepetition obligations on account of the Withholding Obligations and to continue paying the Withholding Obligations on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practices.

D. Payroll Processing Obligations

21. The Deductions and Payroll Taxes in the U.S. are processed by Automatic Data Processing, Inc. (“ADP US”); in Canada, the Deductions and Payroll Taxes are processed by ADP

Canada Co. (“ADP Canada,” together, with ADP US, “ADP”). ADP ensures that the Deductions and Payroll Taxes are submitted to the appropriate parties and distributes the checks and direct deposits received by the Employees. The Debtors pay (i) ADP US approximately \$45,000 and (ii) ADP Canada approximately \$20,250 each month for these administrative services (collectively, the “Payroll Processing Obligations”). As of the Petition Date, the Debtors estimate that they do not have accrued but unpaid Payroll Processing Obligations. The Debtors request authorization to continue paying the Payroll Processing Obligations on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practices.

E. Reimbursable Expenses

22. Certain of the Debtors’ employees who use personal credit cards or cash for business-related expenses including business and entertainment meals, overtime meals, internal events (upon receipt of internal approval), as well as travel-related expenses, such as air travel, ground transportation, hotels and lodging, meal allowances, car mileage allowances, car rentals, and parking (collectively, the “Out-of-Pocket Expenses”) are entitled to reimbursement after certain approvals are received in accordance with internal policies and procedures. In the 12 months prior to the Petition Date, the Debtors paid a monthly average of approximately \$43,000 on account of the Out-of-Pocket Expenses. As of the Petition Date, the Debtors estimate that they owe Employees approximately \$15,000 on account of Out-of-Pocket Expenses.

23. The Debtors also maintain corporate credit card programs (the “Card Programs”) to reimburse travel & entertainment expenses incurred by Employees. The Debtors operate three Card Programs: (i) two for the U.S. Employees (a) via American Express in the U.S. (the “AMEX Card Program”), which has a \$985,000 credit limit, and (b) via Truist Bank in the U.S. (the “Truist Card Program”), which has a \$249,000 credit limit, and (ii) one for the Canadian Employees via Royal Bank of Canada in Canada (the “RBC Card Program”), which has a \$200,000 credit limit.

Pursuant to the AMEX Card Program and RBC Card Program, corporate manager Employees whose work responsibilities include travel are eligible for a corporate credit card, while non-management Employees whose work responsibilities include travel require manager approval to obtain a card. Pursuant to the Truist Card Program, branch manager Employees are authorized to obtain a credit card. As of the Petition Date, the Debtors estimate the total accrued but unpaid obligations on account of the Card Programs are approximately \$265,000.

24. Certain of the Debtors' Employees also participate in the driver reimbursement program that makes payments to drivers in two ways: fixed and variable rates (the "Motus Program" and, collectively with the Out-of-Pocket Expenses and the Card Programs, the "Reimbursable Expenses"). The variable rate amount is paid for the previous month's mileage on the 15th of the month. The fixed rate amount is paid on the 15th for the next month. The fixed payment is for the maintenance and depreciation of the vehicle and considers location and estimated annual mileage. The administrative costs of the Motus Program are \$40,000 annually. As of the Petition, the Debtors estimate that the total accrued but unpaid obligations on account of the Motus Program are approximately \$60,000.

25. Accordingly, the Debtors request authorization to pay all outstanding prepetition obligations on account of the Reimbursable Expenses, and to continue paying the Reimbursable Expenses on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practices. For the avoidance of doubt, the Debtors will not seek to pay any outstanding Reimbursable Expenses or fees related thereto in advance of the date they come due.

F. Health and Welfare Coverage and Benefits

26. The Debtors offer their Employees the ability to participate in a number of health insurance and benefits programs, including, among other programs: medical, prescription, vision and dental coverage plans; life and accident insurance; short-term and long-term disability

insurance; health savings account and flexible spending account programs; and other employee benefit plans (collectively, the “Health and Welfare Coverage and Benefits”).

27. In the 12 months prior to the Petition Date, the Debtors paid a monthly average of approximately \$1,708,485 on account of the Health and Welfare Coverage Benefits. As of the Petition Date, the Debtors estimate they owe approximately \$2,807,899² on account of unpaid Health and Welfare Coverage and Benefits. As described above, failure to continue the Health and Welfare Coverage and Benefits could cause Employees to experience severe hardship. Accordingly, the Debtors request authorization to pay all outstanding prepetition obligations on account of the Health and Welfare Coverage and Benefits, and to continue paying the Health and Welfare Coverage and Benefits on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practices.

G. Paid Leave Benefits

28. The Debtors provide paid time off to certain eligible Employees (the “Paid Leave Benefits”). The Debtors’ Paid Leave Benefits program covers vacation, floating holidays, volunteering, new parental leave, bereavement, and sick leave. In the U.S., Employees receive (i) paid time off days (sick or vacation) based on their years of service, between 17 and 25 days per year; (ii) one floating holiday per year; (iii) two volunteering days per year; (iv) 10 new parental leave days per year; and (v) five bereavement days per year. In Canada, Employees receive (i) vacation days based on their years of service, between 10 and 25 days per year; (ii) five sick leave days per year; (iii) two floating holidays per year; and (iv) three bereavement days per year. Except in states or provinces where Paid Leave Benefits carryover is required by law, Paid Leave Benefits may not be carried from one calendar year to the next calendar year, unless an

² This amount is larger than the typical monthly average due to delays with billing.

Employee receives written approval. In Canada and three U.S. states where the Debtors operate, an employee is entitled to a cash payment for any accrued but unused vacation and sick leave days in the event such Employee is terminated from the Debtors' employment. As of the Petition Date, the Debtors estimate that their Employees have accrued Paid Leave Benefits with an aggregate value of approximately \$76,293 in the U.S. and \$1,062,220 in Canada. This amount, however, is not a current cash payment obligation. Accordingly, the Debtors seek authorization to pay all outstanding prepetition obligations on account of the Paid Leave Benefits as they come due and to continue paying the Paid Leave Benefits on a postpetition basis in the ordinary course of their businesses and consistent with their prepetition practice.

H. Workers' Compensation Program

29. The Debtors maintain workers' compensation insurance only for their Employees based in the U.S. (the "Workers' Compensation Program"). The annual cost of the insurance policy associated with the Workers' Compensation Program is approximately \$143,500.00 which the Debtors pay monthly for the first ten months and the remaining amount due (or refund due) is reconciled in a plan-year-end audit. Three claims remain outstanding under the Debtors' Workers' Compensation Program.

30. The Debtors must continue the claims assessment, determination, adjudication, and payments pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements. As of the Petition Date, the Debtors estimate that there are no amounts due and owing on account of the claims under the Workers' Compensation Program. The Debtors seek authorization to continue the Workers' Compensation Programs in the ordinary course of their businesses on a postpetition basis.

I. Retirement Benefits

31. The Debtors maintain a defined contribution retirement savings plan for the benefit of their Employees based in the U.S. that satisfies the requirements of section 401(k) of the Internal Revenue Code (the “401(k) Plan”). New hires are eligible to participate in the 401(k) Plan after being employed for at least 30 days. The 401(k) Plan is administered by TAG Resources and allows for automatic pre-tax salary deductions of eligible compensation up to the limits set forth by the Internal Revenue Code. In 2023, the Company’s matching contributions totaled \$2,955,630. As of the Petition Date, approximately 1,567 current Employees participate in the 401(k) Plan. The Company also maintains the existing contributions for 1,019 former Employees.³ As of the Petition Date, the Company expects to owe approximately \$65,155 on account of 401(k) Plan matching contributions.

32. The Company also maintains a registered retirement savings plan for Canadian Employees (“Canada Retirement Plan” and, together with the 401(k) Plan, the “Retirement Plans”). New hires are eligible to participate in the Canada Retirement Plan after being employed for 90 days. There is no annual cost to maintain the Canada Retirement Plan other than matching contributions by the Company. In 2023, the Company’s match totaled \$547,500. As of the Petition Date, approximately 418 current Employees participate in the Canada Retirement Plan. As of the

³ The Company plans on making certain administrative changes to the 401(k) Plan during these Chapter 11 Cases in the ordinary course of business. Such changes are anticipated to decrease the cost of administering the 401(k) Plan for the benefit of participants.

Petition Date, the Company expects to owe approximately \$15,477 on account of Canada Retirement Plan matching contributions.

33. Accordingly, the Debtors seek authorization to pay all outstanding prepetition obligations on account of the Retirement Plans.

J. The CURO Cares Employee Relief Fund

34. The Company has established the CURO Cares Employee Relief Fund to help employees who are facing financial hardship immediately after a natural disaster or an unforeseen personal hardship (the “Employee Relief Fund”). The Employee Relief Fund relies primarily on individual donations from employees and support from the Company. Emergency Assistance Foundation, a third party, administers the Employee Relief Fund. The Debtors contributed \$110,000 to the Employee Relief Fund in 2023. As of the Petition Date, the Company does not have currently outstanding obligations in connection with the Employee Relief Fund.

K. Bonus and Incentive Programs

35. Historically, the Debtors have offered the following performance-based incentive programs to provide Employees with an opportunity to receive monetary compensation for achieving certain performance goals (the “Bonus and Incentive Programs”). The Debtors believe that continuation of the Bonus and Incentive Programs is essential to maintaining Employee morale, performance, and recruitment. Therefore, the Debtors are seeking authority to continue to

make payments under the Bonus and Incentive Programs as described below in the ordinary course of business.⁴

a. Sales Commissions

36. Certain of the Debtors' sales-dedicated Employees based in the U.S. receive commissions (the "Sales Commissions") for sale of certain ancillary products, such as club memberships and identity theft protection plan in the U.S. (the "Sales Commission Program"). Approximately 350 Employees participate in the Sales Commission Program. In the 12 months prior to the Petition Date, the Debtors paid out a monthly average of approximately \$50,000 on account of Sales Commissions. As of the Petition Date, the Debtors estimate that they owe approximately \$37,500 in accrued but unpaid Sales Commissions.

37. The Sales Commission Program is essential to incentivize and stimulate sales of the Debtors' services, which ultimately benefits the Debtors' enterprise and stakeholders. Accordingly, the Debtors request authorization to pay all outstanding prepetition obligations on account of the Sales Commission Program and to continue paying Sales Commissions on a postpetition basis in the ordinary course and consistent with prepetition practice.

b. Long-Term Incentive Plans

38. The Company maintains two Long-Term Incentive Plans for employees in leadership roles: (a) the 2017 Incentive Stock Plan (the "2017 Incentive Plan") and (b) the 2010 Equity Incentive Plan (the "2010 Incentive Plan"). The 2010 Incentive Plan allowed for grants of various types of equity awards, but no new awards have been granted under the 2010 Incentive Plan since the approval of the 2017 Incentive Plan. There remain outstanding vested but

⁴ As of the Petition Date, the Debtors believe that all annual incentive and bonus payments for the 2023 year have been made. The Debtors do not seek authority to make any bonus or incentive payments to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further notice and order of this Court.

unexercised options under the 2010 Incentive Plan. Awards made in 2023 under the 2017 Incentive Plan were approved on February 20, 2023 (the “2023 LTIP”). Under the 2023 LTIP, senior executives were granted restricted stock units under the Company’s stockholder-approved 2017 Incentive Plan in an amount based upon a targeted percentage of the participant’s base salary. For participating senior executives, one-half of the restricted stock units is subject to time-based vesting in three equal installments in February 2024, 2025 and 2026, and one-half of the restricted stock units is subject to performance-based vesting, based on the Company’s relative total shareholder return which vests, if at all, on the last day of the performance period. No payments on account of 2023 LTIP are contemplated during the course of the Chapter 11 Cases. Other key employees were designated to participate in the 2023 Long-Term Cash Incentive Program (“2023 LTCP”), which provided a cash payment based upon a targeted percentage of the participant’s base salary. The cash payments vest in equal installments over the course of three years. The first installment of the cash awards under the 2023 LTCP was paid on February 27, 2024, with the remaining installments vesting in February of 2025 and 2026.

c. Short-Term Incentive Plan

39. The Company provides certain executive and non-executive Employees with the opportunity each year to earn a cash bonus in an amount based upon a targeted percentage of the participant’s base salary based upon the achievement of performance objectives (the “STIP”). The purpose of the STIP was to incent and reward eligible employees for their material contributions to the operating and financial performance of the Company. Under the STIP, participants were eligible to earn a cash bonus in an amount based upon a targeted percentage of the participant’s base salary. For 2023, a participant’s cash bonus under the STIP was earned based upon the achievement of certain performance metrics. The 2023 STIP was paid out on February 27, 2024.

As of the Petition Date, the Debtors do not have any outstanding obligations on account of the STIP.

d. Non-Qualified Deferred Compensation Plan

40. Prior to the IPO, the Company implemented a non-qualified deferred compensation plan (the “Deferred Compensation Plan”). Formerly, the Company made contributions on each participant’s behalf into the Deferred Compensation Plan. That practice was discontinued in 2018, following the IPO. Beginning in 2021, the Company did not permit new participants to join the Deferred Compensation Plan. Beginning in 2023, enrollment was limited to active employees who had elected to contribute in 2022. Beginning in 2024, the plan was frozen to new participants and contributions. Currently, there are nine participants in the Deferred Compensation Plan, consisting of five current and four former Employees. As of the Petition Date, the Debtors estimate that they owe approximately \$5 million in connection with the Deferred Compensation Plan.

e. Other Bonus Programs

41. The Company maintains several other bonus programs for eligible Employees, including, among others, (a) the Branch Monthly Bonus Plan for 1,298 eligible U.S. Employees and 907 eligible Canadian Employees, with the average monthly payout equal to \$767 for U.S. and CAD \$370 for Canadian Employees; (b) the Recovery/Collection Bonus Plan for eligible collections recovery specialists; (c) the Employee Referral Bonus; and (d) the Signing Bonus (collectively, the “Other Bonus Programs”). As of the Petition Date, the Debtors estimate that they owe approximately \$980,470 in connection with the Other Bonus Programs.

L. Severance Obligations

42. In the ordinary course of business, the Debtors historically have offered a severance program pursuant to which an Employee receives a severance payment upon termination of the Employee’s employment in the United States and Canada (the “Severance Program” and the

obligations thereunder the “Severance Obligations”). Eligible Employees may receive a severance benefit based upon their years of service, compensation, and other factors the Debtors determine to be relevant. Those Employees with an employment agreement have a contractually established severance. Severance is typically paid out in installments as part of the Debtors’ regular payroll. As of the Petition Date, the Debtors estimate that they owe approximately \$4,036,516 on account of U.S. Severance Obligations and approximately \$1,020,145 on account of Canadian Severance Obligations. The Debtors request authorization to continue the Severance Program in the ordinary course and to pay prepetition obligations on account of the Severance Obligations.⁵

M. Non-Employee Director Compensation

43. The Debtors’ board of directors consists of eight directors (collectively, the “Directors”). While traditionally the non-Employee Directors have been compensated for their services in a combination of restricted stock units and cash, effective April 1, 2023, the Directors agreed to be compensated in restricted stock units only to signal greater alignment of their interests with those of the Company’s equity holders (the “Director Compensation”). Effective January 1, 2024, the Board approved the conversion of the Director Compensation to a cash-based program, payable quarterly in advance. There are no outstanding amounts due on account of Director Compensation as of the Petition Date.

⁵ The Debtors contemplate payment of prepetition severance to three Insiders while the Chapter 11 Cases are pending—the former Chief Executive Officer in the total amount of approximately \$700,000 (over remaining 46 weeks) and two other executives in the amount of approximately \$500,000 and \$450,000, respectively, over the course of 52 weeks (plus continuation of certain health benefits). Because the Debtors’ proposed plan contemplates payments to all unsecured creditors in full, the Debtors submit that payment of these contractual obligations is appropriate.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor Compensation and Benefits Obligations.

(i) Certain of the Compensation and Benefits are Entitled to Priority Treatment.

44. Bankruptcy Code sections 507(a)(4) and 507(a)(5) entitle the majority of the Compensation and Benefits to priority treatment. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See* U.S.C. § 1129(a)(9)(B) (requiring payment of certain allowed unsecured claims, given priority under Bankruptcy Code sections 507(a)(4) and 507(a)(5), for (a) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual and (b) contributions to an employee benefit plan). To the extent that an Employee receives no more than \$15,150 on account of prepetition claims entitled to priority or to the extent a proposed plan pays unsecured claimants in full, the relief sought with respect to compensation only affects the timing of payments to Employees and does not have any material negative impact on recoveries for other stakeholders.⁶ Indeed, the Debtors submit that payment of the Compensation and Benefits at this time enhances value for the benefit of all interested parties. Finding, attracting, and training new qualified talent would be extremely difficult and could require higher salaries, guaranteed bonuses, and more comprehensive compensation packages than are currently provided to Employees.

(ii) Payment of Certain Compensation and Benefits Is Required by Law.

45. By the Motion, the Debtors seek authority to pay the Withholding Obligations to the appropriate third-party payees. These amounts principally represent Employee earnings that

⁶ The Debtors' filed plan proposes to pay unsecured claims in full. As such, to the extent an Employee's claim for Compensation and Benefits exceeds the statutory cap, payment of such claims in the ordinary course similarly only impacts timing.

governments, Employees, and judicial authorities have designated for deduction from Employees' wages. Indeed, certain Withholding Obligations are not property of the Debtors' estates because the Debtors have withheld such amounts from Employees' wages on another party's behalf. *See* 11 U.S.C. §§ 541(b)(1), (d). Further, United States federal and state laws require the Debtors to withhold certain tax payments from Employees' wages and to pay such amounts to the appropriate taxing authority. 26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95-97 (3d Cir. 1994) (finding that a state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between the debtor and the city for payment of withheld income taxes); *In re Chabrand*, 301 B.R. 468, 475-81 (Bankr. S.D. Tex. 2003) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholding Obligations may not be property of the Debtors' estates, the Debtors request authorization to transmit the Withholding Obligations to the proper parties in the ordinary course of their businesses.

46. Similarly, laws in many of the jurisdictions in which the Debtors operate require the Debtors to maintain the Workers' Compensation Program and to provide the Health and Welfare Coverage and Benefits. If the Debtors fail to maintain Compensation and Benefits required by the laws of a given jurisdiction, the laws of that jurisdiction may prohibit the Debtors from operating in that location or give rise to causes of action against the Debtors. Payment of all Compensation and Benefits required by relevant laws is therefore crucial to the Debtors' continued operations and the success of these Chapter 11 Cases.

II. **Payment of Compensation and Benefits Is Warranted Under Bankruptcy Code Section 363(b)(1) and the Doctrine of Necessity.**

47. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's

going-concern value. *See, e.g., In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 369-70 (Bankr. S.D. Tex. 2000) (recognizing that business transactions critical to the survival of the business of the debtor are exceptions to the general rule of nonpayment of prepetition claims prior to plan confirmation); *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to “doctrine of necessity”); *see also GLM DFW, Inc. v. Windstream Holdings Inc. (In re Windstream Holdings Inc.)*, 614 B.R. 441, 460 (S.D.N.Y. 2020) (holding that bankruptcy court properly utilized its broad “equitable power” to allow payment of certain prepetition claims which would “ensure the rehabilitation of Debtors and viability of the estate for all creditors”), *appeal dismissed*, 838 F. App'x 634 (2d Cir. 2021); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983) (affirming bankruptcy court’s order granting authority to pay prepetition claims of suppliers); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989) (outlining the standards and case law governing payment of prepetition claims and stating that courts can “authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor”). In doing so, courts acknowledge that several legal theories rooted in Bankruptcy Code sections 363(b) and 105(a) support the payment of prepetition claims as provided herein.

48. Bankruptcy Code section 363(b) provides, in pertinent part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under Bankruptcy Code section 363(b), a court may authorize a debtor to pay certain prepetition claims where a sound business purpose exists for doing so.⁷ *See Ionosphere Clubs*, 98 B.R. at 175; *In re James A. Phillips, Inc.*, 29 B.R. at 397

⁷ The Debtors also seek authority to continue paying postpetition Compensation and Benefits obligations as they come due in the ordinary course of business. Although the Debtors believe that the payment of postpetition

(relying on Bankruptcy Code section 363 to allow contractor to pay prepetition claims of suppliers).

49. In addition, the Court has the authority, pursuant to its equitable powers under Bankruptcy Code section 105(a), to authorize the relief requested herein because such relief is necessary for the Debtors to carry out their fiduciary duties under Bankruptcy Code section 1107(a). Bankruptcy Code section 105(a) empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Bankruptcy Code section 1107(a) contains an implied duty of the debtor in possession to protect and preserve the estate, including an operating business’s going-concern value, on behalf of a debtor’s creditors and other parties in interest. *See In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. at 497); *In re Sillerman*, 605 B.R. 631, 648 (Bankr. S.D.N.Y. 2019) (“While the Bankruptcy Code permits a debtor to operate its business and exercise control over its estate, the debtor-in-possession acts as a fiduciary of the estate and its creditors.”) (citations omitted); *Taub v. Taub (In re Taub)*, 427 B.R. 208, 224 (Bankr. E.D.N.Y. 2010), *aff’d*, No. 10-cv-5717, 2011 WL 1322390 (E.D.N.Y. Mar. 31, 2011); *In re Ionosphere Clubs, Inc.*, 113 B.R. 164, 169 (Bankr. S.D.N.Y. 1990); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 233 (Bankr. S.D.N.Y. 1998) (“[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.”).

Compensation and Benefits obligations constitutes an ordinary course use of property of the estates that, pursuant to Bankruptcy Code section 363(c), does not require notice and a hearing, the Debtors seek authorization to pay such Compensation and Benefits obligations out of an abundance of caution.

50. Here, the Debtors must continue to honor the Compensation and Benefits in order to maximize the value of their businesses and their revenues. The Debtors believe that, should they fail to honor their Compensation and Benefits obligations, certain members of the Debtors' Workforce may leave. A depletion in the Debtors' Workforce could severely disrupt the Debtors' efforts to maximize value in these Chapter 11 Cases. Even if the Debtors could avoid payment of Compensation and Benefits obligations, the collateral consequences of losing skilled and experienced Employees and needing to hire additional employees while undergoing the chapter 11 process would vastly exceed whatever modest short-run cost savings the Debtors might achieve. Accordingly, the Debtors seek authorization to continue honoring certain Compensation and Benefits as described herein in the ordinary course of business, including by making payments with respect thereto.

51. Further, in a long line of well-established cases, courts consistently have permitted payment of a prepetition obligation where such payment is necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. *See, e.g., Miltenberger v. Logansport, C & S W.R. Co.*, 106 U.S. 286, 312 (1882) (payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of the continuance of [crucial] business relations"); *Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (extending doctrine for payment of prepetition claims beyond railroad reorganization cases), *cert. denied* 325 U.S. 873 (1945); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that "if payment of a claim which arose prior to reorganization is essential to the continued operation of the . . . [business] during reorganization, payment may be authorized even if it is made out of [the] corpus"); *In re Windstream Holdings Inc.*, 614 B.R. at 456–57 (noting existence of "judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is

essential to the continued operation of the debtor”) (quoting *Ionosphere Clubs*, 98 B.R. at 175); *Mich. Bureau of Workers’ Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (approving bankruptcy court’s order authorizing payment of prepetition wages, salaries, expenses and benefits); *In re CoServ, L.L.C.*, 273 B.R. at 497 (“[I]t is only logical that the bankruptcy court be able . . . to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”).

52. Here, many Employees rely exclusively on the Compensation and Benefits to satisfy their daily living expenses. Many of the Debtors’ Employees expect and require their wages to arrive on a timely basis. Consequently, Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor their obligations to them expeditiously. Moreover, failure to satisfy such obligations will jeopardize Employee morale and loyalty at a time when Employee support is critical to the Debtors’ businesses. Furthermore, if this Court does not authorize the Debtors to honor their various obligations under the insurance programs described herein, Employees may not receive health coverage and thus may be obligated to pay certain health care claims that the Debtors have not satisfied. The loss of health care coverage may result in considerable anxiety for Employees (and likely attrition) at a time when the Debtors need such Employees to perform their jobs at peak efficiency. Additionally, as set forth above, Employee attrition would cause the Debtors to incur additional expenses to find appropriate and experienced replacements, severely disrupting the Debtors’ operations at this critical juncture.

53. Authority to continue performing under certain Compensation and Benefits programs and to pay obligations related thereto, including obligations arising prior to the commencement of these Chapter 11 Cases, is critical to the Debtors’ ability to preserve the going concern value of their businesses, which value will inure to the benefit of all parties in interest.

Further, the relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under Bankruptcy Code sections 363(b) and 105(a). Accordingly, the Court should authorize the Debtors to pay any accrued and unpaid prepetition amounts on account of the Compensation and Benefits and to continue certain Compensation and Benefits on a postpetition basis in the ordinary course of their businesses and consistent with past practices.

III. The Debtors seek a Waiver of the Automatic Stay to the Extent it Applies to Workers' Compensation Program.

54. Bankruptcy Code section 362(a)(1) operates to stay:

[T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title[.]

Bankruptcy Code section 362, however, permits a debtor or other party-in-interest to request a modification or termination of the automatic stay for "cause." 11 U.S.C. §362(d)(1).

55. The Debtors seek authorization, under Bankruptcy Code section 362(d), to permit Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum. Cause exists to modify the automatic stay because staying the Workers' Compensation Program could have a detrimental effect on Employee financial well-being and morale and could lead to the departure of certain Employees who are critical at this juncture. Such departures could cause a severe disruption in the Debtors' businesses, which would be to the detriment of all parties in interest.

Emergency Consideration

56. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief

within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

57. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

58. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on

property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

59. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper, and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

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S.D. Tex. 30555)

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-and-

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akordas@akingump.com

orahnama@akingump.com

Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
)	
	)	Re: Docket No. ___

ORDER (I) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (A) PAY PREPETITION EMPLOYEE WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE EXPENSES AND (B) CONTINUE COMPENSATION AND BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”):

(i) authorizing the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable employee expenses and (b) continue compensation and benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto and (ii) granting related relief; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue and/or modify, change, or discontinue the Compensation and Benefits, subject to the Bankruptcy Code and applicable law, and to honor and pay any claims or obligations on account of the Compensation and Benefits in the amounts and categories as set forth in the Motion in the ordinary course and in accordance with the Debtors' prepetition policies and practices and the terms of this Order, *provided* that the Debtors shall not make any payments to any Employee or Independent Contractor that exceed the statutory cap on priority status set forth in Bankruptcy Code sections 507(a)(4) and 507(a)(5).

2. The Debtors shall provide five days' advance notice to the U.S. Trustee, counsel to the Ad Hoc Group, and any statutory committee appointed in these Chapter 11 Cases of any material changes or modifications to the Compensation and Benefits and any new Compensation and Benefits plans or programs.

3. The Debtors shall not make any bonus, incentive or retention payment to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further order of this Court or pursuant to the terms of a confirmed chapter 11 plan.

4. The Debtors shall maintain a schedule of amounts paid related to the Bonus and Incentive Programs and Severance Program made pursuant to this Order, including the following

information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such schedule to the U.S. Trustee, counsel to the Ad Hoc Group, and any statutory committee appointed in these Chapter 11 Cases every thirty days beginning upon entry of this Order.

5. The Debtors are authorized to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices, whether such amounts related to the period before or after the Petition Date.

6. The Debtors are authorized to continue the Severance Program on a postpetition basis in the ordinary course of business, and in each case to pay any accrued amounts thereunder as they become due.

7. The Debtors are authorized to pay costs and expenses incidental to payment of the Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

8. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Compensation and Benefits obligations.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized, but not directed, to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

11. Notwithstanding anything to the contrary in this Order, any payment authorized to be made by the Debtors pursuant to this Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or

restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
Debtors. ¹	)	(Joint Administration Requested)
)	
	)	Re: Docket No. ___

ORDER (I) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (A) PAY PREPETITION EMPLOYEE WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE EXPENSES AND (B) CONTINUE COMPENSATION AND BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”):

(i) authorizing the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable employee expenses and (b) continue compensation and benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto and (ii) granting related relief; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue and/or modify, change, or discontinue the Compensation and Benefits, subject to the Bankruptcy Code and applicable law, and to honor and pay any claims or obligations on account of the Compensation and Benefits in the amounts and categories as set forth in the Motion in the ordinary course and in accordance with the Debtors' prepetition policies and practices and the terms of this Order, *provided* that the Debtors shall not make any payments to any Employee or Independent Contractor that exceed the statutory cap on priority status set forth in Bankruptcy Code sections 507(a)(4) and 507(a)(5).

2. The Debtors shall provide five days' advance notice to the U.S. Trustee, counsel to the Ad Hoc Group, and any statutory committee appointed in these Chapter 11 Cases of any material changes or modifications to the Compensation and Benefits and any new Compensation and Benefits plans or programs.

3. The Debtors shall not make any bonus, incentive or retention payment to any Insiders (as such term is defined in Bankruptcy Code section 101(31)) without further order of this Court or pursuant to the terms of a confirmed chapter 11 plan.

4. The Debtors shall maintain a schedule of amounts paid related to the Bonus and Incentive Programs and Severance Program made pursuant to this Order, including the following

information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such schedule to the U.S. Trustee, counsel to the Ad Hoc Group, and any statutory committee appointed in these Chapter 11 Cases every thirty days beginning upon entry of this Order.

5. The Debtors are authorized to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices, whether such amounts related to the period before or after the Petition Date.

6. The Debtors are authorized to continue the Severance Program on a postpetition basis in the ordinary course of business, and in each case to pay any accrued amounts thereunder as they become due.

7. The Debtors are authorized to pay costs and expenses incidental to payment of the Compensation and Benefits obligations, including all administrative and processing costs and payments to outside professionals.

8. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Compensation and Benefits obligations.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized, but not directed, to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

11. Notwithstanding anything to the contrary in this Order, any payment authorized to be made by the Debtors pursuant to this Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or

restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

This is **Exhibit "F"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO PAY
CERTAIN CRITICAL VENDOR CLAIMS AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this emergency motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and the “Final Order”): (i) authorizing the Debtors to pay certain prepetition claims held by certain essential Critical Vendors (as defined herein), as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363, 1107 and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code

sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

The Debtors’ Process to Identify Critical Vendors

8. The Debtors’ businesses rely on continuing access to, and relationships with, a network of vendors and service providers. Recognizing that payment of all prepetition claims of such third-party vendors outside of a plan would be extraordinary relief, the Debtors, with the

assistance of their advisors, reviewed their books and records, consulted operations management on the corporate and branch level, reviewed contracts and supply agreements and analyzed applicable laws, regulations, and historical practices to identify only those vendors that are critical to the continued and uninterrupted operation of the Debtors' ongoing projects—the loss of which could materially harm their businesses, by, among other things, reducing their enterprise value to the detriment of the Debtors and their stakeholders. Specifically, in identifying the vendors critical to their businesses, the Debtors examined each of their vendor relationships with, among other things, the following criteria in mind:

- whether certain specifications or contract requirements prevent, directly or indirectly, the Debtors from obtaining services from alternative sources;
- whether a vendor is a sole-source, limited-source, or high-volume supplier of the services critical to the Debtors' business operations;
- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms;
- whether alternative vendors are available that can provide requisite volumes of similar services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;
- whether the Debtors' inability to pay all or part of the vendor's prepetition claim could trigger financial distress for the applicable vendor;
- the likelihood that a temporary break in the vendor's relationship with the Debtors could be remedied through use of the tools available in these Chapter 11 Cases;
- whether failure to pay all or part of a particular vendor's claim could cause the vendor to refuse to provide critical services on a postpetition basis;
- the location and nationality of the vendor;
- whether failure to pay a particular vendor could result in contraction of trade terms as a matter of applicable non-bankruptcy law or regulation; and

- whether a vendor is also a customer who could cease purchasing the Debtors' services.

9. In addition to these factors, the Debtors and their advisors examined the health of each vendor relationship, the vendor's familiarity with the chapter 11 process and the extent to which each vendor's prepetition claims could be satisfied elsewhere in the chapter 11 process.

I. The Critical Vendors.

10. As a result of the foregoing review and evaluation, the Debtors have identified, and will continue to identify, a narrow subset of vendors and services that are critical to preserving the value of the Debtors' estates and ensuring a seamless transition into chapter 11 (collectively, the "Critical Vendors"). Many of the Critical Vendors identified provide services that support the core of the Debtors' businesses: approximately 550 retail locations (as of Petition Date) across 13 states and eight Canadian provinces which provide consumer lending services, all of which are leased premises that the Debtors occupy completely or for which the Debtors have a lease or license to use partially (the "Retail Locations"). Successfully operating these Retail Locations to meet the needs of the Debtors' customers on an uninterrupted basis requires, among other things, continuous access to (i) network connections and telecommunication services, and (ii) uninterrupted relationships with a broad range of vendors and service providers, such as credit report bureaus, accounting software firms, marketing service providers, financial software providers, and security service providers—both physical security for the premises and cloud security for the software. Equally important, the Debtors also engage with various vendors to ensure the software used by the Retail Locations is properly maintained.

11. The majority of these vendors have arrangements providing services to many of the Debtors' Retail Locations under a single agreement. Thus, failure to render payment to a provider could result in service interruptions to the Debtors' customers at multiple Retail Locations. The

Company's reputation is crucial to maintaining and developing relationships with existing and potential customers and third parties with whom the Company does business. If multiple Retail Locations are unable to operate and provide lending services because of business interruptions, even if temporary, the Company's ability to attract customers and generate new business would be severely disrupted, driving potential customers to competitors. The Critical Vendors are necessary to support the Debtors' infrastructure and allow the Debtors to continue their day-to-day operations.

12. Based on the forgoing, the Debtors seek entry of the Interim Order and the Final Order granting them authority to make payments, in their reasonable discretion and business judgment, on account of the prepetition claims held by Critical Vendors (the "Critical Vendor Claims") in an amount not to exceed \$1.5 million on an interim basis and \$3 million on a final basis, which amounts represent the Debtors' best estimate as to what amounts must be paid to the Critical Vendors to continue uninterrupted provision of services. The Debtors further request that the Court grant the Debtors the authority to allocate the foregoing amounts at their discretion, without prejudice to seek additional relief, and subject to an agreement (within the Debtors' discretion) to receive terms consistent with Customary Trade Terms (as defined herein) from the Critical Vendors.

13. In the exercise of their business judgment, the Debtors have determined that continuing to receive services from the Critical Vendors is necessary to operate and continue certain ongoing projects. If granted discretion to satisfy Critical Vendor Claims as requested herein, the Debtors will assess, on a case-by-case basis, the benefits to their estates of paying the Critical Vendor Claims and pay any such claim only to the extent their estates will benefit from payment during the pendency of the Chapter 11 Cases. Without this relief, the Debtors believe

that the Critical Vendors may cease providing certain critical services and thereby take action that could harm the Debtors' estates to the detriment of their stakeholders.

14. Finally, under the proposed Plan, the Critical Vendor Claims (which are classified as General Unsecured Claims, as defined in Plan), to the extent allowed, are unimpaired, and the holders of such claims will receive payment in full upon the effective date of the Plan. As such, the Debtors seek authority to pay Critical Vendors amounts that they would be entitled to receive upon consummation of the Plan.

II. Customary Trade Terms.

15. Subject to the Court's approval, the Debtors intend to pay Critical Vendor Claims only to the extent necessary to preserve the value of their estates. To that end, in return for paying Critical Vendor Claims either in full or in part, the Debtors propose that they be authorized to require that Critical Vendors provide favorable trade terms for the postpetition procurement of services.

16. Specifically, the Debtors seek authorization, to condition payment of Critical Vendor Claims upon each Critical Vendor's agreement to continue, or recommence, their trade relationship with the Debtors in accordance with trade terms (including credit limits, pricing, timing of payments, availability, and other terms) consistent with the parties' ordinary course practice or as otherwise agreed to by the Debtors in their reasonable business judgment (the "Customary Trade Terms"). The Debtors also seek authorization, but not direction, to require Critical Vendors to enter into a contractual agreement (an email agreement being sufficient) evidencing such Customary Trade Terms, a form of which is annexed hereto as **Exhibit A** (the "Trade Terms Agreement").

17. In addition, the Debtors request that if any party accepts payment pursuant to the relief requested by this Motion and thereafter ceases to provide services in accordance with the

Customary Trade Terms: (a) the Debtors may take any and all appropriate steps to recover from such Critical Vendor any payments made to it on account of its prepetition claim to the extent that such payments exceed the postpetition amounts then owing to such party; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment on account thereof had not been made; and (c) if any outstanding postpetition balance is due from the Debtors to such party, (i) the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by this Motion to such outstanding postpetition balance, and (ii) such party will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims or otherwise.

Basis for Relief

I. The Court Should Grant the Relief Requested in this Motion Pursuant to Bankruptcy Code Sections 105(a) and 363.

18. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations, including payments to critical vendors, where necessary to protect and preserve the estate. *E.g., Czyzewski v. Jevic Holding Corp.*, 137 S. Ct. 973, 985 (2017) (noting that courts “have approved . . . ‘critical vendor’ orders that allow payment of essential suppliers’ prepetition invoices”); *In re Scotia Dev., LLC*, 2007 Bankr. LEXIS 3262, at*7-8 (Bankr. S.D. Tex. Sept. 21, 2007) (outlining the factors for when a critical vendor payment is necessary); *In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was “essential to the survival of the debtor during the chapter 11 reorganization”); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“The ability of a bankruptcy court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.”). In so doing, these courts acknowledge that

several legal theories rooted in Bankruptcy Code sections 105(a) and 363(b) support the payment of prepetition claims as provided herein.

19. Pursuant to Bankruptcy Code section 363(b), payment of prepetition obligations may be authorized where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that Bankruptcy Code section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). Indeed, courts have recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002).

20. In addition, the Court may authorize payment of prepetition claims in appropriate circumstances based on Bankruptcy Code section 105(a), which codifies the Court’s inherent equitable powers to “issue any order, process[] or judgment that is necessary or appropriate to carry out the provisions of this title.” Under Bankruptcy Code section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825. Specifically, the Court may use its equitable power under Bankruptcy Code section 105(a) to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *Ionosphere Clubs*, 98 B.R. at 176. Indeed, courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *E.g.*, *CoServ*, 273 B.R. at 497 (“Cases cited by Debtors that refer to necessity of payment to preserve value imply such a rule, and this Court is prepared to apply the Doctrine of Necessity to authorize payment of prepetition claims in appropriate cases.”).

21. Moreover, pursuant to Bankruptcy Code sections 1107(a) and 1108, debtors in possession are fiduciaries “holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners.” *CoServ*, 273 B.R. at 497. Implicit in the fiduciary duties of any debtor in possession is the obligation to “protect and preserve the estate, including an operating business’s going-concern value.” *Id.* Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.* The court in *CoServ* specifically noted that pre-plan satisfaction of prepetition claims would be a valid exercise of the debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate . . .” *Id.*

22. The Debtors have a sound business purpose for the relief requested herein. The authority to honor unpaid, prepetition Critical Vendor Claims in the initial days of these Chapter 11 Cases, without disrupting the Debtors’ ongoing operations, will maintain the integrity of the Debtors’ businesses and allow the Debtors to efficiently administer these Chapter 11 Cases and maximize the value of their estates.

23. The resulting harm to the Debtors’ estates far outweighs the costs associated with paying the Debtors’ prepetition obligations to the Critical Vendors. Thus, the Debtors’ other creditors will be no worse off, and likely fare better, if the Debtors are empowered to negotiate such payments to achieve a smooth transition into chapter 11 with minimal disruptions.

24. Finally, the Debtors anticipate that the Critical Vendor Claims would be payable in full, to the extent allowed, upon the Debtors’ emergence from these Chapter 11 Cases upon the occurrence of the Effective Date of the Plan—therefore, the relief requested in this Motion simply accelerates the timing of payment for the vendors that are critical to the Debtors’ continued operations in chapter 11. As such, the Debtors believe the relief sought in this Motion will not

burden the Debtors but will help maximize the value of their estates. Accordingly, for the reasons set forth herein, the Court should authorize the Debtors to satisfy the Critical Vendor Claims.

II. The Court Should Authorize the Payment of the Critical Vendor Claims.

25. Allowing the Debtors to pay the Critical Vendor Claims pursuant to all or some of the above-referenced Bankruptcy Code provisions is especially appropriate where, as here, doing so is consistent with the “two recognized policies” of chapter 11 of the Bankruptcy Code—preserving going concern value and maximizing the value of property available to satisfy creditors. *See Bank of Am. Nat’l Trust & Savs. Ass’n v. 203 N. LaSalle St. P’Ship*, 526 U.S. 434, 453 (1999). Here, payment of prepetition claims of certain essential vendors is, in fact, both critical to the Debtors’ ability to preserve any value and maximize creditor recovery.

26. The Debtors depend on the provision of services by the Critical Vendors. Ensuring these Critical Vendors continue to provide services is therefore vital to the ability of the Debtors to maximize the value of their estates. For the reasons set forth herein, it is appropriate for the Court to authorize the Debtors to satisfy the Critical Vendor Claims.

Emergency Consideration

27. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. Accordingly,

the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

28. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

29. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Interim Order

or Final Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

30. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors respectfully request entry of interim and final orders, substantially in the forms of the Interim Order and Final Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper, and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
Debtors. ¹	)	(Joint Administration Requested)
	)	Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY
CERTAIN CRITICAL VENDOR CLAIMS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order (this “Interim Order”): (i) authorizing the Debtors to pay certain prepetition claims held by certain essential Critical Vendors, as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, in their reasonable discretion and subject to the limitations described herein, to honor, pay, or otherwise satisfy any accrued but unpaid Critical Vendor Claims on a postpetition basis, in an amount of up to \$1.5 million on an interim basis without prejudice to the Debtors’ ability to seek additional relief granted hereto; *provided* that as a prerequisite to making a payment pursuant to this Interim Order, the Debtors must receive written acknowledgement (email being sufficient) that such Critical Vendor will continue providing services to the Debtors on Customary Trade Terms on a postpetition basis. In the event the Debtors intend to exceed the amounts to be paid to the Critical Vendors, as detailed in the Motion, they shall file a notice of the proposed overage with the Court.

2. In the event the Debtors exceed the aggregate cap outlined in this Interim Order during the interim period, the Debtors shall file a notice with the Court describing the overage amount.

3. Any creditor who accepts any payment on account of a Critical Vendor Claim in accordance with this Interim Order must agree (an email being sufficient) to continue to provide services to the Debtors, as applicable, on Customary Trade Terms during the pendency of and after these Chapter 11 Cases. If a creditor, after receiving payment for a prepetition Critical Vendor Claim under this Interim Order, ceases to comply with the Customary Trade Terms, or otherwise

violates the Customary Trade Terms Agreement, if applicable, then the Debtors, in their reasonable business judgment, may deem any and all such payments to apply instead to any postpetition amount that may be owing to such payee or treat such payments as an avoidable postpetition transfer of property under Bankruptcy Code section 549. Any party that accepts payment from the Debtors on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Interim Order.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

5. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section

365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

6. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or to settle a Critical Vendor Claim for less than the asserted amount of such claim.

7. A final hearing to consider the relief requested in the Motion on a final basis shall be held on _____ (**prevailing Central Time**) and any objections or responses to the Motion shall be filed and served on the Notice Parties on or prior to _____ (**prevailing Central Time**).

8. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or any statutory committee appointed in these Chapter 11 Cases to object to and seek the return of any payment made pursuant to this Interim Order to an insider (as such term is defined in Bankruptcy Code section 101(31)) of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors pursuant to this Interim Order, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee, the Ad Hoc Group, and any statutory committee

appointed in these Chapter 11 Cases, provided that if any party objects to the payment, the Debtors shall not make such payment without further order of the court.

9. Notwithstanding anything to the contrary in this Interim Order, any payment authorized to be made by the Debtors pursuant to this Interim Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

11. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon entry.

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

Houston, Texas

Dated: March 25, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
Debtors. ¹	)	(Joint Administration Requested)
	)	Re: Docket No. __

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY
CERTAIN CRITICAL VENDOR CLAIMS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to pay certain prepetition claims held by certain essential Critical Vendors, as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, in their reasonable discretion and subject to the limitations described herein, to honor, pay, or otherwise satisfy any accrued but unpaid Critical Vendor Claims on a postpetition basis, in an amount of up to \$3 million on a final basis without prejudice to the Debtors' ability to seek additional relief granted hereto; *provided* that as a prerequisite to making a payment pursuant to this Final Order, the Debtors must receive written acknowledgement (email being sufficient) that such Critical Vendor will continue providing services to the Debtors on Customary Trade Terms on a postpetition basis. In the event the Debtors intend to exceed the amounts to be paid to the Critical Vendors, as detailed in the Motion, they shall file a notice of the proposed overage with the Court.

2. Any creditor who accepts any payment on account of a Critical Vendor Claim in accordance with this Final Order must agree (an email being sufficient) to continue to provide services to the Debtors, as applicable, on Customary Trade Terms during the pendency of and after these Chapter 11 Cases. If a creditor, after receiving payment for a prepetition Critical Vendor Claim under this Final Order, ceases to comply with the Customary Trade Terms, or otherwise violates the Customary Trade Terms Agreement, if applicable, then the Debtors, in their reasonable business judgment, may deem any and all such payments to apply instead to any postpetition amount that may be owing to such payee or treat such payments as an avoidable postpetition

transfer of property under Bankruptcy Code section 549. Any party that accepts payment from the Debtors on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Final Order.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

4. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or

any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

5. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or to settle a Critical Vendor Claim for less than the asserted amount of such claim.

6. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or any statutory committee appointed in these Chapter 11 Cases to object to and seek the return of any payment made pursuant to this Final Order to an insider (as such term is defined in Bankruptcy Code section 101(31)) of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors pursuant to this Final Order, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases, *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the court.

7. Notwithstanding anything to the contrary in this Final Order, any payment authorized to be made by the Debtors pursuant to this Final Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance

with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Form Trade Terms Agreement

[____], 2024

TO: [_____]

Dear [●]:

CURO Group Holdings Corp. and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) on March 24, 2024 (the “Petition Date”). The Debtors have requested authorization to pay the prepetition claims of certain parties (collectively, the “Critical Vendors”) in light of the importance of the products and services provided by such Critical Vendors. On March 25, 2024, the Court entered an order (the “Order”) authorizing the Debtors, under certain conditions, to pay the prepetition claims of the Critical Vendors pursuant to the terms of the Order. A copy of the Order is attached as Exhibit A.

For the avoidance of doubt, products and services that are provided to the Debtors after the Petition Date will be paid in the ordinary course.

Pursuant to the Order, to receive payment on prepetition claims, each Critical Vendor must agree to continue to provide services to the Debtors based on a Critical Vendor’s agreement to continue, or recommence, their trade relationship with the Debtors in accordance with trade terms (including credit limits, pricing, timing of payments, availability, and other terms) consistent with the parties’ ordinary course practice (the “Customary Trade Terms”).

Upon your execution of this agreement, the Debtors and you agree as follows:

1. The estimated balance of the prepetition trade debt is \$[●] on account of services provided to the Debtors (the “Critical Vendor Claim”);
2. The Debtors will provisionally pay you [●]% of your Critical Vendor Claim as provided in this agreement and itemized in Exhibit 1 attached hereto;
3. You will provide open credit terms consistent with the Customary Trade Terms and you agree to fully service, and, if applicable, immediately recommence provision of services to, the Debtors as requested pursuant to the terms set forth herein;
4. In consideration for payment of a portion of your Critical Vendor Claim, you agree not to file or otherwise assert against the Debtors, their assets, or any other person or entity (or any of their respective assets or property whether real or personal), any lien (regardless of the statute or other legal authorization upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements entered into prior to the Petition Date. Furthermore, if you have taken steps to file or assert such a lien prior to entering into this Agreement, you agree to take the necessary steps to remove such lien as soon as possible;

5. You agree not to terminate any contract with the Debtors pursuant to Bankruptcy Code sections 556, 560, or 561 or otherwise;
6. You agree to waive any remaining prepetition claim against the Debtors; and
7. You agree that you will not require a lump sum payment upon confirmation of a plan in the Debtors' chapter 11 cases on account of any administrative expense priority claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Debtors.

Any payment of your Critical Vendor Claim in the manner set forth in the Order may only occur upon execution of this agreement by a duly authorized representative of your company and the return of an executed version of this agreement to the Debtors. Your execution of this agreement and return of the same to the Debtors constitutes an agreement by you and the Debtors:

1. to the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Critical Vendor Claim set forth above;
2. that, for a period of no less than one year from the Petition Date, you will continue to supply the Debtors with services pursuant to the Customary Trade Terms, and that the Debtors will pay for such services in accordance with the Customary Trade Terms;
3. that you have reviewed the terms and provisions of the Order and this agreement, and that you consent to be bound by such terms;
4. that you have the requisite power and authorization to execute and deliver this agreement and to perform your obligations hereunder;
5. that you will not separately seek payment for reclamation and similar claims outside the terms of the Order unless this agreement is terminated; and
6. that if this agreement or any document relating to or constituting a part of this agreement terminates, or you later refuse to continue to provide services to the Debtors on Customary Trade Terms, any payments received by you on account of your Critical Vendor Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to you and that you will immediately repay to the Debtors any payments made to you on account of your Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding without the right of any setoffs, claims, provision for payment of reclamation, or trust fund claims, or otherwise.

The Debtors and you also hereby agree that any dispute with respect to this agreement, any document relating to or constituting a part of this agreement, the Order, and/or your receipt of payments for your Critical Vendor Claim shall be determined by the Bankruptcy Court.

If you have any questions about this agreement or our financial restructuring, do not hesitate to call [_____] at [_____].

Sincerely,
[Applicable Debtor]

By: _____
Title: _____
Date: _____

Agreed and Accepted by:
[Name of Critical Vendor/Supplier]

By: _____

Title: _____

Dated: _____

Exhibit 1

Critical Vendor Name	Total Prepetition Amount	Settlement Amount
[●]	\$[●]	\$[●]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
Debtors. ¹	)	(Joint Administration Requested)
	)	Re: Docket No. __

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY
CERTAIN CRITICAL VENDOR CLAIMS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to pay certain prepetition claims held by certain essential Critical Vendors, as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, in their reasonable discretion and subject to the limitations described herein, to honor, pay, or otherwise satisfy any accrued but unpaid Critical Vendor Claims on a postpetition basis, in an amount of up to \$3 million on a final basis without prejudice to the Debtors' ability to seek additional relief granted hereto; *provided* that as a prerequisite to making a payment pursuant to this Final Order, the Debtors must receive written acknowledgement (email being sufficient) that such Critical Vendor will continue providing services to the Debtors on Customary Trade Terms on a postpetition basis. In the event the Debtors intend to exceed the amounts to be paid to the Critical Vendors, as detailed in the Motion, they shall file a notice of the proposed overage with the Court.

2. Any creditor who accepts any payment on account of a Critical Vendor Claim in accordance with this Final Order must agree (an email being sufficient) to continue to provide services to the Debtors, as applicable, on Customary Trade Terms during the pendency of and after these Chapter 11 Cases. If a creditor, after receiving payment for a prepetition Critical Vendor Claim under this Final Order, ceases to comply with the Customary Trade Terms, or otherwise violates the Customary Trade Terms Agreement, if applicable, then the Debtors, in their reasonable business judgment, may deem any and all such payments to apply instead to any postpetition amount that may be owing to such payee or treat such payments as an avoidable postpetition

transfer of property under Bankruptcy Code section 549. Any party that accepts payment from the Debtors on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Final Order.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

4. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or

any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

5. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or to settle a Critical Vendor Claim for less than the asserted amount of such claim.

6. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or any statutory committee appointed in these Chapter 11 Cases to object to and seek the return of any payment made pursuant to this Final Order to an insider (as such term is defined in Bankruptcy Code section 101(31)) of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors pursuant to this Final Order, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee, the Ad Hoc Group and any statutory committee appointed in these Chapter 11 Cases, *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the court.

7. Notwithstanding anything to the contrary in this Final Order, any payment authorized to be made by the Debtors pursuant to this Final Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance

with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Form Trade Terms Agreement

[____], 2024

TO: [_____]

Dear [●]:

CURO Group Holdings Corp. and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) on March 24, 2024 (the “Petition Date”). The Debtors have requested authorization to pay the prepetition claims of certain parties (collectively, the “Critical Vendors”) in light of the importance of the products and services provided by such Critical Vendors. On March 25, 2024, the Court entered an order (the “Order”) authorizing the Debtors, under certain conditions, to pay the prepetition claims of the Critical Vendors pursuant to the terms of the Order. A copy of the Order is attached as Exhibit A.

For the avoidance of doubt, products and services that are provided to the Debtors after the Petition Date will be paid in the ordinary course.

Pursuant to the Order, to receive payment on prepetition claims, each Critical Vendor must agree to continue to provide services to the Debtors based on a Critical Vendor’s agreement to continue, or recommence, their trade relationship with the Debtors in accordance with trade terms (including credit limits, pricing, timing of payments, availability, and other terms) consistent with the parties’ ordinary course practice (the “Customary Trade Terms”).

Upon your execution of this agreement, the Debtors and you agree as follows:

1. The estimated balance of the prepetition trade debt is \$[●] on account of services provided to the Debtors (the “Critical Vendor Claim”);
2. The Debtors will provisionally pay you [●]% of your Critical Vendor Claim as provided in this agreement and itemized in Exhibit 1 attached hereto;
3. You will provide open credit terms consistent with the Customary Trade Terms and you agree to fully service, and, if applicable, immediately recommence provision of services to, the Debtors as requested pursuant to the terms set forth herein;
4. In consideration for payment of a portion of your Critical Vendor Claim, you agree not to file or otherwise assert against the Debtors, their assets, or any other person or entity (or any of their respective assets or property whether real or personal), any lien (regardless of the statute or other legal authorization upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements entered into prior to the Petition Date. Furthermore, if you have taken steps to file or assert such a lien prior to entering into this Agreement, you agree to take the necessary steps to remove such lien as soon as possible;

5. You agree not to terminate any contract with the Debtors pursuant to Bankruptcy Code sections 556, 560, or 561 or otherwise;
6. You agree to waive any remaining prepetition claim against the Debtors; and
7. You agree that you will not require a lump sum payment upon confirmation of a plan in the Debtors' chapter 11 cases on account of any administrative expense priority claim that you may assert, but instead agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Debtors.

Any payment of your Critical Vendor Claim in the manner set forth in the Order may only occur upon execution of this agreement by a duly authorized representative of your company and the return of an executed version of this agreement to the Debtors. Your execution of this agreement and return of the same to the Debtors constitutes an agreement by you and the Debtors:

1. to the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Critical Vendor Claim set forth above;
2. that, for a period of no less than one year from the Petition Date, you will continue to supply the Debtors with services pursuant to the Customary Trade Terms, and that the Debtors will pay for such services in accordance with the Customary Trade Terms;
3. that you have reviewed the terms and provisions of the Order and this agreement, and that you consent to be bound by such terms;
4. that you have the requisite power and authorization to execute and deliver this agreement and to perform your obligations hereunder;
5. that you will not separately seek payment for reclamation and similar claims outside the terms of the Order unless this agreement is terminated; and
6. that if this agreement or any document relating to or constituting a part of this agreement terminates, or you later refuse to continue to provide services to the Debtors on Customary Trade Terms, any payments received by you on account of your Critical Vendor Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to you and that you will immediately repay to the Debtors any payments made to you on account of your Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding without the right of any setoffs, claims, provision for payment of reclamation, or trust fund claims, or otherwise.

The Debtors and you also hereby agree that any dispute with respect to this agreement, any document relating to or constituting a part of this agreement, the Order, and/or your receipt of payments for your Critical Vendor Claim shall be determined by the Bankruptcy Court.

If you have any questions about this agreement or our financial restructuring, do not hesitate to call [_____] at [_____].

Sincerely,
[Applicable Debtor]

By: _____
Title: _____
Date: _____

Agreed and Accepted by:
[Name of Critical Vendor/Supplier]

By: _____

Title: _____

Dated: _____

Exhibit 1

Critical Vendor Name	Total Prepetition Amount	Settlement Amount
[●]	\$[●]	\$[●]

This is **Exhibit “G”** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS’ EMERGENCY MOTION FOR ENTRY OF
AN ORDER: (I) APPROVING DEBTORS’ PROPOSED FORM
OF ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES; (II) APPROVING ADEQUATE ASSURANCE PROCEDURES;
(III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING
OR DISCONTINUING SERVICE AND (IV) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court’s dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur’s conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur’s home page. The meeting code is “JudgeIsgur”. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the “Electronic Appearance” link on Judge Isgur’s home page. Select the case name, complete the required fields and click “Submit” to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (i) approving the Debtors’ proposed adequate assurance of payment for future utility services; (ii) approving the Debtors’ proposed procedures for resolving additional adequate assurance requests; (iii) prohibiting utility providers from altering, refusing or discontinuing service; and (iv) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”) and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment

of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

Debtors’ Utility Providers

8. The Debtors obtain electricity, natural gas, telecommunications, internet, water, waste removal and other similar services (collectively, the “Utility Services”) from utility companies (collectively, the “Utility Providers”) to support their operations. Pursuant to the terms of a number of the Debtors’ leases, some of the Debtors’ Utility Services are billed directly to the Debtors’ landlords (the “Landlord”) and passed through to the Debtors as part of the Debtors’ lease payments. The Debtors pay their remaining Utility Providers through Engie Impact, a third-party energy and sustainability management services provider. Engie Impact provides the Debtors a

consolidated bill for the Debtors' Utility Services on a monthly basis, the Debtors pay the amount of the consolidated bill to Engie Impact and, thereafter, Engie Impact pays the Utility Providers by the due dates of their respective invoices. The Proposed Adequate Assurance (as defined below) does not allocate any amounts for the Utility Providers paid by the Landlords, because such Utility Providers do not rely directly on the Debtors for payment of their services. Out of an abundance of caution, however, the relief requested herein applies to all Utility Providers supplying Utility Services to the Debtors, regardless of whether the Utility Providers are paid by the Debtors or the Landlord.² Attached as **Exhibit A** hereto is a nonexclusive list of the Utility Providers that provide Utility Services to the Debtors, other than the Utility Providers that are paid by the Landlord, as of the Petition Date (the "Utility Services List").³

9. Uninterrupted Utility Services are essential to the Debtors' ability to maintain their operations. Should any Utility Provider refuse or discontinue service, the Debtors' operations would be disrupted, which would significantly impact the Company's ability to reorganize to the detriment of the Debtors' estates. Accordingly, it is essential that the Utility Services continue uninterrupted during these Chapter 11 Cases.

10. To the best of the Debtors' knowledge, as of the Petition Date, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services. On average, the Debtors pay approximately \$1,100,000 each month to Utility Providers for Utility Services, calculated as a historical average payment for the 12 months preceding the Petition Date.⁴ The

² The Debtors submit that Landlords are required to continue to pay the Utility Services in the ordinary course of business unless and until each applicable lease agreement is rejected pursuant to Bankruptcy Code section 365.

³ The inclusion of any entity on, or the omission of any entity from, the Utility Services List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of Bankruptcy Code section 366, and the Debtors reserve all rights with respect to any such determination.

⁴ For the avoidance of doubt, this average monthly amount does not include the payments made by the Landlord to certain Utility Providers, which are then passed on to the Debtors through their lease payments.

Debtors estimate that their cost for Utility Services during the next 14 days (not including any deposits to be paid) will be approximately \$550,000. To the best of the Debtors' knowledge, the Debtors do not have any existing prepayments with respect to any Utility Providers.

Proposed Adequate Assurance

I. Adequate Assurance Deposit

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in a timely manner. Cash held by the Debtors, along with anticipated debtor-in-possession financing, will provide sufficient liquidity to pay the Debtors' Utility Service obligations in accordance with their prepetition practice.

12. To provide additional assurance of payment, the Debtors propose to deposit \$550,00 (the "Adequate Assurance Deposit"), which is equal to the estimate of the Debtors' cost for Utility Services for 14 days based on historical average payments during the preceding 12 months, into a segregated bank account (the "Adequate Assurance Account") within ten (10) business days of entry of the Order, or as soon thereafter as is reasonably practicable. For the avoidance of doubt, the Adequate Assurance Deposit does not include Utility Services billed directly to the Landlord.

13. The Debtors submit that the Adequate Assurance Deposit and the Debtors' ability to pay for future Utility Services with cash on hand in accordance with their prepetition practices (collectively, the "Proposed Adequate Assurance") constitute sufficient adequate assurance to the Utility Providers in full satisfaction of Bankruptcy Code section 366.

II. Adequate Assurance Procedures

14. Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may make a request for additional or different adequate assurance of future payment (each an "Additional Assurance Request") pursuant to the adequate assurance procedures set forth in the

proposed Order (the “Adequate Assurance Procedures”). The proposed Adequate Assurance Procedures are as follows:

- (i) Any Utility Provider desiring additional assurance of payment in the form of deposits, prepayments or otherwise must serve an Additional Assurance Request on the Notice Parties (as defined in the Order). An Additional Assurance Request may be made at any time.
- (ii) Any Additional Assurance Request must: (a) be in writing; (b) identify the location for which the Utility Services are provided; (c) provide the outstanding balance for each such account; (d) summarize the Debtors’ payment history relevant to the affected account(s), including any security deposits; and (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- (iii) Upon the Debtors’ receipt of any Additional Assurance Request, the Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider’s Additional Assurance Request.
- (iv) The Debtors may, without further order from the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider and the Debtors may, in connection with any such agreement, provide such Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments or other forms of security if the Debtors believe that such adequate assurance is reasonable in their business judgment, subject to the terms of any cash collateral or other financing order entered by the Court; *provided, however*, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to the U.S. Trustee upon request.
- (v) If the Debtors and the Utility Provider are not able to reach an alternative resolution within 14 days of receipt of the Additional Assurance Request, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing or such other date that the Debtors and the affected Utility Provider may agree to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the “Determination Hearing”), pursuant to Bankruptcy Code section 366(c)(3). Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- (vi) The portion of the Adequate Assurance Deposit attributable to each Utility Provider will be returned to the Debtors upon the earlier of (i) without further order of this Court, reconciliation and payment by the Debtors of the Utility Provider’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’

termination of Utility Services from such Utility Provider, (ii) without further order of this Court, the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases, and (iii) as provided pursuant to, or consistent with, any further order of this Court.

15. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request additional adequate assurance by following the Adequate Assurance Procedures.

16. The Adequate Assurance Procedures set forth a streamlined process for Utility Providers to address potential concerns with respect to the Proposed Adequate Assurance, while at the same time allowing the Debtors to continue their business operations uninterrupted. More specifically, the Adequate Assurance Procedures permit a Utility Provider to object to the Proposed Adequate Assurance by filing and serving an Additional Assurance Request on the Notice Parties. The Debtors, in their discretion, may then resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court. If the Additional Assurance Request cannot be resolved by mutual agreement, the Debtors may seek Court resolution of the Additional Assurance Request. Unless and until a Utility Provider files an objection or serves an Additional Assurance Request, such Utility Provider shall be: (i) deemed to have received adequate assurance of payment “satisfactory” to such Utility Provider in compliance with Bankruptcy Code section 366 and (ii) forbidden to discontinue, alter or refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.

III. Subsequent Modifications

17. To the extent the Debtors discontinue any Utility Services, the Debtors seek authority in their sole discretion to amend the Utility Services List to remove any Utility Provider. The Debtors shall not deduct from the Adequate Assurance Deposit the amount set aside for any

Utility Provider that the Debtors seek to terminate or delete from the Utility Services List unless and until the 14-day notice period has passed and the Debtors have not received any objection to the termination or deletion of such Utility Provider from the Utility Services List, or until such objection has been resolved consensually or by order of the Court. To the extent the Debtors identify additional Utility Providers, the Debtors will serve on such Utility Provider, within two (2) business days, a copy of the entered Order regarding Utility Services, including the Adequate Assurance Procedures, and provide such Utility Provider 14 days to object to the inclusion of such Utility Provider on the Utility Services List. If an objection is received, the Debtors shall request a hearing before this Court at the next scheduled omnibus hearing or such other date that the Debtors and the affected Utility Provider may agree. In addition, the Debtors will provide an Adequate Assurance Deposit in an amount equal to the cost for services for 14 days based on historical average payments during the preceding 12 months for any Utility Provider added to the Utility Services List as set forth herein.

18. The Debtors request that the terms of the Order and the Adequate Assurance Procedures apply to any subsequently identified Utility Provider in the event that no objection is filed by such Utility Provider.

Basis for Relief

19. Bankruptcy Code section 366 protects a debtor from the immediate termination or alteration of utility services following the commencement of the debtor's chapter 11 case. *See* 11 U.S.C. § 366. Bankruptcy Code section 366(c) requires the debtor to provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility company within 30 days of the petition date, or the utility company may alter, refuse or discontinue service. 11 U.S.C. § 366(c)(2). Bankruptcy Code section 366(c)(1)(A) provides a non-exhaustive list of examples for what constitutes "assurance of payment." 11 U.S.C. § 366(c)(1)(A). Although assurance of

payment must be “adequate,” it need not constitute an absolute guarantee of the debtor’s ability to pay. *In re Tekoil & Gas Corp.*, No. 08-80270G3-11, 2008 WL 2928555, at *2 n.1 (Bankr. S.D. Tex. July 21, 2008) (“[A] debtor may continue to pay a utility, and a utility may continue to provide service, in the absence of an injunction preventing the utility from terminating service.”) (citing *In re Viking Offshore (USA) Inc.*, No. 08-31219-H3-11, 2008 WL 782449, at *3 n.3 (Bankr. S.D. Tex. Mar. 20, 2008)).

20. When considering whether a given assurance of payment is “adequate,” the Court should examine the totality of the circumstances to make an informed decision as to whether the Utility Provider will be subject to an unreasonable risk of nonpayment. *See, e.g., In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *Va. Elec. and Power Co. v. Cunha (In re Cunha)*, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 81–82 (Bankr. S.D.N.Y. 2002). In determining the level of adequate assurance, however, “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.” *Va. Elec. & Power Co. v. Caldor, Inc.-N.Y.*, 117 F.3d 646, 650 (2d Cir. 1997) (internal quotations omitted) (citing *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987) (*abrogated on other grounds by In re LEASE-A-FLEET, INC.*, 131 B.R. 945 (Bankr. E.D. Pa. 1991))).

21. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services. The Debtors’ ongoing ability to meet obligations as they come due in the ordinary course provides assurance of the Debtors’ payment of their future obligations. Moreover, termination of the Utility Services could result in the Debtors’ inability to operate their businesses to the detriment of all stakeholders. *Cf. In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–22 (Bankr.

E.D. Pa. 1988) (noting that without utility service the debtors “would have to cease operations” and that Bankruptcy Code section 366 “was intended to limit the leverage held by utility companies, not increase it”).

22. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under Bankruptcy Code section 366. *See, e.g., In re Circuit City Stores Inc.*, No. 08-35653, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that “the plain language of § 366 of the Bankruptcy Code allows the court to adopt the [p]rocedures set forth in the Utility Order”). Such procedures are important because, without them, the Debtors “could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in their efforts to reorganize.” *Id.* Here, notwithstanding a determination that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Providers believe they have under Bankruptcy Code sections 366(b) and 366(c)(2) are wholly preserved under the Adequate Assurance Procedures. *See id.* at *5–6. The Utility Providers still may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* at *6. The Adequate Assurance Procedures, however, avoid a haphazard and chaotic process whereby each Utility Provider could make an extortionate, last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See id.* at *5.

23. The Adequate Assurance Procedures are reasonable and in accord with the purposes of Bankruptcy Code section 366, and thus the Debtors request that the Court grant the relief requested herein.

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

25. Based on the foregoing, the Debtors submit that the relief requested herein is necessary and appropriate, is in the best interest of the Debtors’ estates and should be granted in all respects.

Emergency Consideration

26. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

27. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and

that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

28. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

29. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as

holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; (m) the Utility Providers; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

The Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ SARAH LINK SCHULTZ
AKIN GUMP STRAUSS HAUER & FELD LLP
Sarah Link Schultz (State Bar No. 24033047;
S.D. Tex. 30555)
Patrick Wu (State Bar No. 24117924;
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-and-

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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ SARAH LINK SCHULTZ

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ SARAH LINK SCHULTZ

Sarah Link Schultz

Exhibit A

Utility Services List

Exhibit A**Utility Services List**

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Abbeville Public Utilities	110140.00 96	PO Box 639 Abbeville, SC 29620	Electric/Natural Gas	54.50
ACC Water Business	000099368-000179793	PO Box 16869 Atlanta, GA 30321-0869	Sewer/Water/Trash	5.50
Ada City Utilities OK	03-0590-04	210 West 13th Ada, OK 74820	Sewer/Water/Trash	49.50
AEP - Appalachian Power	018-935-542-2-8	PO Box 371496 Pittsburgh, PA 15250-7496	Electric/Natural Gas	106.50
AES Indiana	200000262245	PO Box 110 @ IPALCO Enterprises Indianapolis, IN 46206-0110	Electric/Natural Gas	74.00
Alabama Power	65804-26013; 92654-01053; 96453-45052; 02645-1906; 38693-15045; 41422-70115; 96213-89016; 35437-52042; 09431-12089; 77937-56007; 91783-18118; 33830-22029; 06496-38022; 43884-70044; 31310-32037; 73043-90044; 16764-70126; 27253-02029; 97824-65042; 83525-29025; 45025-35019; 24503-50082; 40873-52069; 09751-87029; 28353-64024; 30832-55040; 10890-20094; 12755-45046; 79272-60041; 70035-12013; 10714-16022; 31872-46067; 01132-81048; 25365-95063	PO Box 242 @ Southern Company BIRMINGHAM, AL 35292	Electric/Natural Gas	8,532.00
Alcorn County Electric Power Assn.	200941-100844	P.O. Box 1590 Corinth, MS 38835-1590	Electric/Natural Gas	427.00
Alectra Utilities Corporation	6409020000; 7703781300; 1975281300; 0033700000; 5311120000; 3359779864; 7145066027; 0101888921; 4555284334; 0803781300; 9332854576; 6703781300; 6738815325; 0558417925; 7622248352; 7303451365; 3104022539; 6542722047; 7849607110; 2911102300; 1803781300; 0166610000; 5402928712; 2695820404	PO Box 3700 Concord, ON L4K5N2	Electric/Natural Gas	6,741.50
Alliant Energy/WPL	3113510000; 7558820000; 1981620000; 3322140000	PO BOX 3062 CEDAR RAPIDS, IA 52406-3062	Electric/Natural Gas	599.50
Ameren Illinois	3203001747; 9263746068; 1840580015; 2448578573; 5414304038; 4527019016; 0796311007; 1766187028; 0083151049; 4443125017; 7872407013; 2593071024; 4203001817; 1647594072; 4755965017; 3678326052; 5715080056; 5361407019; 7698961010; 3458217140; 0743106053; 5434242898	PO BOX 88034 CHICAGO, IL 60680-1034		3,429.00

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Abbeville Public Utilities	110140.00 96	PO Box 639 Abbeville, SC 29620	Electric/Natural Gas	54.50
ACC Water Business	000099368-000179793	PO Box 16869 Atlanta, GA 30321-0869	Sewer/Water/Trash	5.50
Ada City Utilities OK	03-0590-04	210 West 13th Ada, OK 74820	Sewer/Water/Trash	49.50
AEP - Appalachian Power	018-935-542-2-8	PO Box 371496 Pittsburgh, PA 15250-7496	Electric/Natural Gas	106.50
AES Indiana	200000262245	PO Box 110 @ IPALCO Enterprises Indianapolis, IN 46206-0110	Electric/Natural Gas	74.00
Alabama Power	65804-26013; 92654-01053; 96453-45052; 02645-1906; 38693-15045; 41422-70115; 96213-89016; 35437-52042; 09431-12089; 77937-56007; 91783-18118; 33830-22029; 06496-38022; 43884-70044; 31310-32037; 73043-90044; 16764-70126; 27253-02029; 97824-65042; 83525-29025; 45025-35019; 24503-50082; 40873-52069; 09751-87029; 28353-64024; 30832-55040; 10890-20094; 12755-45046; 79272-60041; 70035-12013; 10714-16022; 31872-46067; 01132-81048; 25365-95063	PO Box 242 @ Southern Company BIRMINGHAM, AL 35292	Electric/Natural Gas	8,532.00
Alcorn County Electric Power Assn.	200941-100844	P.O. Box 1590 Corinth, MS 38835-1590	Electric/Natural Gas	427.00
Alectra Utilities Corporation	6409020000; 7703781300; 1975281300; 0033700000; 5311120000; 3359779864; 7145066027; 0101888921; 4555284334; 0803781300; 9332854576; 6703781300; 6738815325; 0558417925; 7622248352; 7303451365; 3104022539; 6542722047; 7849607110; 2911102300; 1803781300; 0166610000; 5402928712; 2695820404	PO Box 3700 Concord, ON L4K5N2	Electric/Natural Gas	6,741.50
Alliant Energy/WPL	3113510000; 7558820000; 1981620000; 3322140000	PO BOX 3062 CEDAR RAPIDS, IA 52406-3062	Electric/Natural Gas	599.50
Ameren Illinois	3203001747; 9263746068; 1840580015; 2448578573; 5414304038; 4527019016; 0796311007; 1766187028; 0083151049; 4443125017; 7872407013; 2593071024; 4203001817; 1647594072; 4755965017; 3678326052; 5715080056; 5361407019; 7698961010; 3458217140; 0743106053; 5434242898	PO BOX 88034 CHICAGO, IL 60680-1034		3,429.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Ameren Missouri	3005407112; 0157112110; 0457106023; 3024155019; 7579807555; 1747110039; 8905406155; 1233111100; 5871414152	PO Box 88068 CHICAGO, IL 60680-1068	Electric/Natural Gas	1,005.00
Amory Water & Electric Department	201743-101648	P.O. Box 266 AMORY, MS 38821	Electric/Natural Gas	86.50
Andalusia Utilities	77597	PO Box 790 ANDALUSIA, AL 36420-1215	Electric/Natural Gas	209.00
Anderson City Utilities, IN	2811003100-121183	PO Box 2100 ANDERSON, IN 46018-2100	Electric/Natural Gas	147.00
Appalachian Electric Cooperative	9153002	P.O. Box 710 JEFFERSON CITY, TN 37760-0710	Electric/Natural Gas	151.50
Aqua Indiana, Inc.	002346527-1120964	PO Box 70279 PHILADEPHIA, PA 19176-0279	Sewer/Water/Trash	16.50
Arkansas Oklahoma Gas Corp (AOG)	2266254	PO Box 207539 DALLAS, TX 75320-7539	Electric/Natural Gas	134.50
Ascension Water Company	04 04 19 507 0255 02	PO Box 96025 BATON ROUGE, LA 70896-9025	Sewer/Water/Trash	9.00
Ashwaubenon Water & Sewer Utility	107146-01	PO BOX 187 GREEN BAY, WI 54305-0187	Sewer/Water/Trash	10.00
AT&T - 5014	321764448	PO BOX 5014 CAROL STREAM, IL 60197-5014	Telecom	81.50
Athens Utilities Board, TN	208793-108793	P.O. Box 689 ATHENS, TN 37371-0689	Electric/Natural Gas	182.50
Atmos Energy/630872/740353	3033199635; 3015633092; 4002988143; 3010576976; 3015509664; 3018805856; 4008607614; 3033198485; 3006599423; 4046170710; 4018960946; 4018495655; 3028847480; 3018749560; 3033198798; 4045536685; 3001664950; 4003921533; 4003242517; 3017217092; 4006241441; 4023237469; 4019509414; 3005993669; 4004305555; 3006599610; 3007076601; 3013379371; 3033199386; 4020491430; 3017405174; 4013950920; 3033199215	PO Box 630872 CINCINNATI, OH 45263-0872	Electric/Natural Gas	2,943.00
Auburn Water Works Board	42873-10046770	1501 W SAMFORD AVE WATER WORKS BOARD AUBURN, AL 36832-6327	Sewer/Water/Trash	52.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Augusta Utilities Department	15-1304.301	P.O. Box 1457 AUGUSTA, GA 30903-1457	Sewer/Water/Trash	52.00
AW Billing Service LLC	942428; 1005010	4431 North Dixie Highway BOCA RATON, FL 33431	Sewer/Water/Trash	28.50
BC Hydro	8778 014; 8919 090; 8292 476; 8023 847; 8418 562; 9032 046; 5942 667; 9032 044; 5905 396; 8098 031; 1 0141 473; 9631 632; 8303 962; 9136 759; 9558 301; 5905 429; 8016 975; 5905 438; 8015 771; 9247 973; 5905 411	P.O. Box 9501 Station Terminal VANCOUVER, BC V6B 4N1	Electric/Natural Gas	10,020.00
BCE Nexxia Corporation Summary - 1821	40598 Cash Money Cheque Cashing Inc40598 SUM; 40598 CCFI40598 SUM; 40598 SUM40598 SUM	1821 WALDEN OFFICE SQUARE STE 400 SCHAUMBURG, IL 60173	Telecom	9,613.50
BCM One - 23384	155076	PO Box 23384 NEW YORK, NY 10087-3384	Telecom	120.50
Beaufort-Jasper Water & Sewer Authority	211240	6 Snake Rd OKATIE, SC 29909-3937	Sewer/Water/Trash	16.50
Beauregard Elec. Cooperative Inc. (BECI)	131564002	P.O. Drawer 970 DERIDDER, LA 70634	Electric/Natural Gas	285.50
Bell Aliant - 2226	5640319 9	PO BOX 2226 STN CENTRAL RPO HALIFAX, NS B3J 3C7	Telecom	7.50
Bell Aliant - 5555	1241651 7	PO BOX 5555 ST JOHN, NB E2L 4V6	Telecom	171.50
Bell Canada - 1550	010 142 1207; 905 898 1856; 010 139 1109; 010 139 1442; 010 816 3088; 010 816 3499; 010 816 3458; 010 816 3505; 416 744 6192	PO BOX 1550 NORTH YORK, ON M3C 3N5	Telecom	201.50
Bell Canada - 3250	8455200600238504; 8455200600242613; 8455200600242530; 8455200600249147	PO BOX 3250 STATION DON MILLS NORTH YORK, ON M3C 4C9	Telecom	25.50
Bell Canada - 3650	511903886; 533488817; 533495299; 532711441; 544831795; 531320880; 526715136; 526858124; 533639411; 533563010; 534209465; 530396393; 532166449; 537276059; 537569935; 537414977; 526200618; 526200428; 527402296; 522843356; 524756297; 531463376; 512798187; 512798152; CASH-ONTOR-CE14; CASH-ABEDM-CE14; CASH-ABEDM-CE11; CASH-BCVAN-CE2; CASH-BCVAN-CE1; CASH-BCKEL-CE1; CASH-BCKAM-CE1; CASH-BCBUR-CE1; CASH-ABRED-CE1; CASH-ABCAL-CE6; CASH-NSHAL-CE2; CASH-NSDAR-CE2; CASH-ONSUD-CE2; CASH-ONKIT-CE1; CASH-ONHAM-CE7; CASH-ONETO-CE1; CASH-ONBRA-CE9; CASH-ONBRA-CE8; CASH-	PO BOX 3650 STATION DON MILLS TORONTO, ON M3C 3X9	Telecom	82,446.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	<p>ONBAY-CE2; CASH-ONBAY-CE1; CASH-ONTOR-CE16; CASH-ONTOR-CE15; CASH-ONSTC-CE1; CASH-ONOSH-CE2; CASH-ONKIT-CE2; CASH-ONHAM-CE2; CASH-ONETO-CE3; CASH-ONBRAN-CE2; CASH-MBWIN-CE4; CASH-ABCAL-CE7; CASH-BCNEW-CE1; CASH-BCVIC-CE2; CASH-BCNAM-CE1; CASH-SKREG-CE2; CASH-ABMED-CE1; CASH-ABCAL-CE5; CASH-ONTOR-CE3; CASH-SKSAS-CE1; CASH-ABLET-CE1; CASH-ABCAL-CE2; CASH-ONTOR-CE7; CASH-ONSCA-CE2; CASH-ONOSH-CE5; CASH-ONHAM-CE6; CASH-ONCAM-CE3; CASH-ONTOR-CE2; CASH-ONTOR-CE19; CASH-ONTHU-CE1; CASH-ONSTO-CE1; CASH-ONSCA-CE8; CASH-ONSCA-CE4; CASH-ONMIS-CE4; CASH-ONKIN-CE1; CASH-ONGUE-CE1; CASH-ONETO-CE5; CASH-ONETO-CE2; CASH-ONCHA-CE1; CASH-ONBRA-CE12; CASH-SKSAS-CE2; CASH-ONDOW-CE1; CASH-SKREG-CE1; CASH-SKPRI-CE1; CASH-ABEDM-CE13; CASH-ABCAL-CE8; CASH-NFSTJ-CE2; CASH-NFSTJ-CE1; CASH-BCVER-CE1; CASH-BCVAN-CE6; CASH-BCVAN-CE5; CASH-BCSUR-CE2; CASH-BCABB-CE1; CASH-ABCAL-CE4; CASH-NBLOW-CE1; CASH-ONTHU-CE2; CASH-ONCAM-CE4; CASH-ONBUR-CE2; CASH-ONOTT-CE7; CASH-ONNOR-CE2; CASH-ONNEW-CE1; CASH-ONLON-CE2; CASH-ONHAM-CE3; CASH-NSHAL-CE1; CASH-ONTOR-CE30; CASH-ONSCA-CE11; CASH-ONLON-CE1; CASH-ONKING-CE5; CASH-ONCAM-CE2; CASH-ONBRAN-CE1; CASH-BCCHI-CE1; CASH-ONWIN-CE1; CASH-ONWES-CE1; CASH-ONSAU-CE1; CASH-ONSAR-CE1; CASH-ONPET-CE1; CASH-ONOTT-CE5; CASH-ONOTT-CE2-S; CASH-ONORI-CE1; CASH-ONNOR-CE1; CASH-ONNIA-CE2; CASH-ONBRA-CE3-S; CASH-ONBEL-CE1; CASH-ONBAR-CE2; CASH-SKMOO-CE1; CASH-MBWIN-CE2; CASH-BCRIC-CE1; CASH-BCMAP-CE1; CASH-ONTOR-CE25; CASH-ABCAL-CE9; CASH-ONWST-CE1; CASH-ONWIN-CE4; CASH-ONWHI-CE1; CASH-ONTOR-CE5; CASH-ONTOR-CE4; CASH-ONTOR-CE17; CASH-ONTOR-CE10; CASH-ONSTT-CE1; CASH-ONSCA-CE9; CASH-ONMIS-CE6; CASH-ONHAM-CE5; CASH-ONBRA-CE11; CASH-ONBRA-CE1; CASH-ONBAR-CE1; CASH-MBWIN-CE3; CASH-ONTOR-CE24; CASH-ABEDM-CE9; CASH-ABEDM-CE12; CASH-ONOTT-CE10; CASH-ONKIT-CE3; CASH-SKSAS-CE3; CASH-BCSUR-CE3; CASH-BCNOR-CE1; CASH-BCDUN-CE1; CASH-BCCOU-CE1; CASH-NSDAR-CE1; CASH-ONTOR-CE23; CASH-ONTHU-CE3; CASH-ONSTC-CE2; CASH-ONSCA-CE7; CASH-ONOTT-CE12; CASH-ONHAM-CE1; CASH-ONGUE-CE5; CASH-ONGUE-CE3; CASH-ONBRA-CE10; CASH-ONTOR-CE13; CASH-ONBAR-CE3; CASH-ONWOO-CE1; CASH-ONWEL-CE1; CASH-BCPOR-CE1; CASH-ONRIC-CE1; CASH-ONOTT-CE6; CASH-ONOTT-CE4; CASH-ONLON-CE4; CASH-ONHAM-CE4; CASH-ONGUE-CE6; CASH-ONETO-CE4; CASH-ONBRA-CE2; CASH-MBWIN-CE1; CASH-ONNEW-CE2; CASH-NBDIE-CE1; CASH-ONTOR-CE21; CASH-ONTOR-CE12; CASH-ONOTT-CE11; CASH-ABEDM-CE6; CASH-ONTOR-CE20; CASH-ONTOR-CE18; CASH-ONTOR-CE11; CASH-ONSCA-CE10; CASH-ONPIC-CE2; CASH-ONOTT-CE8; CASH-ONORL-CE1; CASH-ONOAK-CE1; CASH-ONBRA-CE5; CASH-BCVIC-CE1; CASH-ABCAL-CE3; CASH-ABLET-CE2; CASH-ABEDM-CE5; CASH-ONBAR-CE4; CASH-ONSCA-</p>			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	CE5; CASH-ONSCA-CE3; CASH-ONOSH-CE4; CASH-ABEDM-CE7; CASH-ONMIS-CE5; CASH-ABEDM-CE3; CASH-ONWIN-CE3; CASH-ONWIN-CE2; CASH-ONTOR-CE9; CASH-ONTOR-CE8; CASH-ONSUD-CE1; CASH-ONSCA-CE6; CASH-ONSCA-CE1; CASH-ONRIC-CE2; CASH-ONOSH-CE6; CASH-ONMIS-CE3; CASH-ONLON-CE3; CASH-ONCAM-CE1; CASH-ONAJA-CE1; CASH-ONBUR-CE1; CASH-BCSUR-CE1; CASH-ABEDM-CE8; CASH-ABEDM-CE2; CASH-ONNIA-CE1; CASH-ONMIS-CE2; CASH-BCLAN-CE1; CASH-ABEDM-CE15; CASH-ABEDM-CE1; CASH-ABCAL-CE1; CASH-ONBRA-CE4			
Bell Canada - 9000	905 624 9849 (907); 613 726 0672 (427); 905 898 1856 (487); 416 285 4781 (609); 416 585 7872 (615); 905 522 5242 (613); 416 658 6204 (366); 905 895 9598 (398); 905 456 8764 (396); 416 757 3880 (488); 416 675 2172 (243); 905 545 8362 (363); 416 922 4413 (387); 905 438 0486 (250); 613 565 2274; 010 701 7632 (975); 416 285 0344 (471); 416 767 2274 (050); 613 828 2274 (613); 416 261 6040 (216); 905 371 1181 (477)	PO BOX 9000 NORTH YORK, ON M3C 2X7	Telecom	1,410.50
Bell Canada Summary - 5115	250495-1152; 780638-0975; 780638-0972; 604538-3701; 403543-4242; 780638-0976; 780638-0974; 780638-0973; 780638-0971; 780477-8249; 780423-0110; 780421-8489; 780421-8488	5115 CREEKBANK ROAD FLOOR 2, COPY ROOM 2A MISSISSAUGA, ON L4W 5R1	Telecom	509.00
Bell MTS Inc. - 7500	2177 256 1	PO BOX 7500 WINNIPEG, MB R3C 3B5	Telecom	54.00
Bessemer Utilities	127221	Box 1246 BESSEMER, AL 35021	Sewer/Water/Trash	101.50
B-L Utilities Department	00007144	PO Box 2329 BATESBURG-LEESVILLE, SC 29070-0329	Sewer/Water/Trash	23.50
Black Hills Energy	7330 W 33rd St Suite 1167164 5760 04; 7330 W 33rd St - STE 1147164 5760 04; 3615 N Ridge Rd9701 3927 24; 3807 9262 52; 7330 W 33rd St.-STE 1187164 5760 04; 7330 W 33rd St-Ste 1207164 5760 04	PO Box 7966 CAROL STREAM, IL 60197-7966	Electric/Natural Gas	873.50
Blue Grass Energy	1064247002	P.O. Box 990 NICHOLASVILLE, KY 40340	Electric/Natural Gas	160.00
Bluewater Power Distribution Corporation	2011329; 2011328	PO Box 2140 SARNIA, ON N7T 7L6	Electric/Natural Gas	726.00
Board of Public Works-Gaffney, SC	34157002	P.O. Box 64 GAFFNEY, SC 29342	Sewer/Water/Trash	209.00
Bolivar Energy Authority	000068-111117	P.O. Box 188 BOLIVAR, TN 38008	Electric/Natural Gas	127.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Bolivar Utility Department, TN	2-2451-1	115 N Washington St BOLIVAR, TN 38008-2311	Sewer/Water/Trash	50.50
Bowling Green Municipal Utilities	105127	PO BOX 10360 BOWLING GREEN, KY 42102-0360	Electric/Natural Gas	75.00
BrightRidge	214513002; 129623003; 129623005; 139381004; 214714001	P.O. Box 2058 JOHNSON CITY, TN 37605	Electric/Natural Gas	247.50
Brightspeed - 6102	313109438	PO BOX 6102 CAROL STREAM, IL 60179	Telecom	10.00
Bristol Tennessee Essential Services	36175-001	P.O. Box 549 BRISTOL, TN 37621-0549	Electric/Natural Gas	149.50
Brownsville Public Utilities Board	628225	PO BOX 660566 DALLAS, TX 75266-0566	Sewer/Water/Trash	165.00
Brownsville Utilities Department	205726-008392; 205622-106221	P.O. Box 424 Utilities Department BROWNSVILLE, TN 38012	Electric/Natural Gas	318.50
Bryan Texas Utilities (BTU)	2301561	P.O. Box 8000 BRYAN, TX 77805	Electric/Natural Gas	152.50
Burlington Hydro-Electric Commission	112492-0023600	PO Box 4378 Stn A TORONTO, ON M5W 3R1	Electric/Natural Gas	192.00
Canton Municipal Utilities	208012-111153	P.O. Box 114 CANTON, MS 39046	Electric/Natural Gas	85.00
Cawood Water District	C-3737	P.O. Box 429 CAWOOD, KY 40815	Sewer/Water/Trash	26.00
CenterPoint Energy/1325/4981/2628	6225440-4; 2832638-7; 7384302-1; 3035236-3; 6401155943-8; 6402781072-6; 8863639-4; 10200375-3; 2735699-7; 2948937-4; 6400189205-4; 3000566-4; 5078875-1; 9230876-6; 2680727-1	P.O. Box 4981 HOUSTON, TX 77210-4981	Electric/Natural Gas	779.50
CenterPoint Energy/1423	02-600528230-5213618 9; 02-600528230-5816002 3; 02-600528230-5801260 2; 02-600528230-5060630 8; 02-600528230-5438369 3; 02-600528230-5729688 9	PO Box 1423 HOUSTON, TX 77251-1423	Electric/Natural Gas	421.00
CenterPoint Energy/2006	01-300147825-1152078 2	PO Box 2006 HOUSTON, TX 77252-2006	Electric/Natural Gas	57.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
CenturyLink - 2961	333240308; 310288542	PO BOX 2961 PHOENIX, AZ 85062-2961	Telecom	102.50
CenturyLink Summary - 52187	5-BSKC3CBQ CCF15-BSKC3CBQ SUM; BFJL92975-BSKC3CBQ SUM; BFDN34225-BSKC3CBQ SUM; BFDN94745-BSKC3CBQ SUM; 4418524595- BSKC3CBQ SUM; 5-BSKC3CBQ SUM5-BSKC3CBQ SUM	PO BOX 52187 PHOENIX, AZ 85072-2187	Telecom	39,343.00
Charleston Water System	085892-06-5; 085058-07-1	P.O. Box 568 CHARLESTON, SC 29402-0568	Sewer/Water/Trash	96.50
Charter Communications - 60074	8260 14 046 1239941	PO BOX 60074 CITY OF INDUSTRY, CA 91716-0074	Telecom	63.50
Charter Communications - 6030	8363 21 150 0175143; 8348 10 009 0306558	PO BOX 6030 CAROL STREAM, IL 60197-6030	Telecom	100.00
Charter Communications - 94188	8336 10 065 0062827; 8353 70 022 0472709; 8312 10 085 0510938; 8354 10 001 5058293	PO BOX 94188 PALATINE, IL 60094	Telecom	246.00
Charter Communications SUM - 223085	174659401174117101 SUM; 174597501174117101 SUM; 174691501174117101 SUM; 172404701174117101 SUM; 172404601174117101 SUM; 172361301174117101 SUM; 174117101 SUM174117101 SUM	PO BOX 223085 PITTSBURGH, PA 15251-2085	Telecom	879.00
Chattanooga Gas Company/5408	1260803139; 8397881141; 0761902201	PO Box 5408 CAROL STREAM, IL 60197-5408	Electric/Natural Gas	276.50
Chester County Natural Gas	2019001-002	PO Box 220 CHESTER, SC 29706- 0220	Electric/Natural Gas	7.00
Chester Metropolitan District	45-00313-00	P.O. Box 550 CHESTER, SC 29706- 0550	Sewer/Water/Trash	32.00
Citizens Energy Group/7056	4866920000; 0874730000	PO Box 7056 INDIANAPOLIS, IN 46207-7056	Electric/Natural Gas	136.00
City Light Gas & Water	15221002	P.O. Box 40 KENNET, MO 63857	Electric/Natural Gas	200.50
City Maple Ridge, BC	219689	11995 HANEY PLACE MAPLE RIDGE, BC V2X 6A9	Sewer/Water/Trash	44.50
City of Aiken, SC	75375-19674; 73701-26706	P.O. Box 1608 AIKEN, SC 29802- 1608	Sewer/Water/Trash	59.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Alexander City, AL	005743-001	281 James D Nabors Drive ALEXANDER CITY, AL 35010	Sewer/Water/Trash	247.50
City of Alexandria, LA	195447-132162; 195447-132164	PO Box 1925 ALEXANDRIA, LA 71306	Sewer/Water/Trash	130.50
City of Alice, TX	222-118301-01	P.O. Box 3229 ALICE, TX 78333	Sewer/Water/Trash	42.50
City of Altus, OK (Altus Power)	20-1740-03	509 S Main St ALTUS, OK 73521	Sewer/Water/Trash	93.50
City of Americus, GA	231692	PO Box 930139 ATLANTA, G 31193-0139	Sewer/Water/Trash	31.50
City of Athens Utilities	337-01995-01	PO Box 748222 ATLANTA, GA 30374-8222	Sewer/Water/Trash	186.00
City of Austin, TX	25723 20000; 77036 50000; 74644 21448	PO Box 2267 AUSTIN, TX 78783- 2267	Electric/Natural Gas	425.00
City of Baker, LA	12243710-001	P.O. Box 707 BAKER, LA 70704- 0707	Sewer/Water/Trash	48.00
City of Barnwell, SC	002068	P.O. Box 776 BARNWELL, SC 29812-0776	Sewer/Water/Trash	56.00
City of Bartlesville, OK	00009421-06	P.O. Box 2102 LOWELL, AR 72745-2102	Sewer/Water/Trash	42.00
City of Batesville, MS	192023570	P.O. Box 689 BATESVILLE, MS 38606	Sewer/Water/Trash	20.50
City of Beaumont, TX	000265995-000273834	P.O. Box 521 BEAUMONT, TX 77704	Sewer/Water/Trash	4.50
City of Bedford, TX	17008909-003	PO Box 737624 DALLAS, TX 75373-7624	Sewer/Water/Trash	29.50
City of Beeville, TX	63-1750-01	400 North Washington BEEVILLE, TX 78102	Sewer/Water/Trash	52.00
City of Belleville, ON - Water Cust Svc	061 61404 026	PO Box 939 BELLEVILLE, ON K8N 5B6	Sewer/Water/Trash	37.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Bennettsville, SC	38123-10785	P.O. Box 1036 BENNETTSVILLE, SC 29512-1036	Electric/Natural Gas	110.50
City of Bloomington - 801214	109238-111150	P.O. Box 3157 BLOOMINGTON, IL 61702-5216	Sewer/Water/Trash	20.50
City of Boonville, MO	03-5100-05	1200 LOCUST BOONVILLE, MO 65233-1358	Sewer/Water/Trash	37.50
City of Brantford, ON	92003263/80240900	PO Box 515 BRANTFORD, ON N3T 6L6	Sewer/Water/Trash	22.50
City of Brewton Utilities AL	8996	P.O. Box 368 BREWTON, AL	Electric/Natural Gas	69.00
City of Bristol, TN	300-0543-03	P.O. Box 1348 BRISTOL, TN 37621-1348	Sewer/Water/Trash	20.50
City of Cambridge, ON	71259	Tax and Water Division PO Box 427 CAMBRIDGE, ON N1R 5W8	Sewer/Water/Trash	74.00
City of Camden, SC	056-0691-04; 002-0380-00	PO Box 7002 CAMDEN, SC 29021-7002	Electric/Natural Gas	380.00
City of Chattanooga, TN	004030378-01; 000056994-01	PO Box 591 CHATTANOOGA, TN 37401-0591	Sewer/Water/Trash	24.50
City of Clanton, AL	01 0663	P.O. Box 580 Water & Sewer Department CLANTON, AL 35046	Electric/Natural Gas	13.50
City of Columbia, MO	00189321-0142434	P.O. Box 1676 Finance Department COLUMBIA, MO 65205	Sewer/Water/Trash	308.00
City of Columbia, MS	011520002	201 2nd Street COLUMBIA, MS 39429	Sewer/Water/Trash	42.00
City of Columbia, SC - Water	01-30903925-1002029-8; 01-31200566-1002464-9	P.O. Box 7997 Water Billing Department COLUMBIA, SC 29202-7997	Sewer/Water/Trash	31.00
City of Commerce, GA	28-02800-05	PO Box 499 COMMERCE, GA 30529	Electric/Natural Gas	101.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Cookeville, TN	137149; 68075; 44608; 205244	P.O. Box 998 Customer Service Dept COOKEVILLE, TN 38503	Sewer/Water/Trash	274.50
City of Corpus Christi/659880	20334837	PO Box 659880 SAN ANTONIO, TX 78265-9143	Sewer/Water/Trash	55.50
City of Corsicana, TX	024-0000260-004	200 North 12th Street CORSICANA, TX 75110	Sewer/Water/Trash	33.50
City of Covington, GA	00046528	P.O. Box 1527 COVINGTON, GA 30210	Sewer/Water/Trash	257.50
City of Covington, TN	022-9220-02; 022-9240-05; 024-8113-03; 012-4550-04; 012-4570-04	P.O. Box 768 COVINGTON, TN 38019	Sewer/Water/Trash	177.00
City of Cullman Water Sewer & Sanitation	16298	PO Box 1738 CULLMAN, AL 35056-1738	Sewer/Water/Trash	67.50
City of Dallas, TX	100983843; 100566522	CITY HALL 2D South DALLAS, TX 75277	Sewer/Water/Trash	82.00
City of Danville, KY	017060-001	PO Box 670 DANVILLE, KY 40423	Sewer/Water/Trash	12.50
City of Dayton, TN	1013563001	P.O. Box 226 Electric & Water Department DAYTON, TN 37321	Sewer/Water/Trash	113.50
City of Decatur, IL	39663400	PO Box 2578 DECATUR, IL 62525- 2578	Sewer/Water/Trash	46.00
City of Decherd, TN	5136	1301 W Main St DECHERD, TN 37324-3609	Sewer/Water/Trash	18.00
City of Dekalb, IL	1902090270-02	164 E Lincoln Hwy DEKALB, IL 60115	Sewer/Water/Trash	105.00
City of Del City, OK	28-1553-00	P.O. Box 15177 DEL CITY, OK 73155-5177	Sewer/Water/Trash	21.50
City of Denham Springs, LA	12161	PO Box 1629 DENHAM SPRINGS, LA 70727-1629	Sewer/Water/Trash	39.00
City of Denton, TX	4060206-06	PO BOX 660150 UTILITIES DALLAS TX, 75266-0150	Electric/Natural Gas	96.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Edinburg, TX	08-4007-01	P.O. Box 1169 EDINBURG, TX 78540	Sewer/Water/Trash	15.00
City of El Campo Utilities	01-0860-02	315 East Jackson EL CAMPO, TX 77437	Sewer/Water/Trash	111.50
City of Elizabethton, TN (Water/Sewer)	024-000900-07	136 South Sycamore Street Utility Billing Division ELIZABETHTON, TN 37643	Sewer/Water/Trash	35.00
City of Ennis, TX	20-0128-00	Box 220 ENNIS, TX 75120-0220	Sewer/Water/Trash	54.50
City of Florence, SC	05024100-406118; 18000893-424300; 37000187-455553	PO Box 63010 Utility and Licensing Div CHARLOTTE, NC 28263-3010	Sewer/Water/Trash	134.00
City of Fond Du Lac, WI	7481995589	PO BOX 830 FOND DU LAC, WI 54936-0830	Sewer/Water/Trash	83.50
City of Forest, MS	064880811	P.O. Box 298 Water & Sewer Dept FOREST, MS 39074	Sewer/Water/Trash	6.00
City of Fulton, MO	36-25523-000	P.O. Box 787 Municipal Utilities, City Hall FULTON, MO 65251	Electric/Natural Gas	106.00
City of Gainesville, GA	089613-000	PO Box 779 GAINESVILLE, GA 30501	Sewer/Water/Trash	4.50
City of Galesburg, IL	034639-001	P.O. Box 1589 GALESBURG, IL 61402-1589	Sewer/Water/Trash	17.50
City of Garland Utility Services	00182050-00004426; 00182050-00003407	P.O. Box 461508 GARLAND, TX 75046-1508	Sewer/Water/Trash	293.50
City of Georgetown, SC	37004060-003	P.O. Box 939 GEORGETOWN, SC 29442	Sewer/Water/Trash	125.00
City of Greenville, TX/GEUS - 2810	0301-041942-004	2810 Wesley St GREENVILLE, TX 75401-4159	Sewer/Water/Trash	232.00
City of Grenada, MS	00025764	P.O. Box 310 GRENADA, MS 38901	Sewer/Water/Trash	11.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Gulfport, MS	760028055-78233	PO Box 123643 DALLAS, TX 75312-3643	Sewer/Water/Trash	244.00
City of Hammond, LA	05048	P.O. Box 2788 HAMMOND, LA 70404-2788	Sewer/Water/Trash	17.00
City of Hartsville, SC	22389	P.O. Drawer 2467 HARTSVILLE, SC 29551-2467	Sewer/Water/Trash	43.50
City of Hattiesburg, MS/1897	22000-134328	P.O. Box 1897 Water Billing Office HATTIESBURG, MS 39403	Sewer/Water/Trash	24.00
City of Hillsboro, IL	42926000	447 S Main St HILLSBORO, IL 62049-1454	Sewer/Water/Trash	27.50
City of Hillsboro, TX	004-0006500-002	P.O. Box 568 HILLSBORO, TX 76645	Sewer/Water/Trash	50.50
City of Hohenwald, TN	0014-40416-003	118 W Linden Ave HOHENWALD, TN 38462	Sewer/Water/Trash	59.50
City of Jackson, AL	13691	P.O. Box 1096 Waterworks & Sewer Board JACKSON, AL 36545-1096	Sewer/Water/Trash	39.00
City of Joliet, IL	190507-352500	150 W Jefferson St Municipal Services JOLIET, IL 60432-4148	Sewer/Water/Trash	18.00
City of Joplin, MO	126565-720145	Attn: Utility Billing 602 S Main St JOPLIN, MO 64801-2606	Sewer/Water/Trash	20.00
City of Kingsport, TN	125432-63076	PO Box 880 KINGSPORT, TN 36772-0880	Sewer/Water/Trash	12.00
City of Kitchener, ON	110132664; 110078956	PO BOX 1113 FINANCE DEPT, REVENUE DIVISION KITCHENER, ON N2G 4R6	Sewer/Water/Trash	249.00
City of Lafayette, IN	525651-56100030	P.O. Box 1688 LAFAYETTE, IN 47902-1688	Sewer/Water/Trash	11.50
City of LaGrange, GA	41290475-8; 10010009-17	PO Box 4410 LA GRANGE, GA 30241-0088	Sewer/Water/Trash	322.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Laredo Utilities	001081522-000536506	PO Box 6548 LAREDO, TX 78042	Sewer/Water/Trash	5.50
City of Laurel, MS - Public Utility	19-10493-02	P.O. Box 647 LAUREL, MS 39441	Sewer/Water/Trash	48.00
City of Lawrenceville, GA	4151470	P.O. Box 2200 LAWRENCEVILLE, GA 30046	Sewer/Water/Trash	137.50
City of Lawton, OK	00050006-5126808	212 SW 9th St Revenue Services Division LAWTON, OK 73501-3944	Sewer/Water/Trash	42.00
City of Lebanon, MO	07-1225-01	PO Box 111 LEBANON, MO 65536	Sewer/Water/Trash	254.50
City of Lebanon, TN	098-01050-00	200 Castle Heights Ave N STE 117 LEBANON, TN 37087-2740	Sewer/Water/Trash	27.50
City of Lethbridge, AB	A00890343	910 - 4 Avenue South LETHBRIDGE, AB T1J 0P6	Sewer/Water/Trash	1,027.00
City of Lufkin, TX	78167-44416	P.O. Box 190 Utility Division LUFKIN, TX 75902	Sewer/Water/Trash	26.00
City of Marshall, TX	019-0001380-032	P.O. Box 698 MARSHALL, TX 75671	Sewer/Water/Trash	29.00
City of McHenry - 333	01-103637260-01	333 South Green St MCHENRY, IL 60050	Sewer/Water/Trash	27.00
City of Medicine Hat	517181-1068938	580 - 1st Street SE MEDICINE HAT, AB T1A 8E6	Sewer/Water/Trash	82.00
City of Mesquite, TX	186400231-107204	P.O. Box 850287 Utilities MESQUITE, TX 75185-0287	Sewer/Water/Trash	26.50
City of Monroe, LA	04229	P.O. Box 1743 MONROE, LA 71210	Sewer/Water/Trash	4.50
City of Mt. Pleasant, TX	061-0610497-001	501 North Madison MOUNT PLEASANT, TX75455	Sewer/Water/Trash	47.50
City of Muskogee, OK	7293-121428	P.O. Box 1927 Water Department MUSKOGEE, OK 74402	Sewer/Water/Trash	84.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Myrtle Beach, SC	2-038-44720-04	PO Box 2468 MYRTLE BEACH, SC 29578-2468	Sewer/Water/Trash	9.00
City of Nacogdoches, TX	816107-003	PO Box 635030 NACOGDOCHES, TX 75963-5030	Sewer/Water/Trash	66.00
City of New Westminster, BC	107296-00	511 Royal Avenue NEW WESTMINSTER, BC V3L 1H9	Sewer/Water/Trash	118.50
City of Newberry, SC	28671030096	P.O. Drawer 538 NEWBERRY, SC 29108	Sewer/Water/Trash	5.00
City of Niagara Falls, ON	036 11142 013	P.O. Box 1023 4310 Queen Street NIAGRA FALLS, ON L2E 6X5	Sewer/Water/Trash	78.00
City of North Bay, ON	27955-38818	P.O. Box 360 200 McIntyre St East NORTH BAY, ON P1B 8H8	Sewer/Water/Trash	31.00
City of Northport AL	72986	PO Box 748002 ATLANTA, GA 30374-8002	Sewer/Water/Trash	5.50
City of Oklahoma City, OK	250102201148	PO BOX 26570 OKLAHOMA CITY, OK 73126-0571	Sewer/Water/Trash	17.50
City of Okmulgee, OK	2338-45280	P.O. Box 250 OKMULGEE, OK 74447-0250	Sewer/Water/Trash	63.50
City of Olive Branch, MS	10000280-22936	9200 Pigeon Roost Ave OLIVE BRANCH, MS 38654	Sewer/Water/Trash	43.50
City of Opelousas, LA	42-0690-02	P.O. Box 1879 OPELOUSAS, LA 70571	Sewer/Water/Trash	28.00
City of Orillia, ON	WS 506170.03	50 Andrew St South ORILLA, ON L3V 7T5	Sewer/Water/Trash	93.00
City of Ozark, AL	29849	P.O. Box 1125 Utilities Board Ozark, AL 36361-1125	Sewer/Water/Trash	19.50
City of Pekin, IL	020890-001	111 S Capitol St Wastewater Division Pekin, IL 61555	Sewer/Water/Trash	3.50
City of Pell City, AL	23256	PO Box 23434 Tampa, FL 33623	Sewer/Water/Trash	273.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Port Lavaca, TX	11-5608-01	202 N VIRGINIA ST PORT LAVACA, TX 77979	Sewer/Water/Trash	34.50
City of Quincy	39657-33694	Attn: City Treasurer 730 Maine Street QUINCY, IL 62301	Sewer/Water/Trash	12.50
City of Rock Falls, IL	28-00640-06	603 West 10th St ROCK CITY, IL 61071	Sewer/Water/Trash	117.00
City of Rock Hill, SC	1243280; 2640080; 1243290	PO BOX 63039 CHARLOTTE, NC 28263-3039	Sewer/Water/Trash	296.00
City of Sallisaw, OK	108.2070.00.02	P.O. Box 525 SALLISAW, OK 74955-0525	Sewer/Water/Trash	105.50
City of San Marcos, TX	00030172-03	636 E Hopkins Utility Customer Service Div SAN MARCOS, TX 78666-6397	Sewer/Water/Trash	58.00
City of Saskatoon, SK	102637901; 102628146	P.O. Box 7030 Treasurers Office-Utilities Division SASKATOON, SK S7K 8E3	Sewer/Water/Trash	920.50
City of Savannah, GA	002044	PO Box 1968 Revenue Dept SAVANNAH, GA 31402-1968	Sewer/Water/Trash	104.50
City of Seguin, TX	0459-23068-002	P.O. Box 591 SEGUIN, TX 78156-0591	Sewer/Water/Trash	45.00
City of Senatobia, MS	05-0013508	P.O. Box 1020 SENATOBIA, MS 38668	Sewer/Water/Trash	30.00
City of Sevierville, TN	105-11400-07	P.O. Box 5500 SEVIERVILLE, TN 37864	Sewer/Water/Trash	17.50
City of Shreveport, LA - 30065	55-177488719-6	P.O. Box 30065 SHREVEPORT, LA 71153	Sewer/Water/Trash	21.50
City of Slidell, LA	047-005377-01	PO BOX 828 SLIDELL, LA 71459-0828	Sewer/Water/Trash	27.00
City of St Peters, MO	82348405; 82349201	PO Box 9 SAINT PETERS, MO 63376	Sewer/Water/Trash	41.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Sulphur Springs, TX	090-0000599-012	125 South Davis Street SULPHUR SPRINGS, TX 75482	Sewer/Water/Trash	59.50
City of Sumter, SC	0150520-009; 0230235-007	P.O. Box 310 SUMTER, SC 29151-0310	Sewer/Water/Trash	52.00
City of Temple, TX	36895-316	PO Box 878 TEMPLE, TX 76503-0878	Sewer/Water/Trash	53.00
City of Thomasville - AL	1004048-00; 1001110-00	P.O. Box 127 THOMASVILLE, AL 36784	Sewer/Water/Trash	74.50
City of Thomson, GA	0600638003	P.O. Box 1017 THOMSON, GA 30824	Sewer/Water/Trash	16.50
City of Troy, AL	41-17480-03	P.O. Box 549 TROY, AL 36081-0549	Sewer/Water/Trash	236.50
City of Tyler, TX	106321-24608	PO Box 336 Tyler Water Utilities TYLER, TX 75710-0336	Sewer/Water/Trash	44.50
City of Vernon, BC	121520	3400-30th St VERNON, BC V1T 5E6	Sewer/Water/Trash	123.00
City of Vicksburg, MS	20455.00 98	P.O. Box 58 VICKSBUR, MS 39181-0058	Sewer/Water/Trash	93.50
City of Victoria, TX	015008500; 021044702	P.O. Box 1279 Utility Billing Office VICTORIA, TX 77902	Sewer/Water/Trash	41.00
City of Walterboro, SC	8598	300 Hampton St WALTERBORO, SC 29488-3949	Sewer/Water/Trash	19.00
City of Waynesboro, MS	060350010	714 Wayne Street Water Department WAYNESBORO, MS 39367	Sewer/Water/Trash	17.00
City of Weslaco, TX	01-0780-05	255 South Kansas Avenue Water Dept WESLACO, TX 78596-6158	Sewer/Water/Trash	27.50
City of West Monroe, LA	29509-1036445	2305 North 7th Street WEST MONROE, LA 71291-5299	Sewer/Water/Trash	15.00
City of West Plains, MO	252-82574-01	PO Box 710 WEST PLAINS, MO 65775	Sewer/Water/Trash	139.00

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City of Winnipeg, MB	77033000009; 98824100006	112 - 1199 Pacific Ave Water & Waste Dept WINNIPEG, MB R3E 3S8	Sewer/Water/Trash	331.00
City of York, SC	113729	P.O. Box 500 YORK, SC 29745	Sewer/Water/Trash	30.00
City Utilities (Fort Wayne, IN)	035202700030693	PO Box 4632 CAROL STREAM, IL 60197-4632	Sewer/Water/Trash	9.00
City Utilities Commission (Corbin, KY)	0013-09920-010	PO Box 1350 CORBIN, KY 40702-1350	Electric/Natural Gas	100.00
City Utilities of Springfield, MO	0907100010	P.O. Box 551 SPRINGFIELD, MO 65801-0551	Electric/Natural Gas	156.00
City Water Light & Power, Springfield IL	035492250-00060178; 035492260-00060178	300 S 7th St Rm 101 Attn: Cashiers Office SPRINGFIELD, IL 62757-0001	Electric/Natural Gas	180.00
Claiborne County Utility Dist TN	0003-01935-004	P.O. Box 606 NEW TAZEWELL, TN 37824		50.00
Clarksville Department of Electricity	271610-002	PO Box 31509 CLARKSVILLE, TN 37040	Sewer/Water/Trash	24.00
Clarksville Gas & Water Department	008-0924.503; 008-0113.303	PO Box 31329 CLARKSVILLE, TN 37040-0023	Sewer/Water/Trash	231.50
Clayton County Water Authority	10466208	PO Box 117195 ATLANTA, GA 30368-7195		46.50
Cleco Power LLC	200003313182; 200003312960; 200002347025; 200001238712; 200003312770; 200003312556; 200003399249	1010 W Mockingbird Ln Ste 100 Lockbox 660228, FirstData-Remitco DALLAS, TX 75266	Electric/Natural Gas	643.00
Cleveland Utilities	225665-059759; 225668-059759; 200318-100283	P.O. Box 2730 CLEVELAND, TN 37320-2730	Electric/Natural Gas	153.00
Clinton Newberry Natural Gas Auth	000511005102	PO Box 511 CLINTON, SC 29325	Electric/Natural Gas	29.50
Clinton Utilities Board TN	200743-100714	P.O. Box 296 CLINTON, TN 37717	Electric/Natural Gas	107.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Coast Electric Power Association	3063541-001; 3063541-003; 3063541-004	PO Box 2153, Dept 1340 BIRMINGHAM, AL 35287-1340	Electric/Natural Gas	438.50
Columbia Gas of Kentucky	15703795 001 000 5; 15703795 005 000 1; 15703795 004 000 2	PO Box 4660 CAROL STREAM, IL 60197-4660	Electric/Natural Gas	320.00
Columbia Power & Water Systems (CPWS)	264614; 168137	P.O. Box 379 COLUMBIA, TN 38402-0379	Electric/Natural Gas	360.00
Columbus Light and Water Dept.	211243-124464	P.O. Box 22806 JACKSON, MS 39225-2806	Electric/Natural Gas	246.50
Columbus Water Works	0021890	PO Box 1600 COLUMBIS, GA 31902-1600	Sewer/Water/Trash	11.00
Comcast - 4089	8771 20 032 1540003	PO Box 4089 CAROL STREAM, IL 60197-4089	Telecom	235.50
Comcast - 70219	8529 20 119 1095420; 8771 30 032 2670153; 8529 20 065 0610166; 8771 20 168 0640244; 8529 20 086 7615008; 8771 30 001 2529446; 8771 30 001 2695528; 8529 20 094 0041461; 8771 20 134 0156862; 8771 10 019 1939501; 8529 20 002 3101117	PO Box 70219 PHILADELPHIA, PA 19176	Telecom	956.50
Comcast - 71211	8220 10 001 0804016; 8220 11 601 2409232; 8396 52 203 2440503; 8396 51 206 0347720; 8396 51 172 1412485; 8396 12 001 0913920; 8396 50 004 2616122; 8396 52 168 0397858	PO Box 71211 CHARLOTTE, NC 28272-1211	Telecom	797.50
ComEd	1371147135; 3881635135; 0458138344; 2362018051; 4161035136; 3072481016; 7363514084; 3118457027; 1863163205; 2054610036; 8022635050; 0579069328; 6159185043	PO Box 6111 CAROL STREAM, IL 60197-6111	Electric/Natural Gas	1,457.00
Commissioners of Public Wks - Grnwood SC	001-4400-06	PO BOX 549 GREENWOOD, SC 29648	Electric/Natural Gas	211.00
Comwave Business Care - 61	CB7681-01	61 WILDCAT ROAD TORONTO, ON M3J 2P5	Telecom	89.50
Consolidated Waterworks District #1	01-18-0100994	P.O. Box 630 HOUMA, LA 70361	Sewer/Water/Trash	49.00
Corinth Gas & Water Dept	208526-108526	P.O. Box 1870 Gas & Water Department CORINTH, MS 38835- 1870	Sewer/Water/Trash	46.00
Covington Electric System	201612-101579; 203504-002804; 201613-101580	P.O. Box 488 COVINGTON, TN 38019	Electric/Natural Gas	333.50

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Ameren Missouri	3005407112; 0157112110; 0457106023; 3024155019; 7579807555; 1747110039; 8905406155; 1233111100; 5871414152	PO Box 88068 CHICAGO, IL 60680-1068	Electric/Natural Gas	1,005.00
Amory Water & Electric Department	201743-101648	P.O. Box 266 AMORY, MS 38821	Electric/Natural Gas	86.50
Andalusia Utilities	77597	PO Box 790 ANDALUSIA, AL 36420-1215	Electric/Natural Gas	209.00
Anderson City Utilities, IN	2811003100-121183	PO Box 2100 ANDERSON, IN 46018-2100	Electric/Natural Gas	147.00
Appalachian Electric Cooperative	9153002	P.O. Box 710 JEFFERSON CITY, TN 37760-0710	Electric/Natural Gas	151.50
Aqua Indiana, Inc.	002346527-1120964	PO Box 70279 PHILADEPHIA, PA 19176-0279	Sewer/Water/Trash	16.50
Arkansas Oklahoma Gas Corp (AOG)	2266254	PO Box 207539 DALLAS, TX 75320-7539	Electric/Natural Gas	134.50
Ascension Water Company	04 04 19 507 0255 02	PO Box 96025 BATON ROUGE, LA 70896-9025	Sewer/Water/Trash	9.00
Ashwaubenon Water & Sewer Utility	107146-01	PO BOX 187 GREEN BAY, WI 54305-0187	Sewer/Water/Trash	10.00
AT&T - 5014	321764448	PO BOX 5014 CAROL STREAM, IL 60197-5014	Telecom	81.50
Athens Utilities Board, TN	208793-108793	P.O. Box 689 ATHENS, TN 37371-0689	Electric/Natural Gas	182.50
Atmos Energy/630872/740353	3033199635; 3015633092; 4002988143; 3010576976; 3015509664; 3018805856; 4008607614; 3033198485; 3006599423; 4046170710; 4018960946; 4018495655; 3028847480; 3018749560; 3033198798; 4045536685; 3001664950; 4003921533; 4003242517; 3017217092; 4006241441; 4023237469; 4019509414; 3005993669; 4004305555; 3006599610; 3007076601; 3013379371; 3033199386; 4020491430; 3017405174; 4013950920; 3033199215	PO Box 630872 CINCINNATI, OH 45263-0872	Electric/Natural Gas	2,943.00
Auburn Water Works Board	42873-10046770	1501 W SAMFORD AVE WATER WORKS BOARD AUBURN, AL 36832-6327	Sewer/Water/Trash	52.50

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Augusta Utilities Department	15-1304.301	P.O. Box 1457 AUGUSTA, GA 30903-1457	Sewer/Water/Trash	52.00
AW Billing Service LLC	942428; 1005010	4431 North Dixie Highway BOCA RATON, FL 33431	Sewer/Water/Trash	28.50
BC Hydro	8778 014; 8919 090; 8292 476; 8023 847; 8418 562; 9032 046; 5942 667; 9032 044; 5905 396; 8098 031; 1 0141 473; 9631 632; 8303 962; 9136 759; 9558 301; 5905 429; 8016 975; 5905 438; 8015 771; 9247 973; 5905 411	P.O. Box 9501 Station Terminal VANCOUVER, BC V6B 4N1	Electric/Natural Gas	10,020.00
BCE Nexxia Corporation Summary - 1821	40598 Cash Money Cheque Cashing Inc40598 SUM; 40598 CCFI40598 SUM; 40598 SUM40598 SUM	1821 WALDEN OFFICE SQUARE STE 400 SCHAUMBURG, IL 60173	Telecom	9,613.50
BCM One - 23384	155076	PO Box 23384 NEW YORK, NY 10087-3384	Telecom	120.50
Beaufort-Jasper Water & Sewer Authority	211240	6 Snake Rd OKATIE, SC 29909-3937	Sewer/Water/Trash	16.50
Beauregard Elec. Cooperative Inc. (BECI)	131564002	P.O. Drawer 970 DERIDDER, LA 70634	Electric/Natural Gas	285.50
Bell Aliant - 2226	5640319 9	PO BOX 2226 STN CENTRAL RPO HALIFAX, NS B3J 3C7	Telecom	7.50
Bell Aliant - 5555	1241651 7	PO BOX 5555 ST JOHN, NB E2L 4V6	Telecom	171.50
Bell Canada - 1550	010 142 1207; 905 898 1856; 010 139 1109; 010 139 1442; 010 816 3088; 010 816 3499; 010 816 3458; 010 816 3505; 416 744 6192	PO BOX 1550 NORTH YORK, ON M3C 3N5	Telecom	201.50
Bell Canada - 3250	8455200600238504; 8455200600242613; 8455200600242530; 8455200600249147	PO BOX 3250 STATION DON MILLS NORTH YORK, ON M3C 4C9	Telecom	25.50
Bell Canada - 3650	511903886; 533488817; 533495299; 532711441; 544831795; 531320880; 526715136; 526858124; 533639411; 533563010; 534209465; 530396393; 532166449; 537276059; 537569935; 537414977; 526200618; 526200428; 527402296; 522843356; 524756297; 531463376; 512798187; 512798152; CASH-ONTOR-CE14; CASH-ABEDM-CE14; CASH-ABEDM-CE11; CASH-BCVAN-CE2; CASH-BCVAN-CE1; CASH-BCKEL-CE1; CASH-BCKAM-CE1; CASH-BCBUR-CE1; CASH-ABRED-CE1; CASH-ABCAL-CE6; CASH-NSHAL-CE2; CASH-NSDAR-CE2; CASH-ONSUD-CE2; CASH-ONKIT-CE1; CASH-ONHAM-CE7; CASH-ONETO-CE1; CASH-ONBRA-CE9; CASH-ONBRA-CE8; CASH-	PO BOX 3650 STATION DON MILLS TORONTO, ON M3C 3X9	Telecom	82,446.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	<p>ONBAY-CE2; CASH-ONBAY-CE1; CASH-ONTOR-CE16; CASH-ONTOR-CE15; CASH-ONSTC-CE1; CASH-ONOSH-CE2; CASH-ONKIT-CE2; CASH-ONHAM-CE2; CASH-ONETO-CE3; CASH-ONBRAN-CE2; CASH-MBWIN-CE4; CASH-ABCAL-CE7; CASH-BCNEW-CE1; CASH-BCVIC-CE2; CASH-BCNAM-CE1; CASH-SKREG-CE2; CASH-ABMED-CE1; CASH-ABCAL-CE5; CASH-ONTOR-CE3; CASH-SKSAS-CE1; CASH-ABLET-CE1; CASH-ABCAL-CE2; CASH-ONTOR-CE7; CASH-ONSCA-CE2; CASH-ONOSH-CE5; CASH-ONHAM-CE6; CASH-ONCAM-CE3; CASH-ONTOR-CE2; CASH-ONTOR-CE19; CASH-ONTHU-CE1; CASH-ONSTO-CE1; CASH-ONSCA-CE8; CASH-ONSCA-CE4; CASH-ONMIS-CE4; CASH-ONKIN-CE1; CASH-ONGUE-CE1; CASH-ONETO-CE5; CASH-ONETO-CE2; CASH-ONCHA-CE1; CASH-ONBRA-CE12; CASH-SKSAS-CE2; CASH-ONDOW-CE1; CASH-SKREG-CE1; CASH-SKPRI-CE1; CASH-ABEDM-CE13; CASH-ABCAL-CE8; CASH-NFSTJ-CE2; CASH-NFSTJ-CE1; CASH-BCVER-CE1; CASH-BCVAN-CE6; CASH-BCVAN-CE5; CASH-BCSUR-CE2; CASH-BCABB-CE1; CASH-ABCAL-CE4; CASH-NBLOW-CE1; CASH-ONTHU-CE2; CASH-ONCAM-CE4; CASH-ONBUR-CE2; CASH-ONOTT-CE7; CASH-ONNOR-CE2; CASH-ONNEW-CE1; CASH-ONLON-CE2; CASH-ONHAM-CE3; CASH-NSHAL-CE1; CASH-ONTOR-CE30; CASH-ONSCA-CE11; CASH-ONLON-CE1; CASH-ONKING-CE5; CASH-ONCAM-CE2; CASH-ONBRAN-CE1; CASH-BCCHI-CE1; CASH-ONWIN-CE1; CASH-ONWES-CE1; CASH-ONSAU-CE1; CASH-ONSAR-CE1; CASH-ONPET-CE1; CASH-ONOTT-CE5; CASH-ONOTT-CE2-S; CASH-ONORI-CE1; CASH-ONNOR-CE1; CASH-ONNIA-CE2; CASH-ONBRA-CE3-S; CASH-ONBEL-CE1; CASH-ONBAR-CE2; CASH-SKMOO-CE1; CASH-MBWIN-CE2; CASH-BCRIC-CE1; CASH-BCMAP-CE1; CASH-ONTOR-CE25; CASH-ABCAL-CE9; CASH-ONWST-CE1; CASH-ONWIN-CE4; CASH-ONWHI-CE1; CASH-ONTOR-CE5; CASH-ONTOR-CE4; CASH-ONTOR-CE17; CASH-ONTOR-CE10; CASH-ONSTT-CE1; CASH-ONSCA-CE9; CASH-ONMIS-CE6; CASH-ONHAM-CE5; CASH-ONBRA-CE11; CASH-ONBRA-CE1; CASH-ONBAR-CE1; CASH-MBWIN-CE3; CASH-ONTOR-CE24; CASH-ABEDM-CE9; CASH-ABEDM-CE12; CASH-ONOTT-CE10; CASH-ONKIT-CE3; CASH-SKSAS-CE3; CASH-BCSUR-CE3; CASH-BCNOR-CE1; CASH-BCDUN-CE1; CASH-BCCOU-CE1; CASH-NSDAR-CE1; CASH-ONTOR-CE23; CASH-ONTHU-CE3; CASH-ONSTC-CE2; CASH-ONSCA-CE7; CASH-ONOTT-CE12; CASH-ONHAM-CE1; CASH-ONGUE-CE5; CASH-ONGUE-CE3; CASH-ONBRA-CE10; CASH-ONTOR-CE13; CASH-ONBAR-CE3; CASH-ONWOO-CE1; CASH-ONWEL-CE1; CASH-BCPOR-CE1; CASH-ONRIC-CE1; CASH-ONOTT-CE6; CASH-ONOTT-CE4; CASH-ONLON-CE4; CASH-ONHAM-CE4; CASH-ONGUE-CE6; CASH-ONETO-CE4; CASH-ONBRA-CE2; CASH-MBWIN-CE1; CASH-ONNEW-CE2; CASH-NBDIE-CE1; CASH-ONTOR-CE21; CASH-ONTOR-CE12; CASH-ONOTT-CE11; CASH-ABEDM-CE6; CASH-ONTOR-CE20; CASH-ONTOR-CE18; CASH-ONTOR-CE11; CASH-ONSCA-CE10; CASH-ONPIC-CE2; CASH-ONOTT-CE8; CASH-ONORL-CE1; CASH-ONOAK-CE1; CASH-ONBRA-CE5; CASH-BCVIC-CE1; CASH-ABCAL-CE3; CASH-ABLET-CE2; CASH-ABEDM-CE5; CASH-ONBAR-CE4; CASH-ONSCA-</p>			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	CE5; CASH-ONSCA-CE3; CASH-ONOSH-CE4; CASH-ABEDM-CE7; CASH-ONMIS-CE5; CASH-ABEDM-CE3; CASH-ONWIN-CE3; CASH-ONWIN-CE2; CASH-ONTOR-CE9; CASH-ONTOR-CE8; CASH-ONSUD-CE1; CASH-ONSCA-CE6; CASH-ONSCA-CE1; CASH-ONRIC-CE2; CASH-ONOSH-CE6; CASH-ONMIS-CE3; CASH-ONLON-CE3; CASH-ONCAM-CE1; CASH-ONAJA-CE1; CASH-ONBUR-CE1; CASH-BCSUR-CE1; CASH-ABEDM-CE8; CASH-ABEDM-CE2; CASH-ONNIA-CE1; CASH-ONMIS-CE2; CASH-BCLAN-CE1; CASH-ABEDM-CE15; CASH-ABEDM-CE1; CASH-ABCAL-CE1; CASH-ONBRA-CE4			
Bell Canada - 9000	905 624 9849 (907); 613 726 0672 (427); 905 898 1856 (487); 416 285 4781 (609); 416 585 7872 (615); 905 522 5242 (613); 416 658 6204 (366); 905 895 9598 (398); 905 456 8764 (396); 416 757 3880 (488); 416 675 2172 (243); 905 545 8362 (363); 416 922 4413 (387); 905 438 0486 (250); 613 565 2274; 010 701 7632 (975); 416 285 0344 (471); 416 767 2274 (050); 613 828 2274 (613); 416 261 6040 (216); 905 371 1181 (477)	PO BOX 9000 NORTH YORK, ON M3C 2X7	Telecom	1,410.50
Bell Canada Summary - 5115	250495-1152; 780638-0975; 780638-0972; 604538-3701; 403543-4242; 780638-0976; 780638-0974; 780638-0973; 780638-0971; 780477-8249; 780423-0110; 780421-8489; 780421-8488	5115 CREEKBANK ROAD FLOOR 2, COPY ROOM 2A MISSISSAUGA, ON L4W 5R1	Telecom	509.00
Bell MTS Inc. - 7500	2177 256 1	PO BOX 7500 WINNIPEG, MB R3C 3B5	Telecom	54.00
Bessemer Utilities	127221	Box 1246 BESSEMER, AL 35021	Sewer/Water/Trash	101.50
B-L Utilities Department	00007144	PO Box 2329 BATESBURG-LEESVILLE, SC 29070-0329	Sewer/Water/Trash	23.50
Black Hills Energy	7330 W 33rd St Suite 1167164 5760 04; 7330 W 33rd St - STE 1147164 5760 04; 3615 N Ridge Rd9701 3927 24; 3807 9262 52; 7330 W 33rd St.-STE 1187164 5760 04; 7330 W 33rd St-Ste 1207164 5760 04	PO Box 7966 CAROL STREAM, IL 60197-7966	Electric/Natural Gas	873.50
Blue Grass Energy	1064247002	P.O. Box 990 NICHOLASVILLE, KY 40340	Electric/Natural Gas	160.00
Bluewater Power Distribution Corporation	2011329; 2011328	PO Box 2140 SARNIA, ON N7T 7L6	Electric/Natural Gas	726.00
Board of Public Works-Gaffney, SC	34157002	P.O. Box 64 GAFFNEY, SC 29342	Sewer/Water/Trash	209.00
Bolivar Energy Authority	000068-111117	P.O. Box 188 BOLIVAR, TN 38008	Electric/Natural Gas	127.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Bolivar Utility Department, TN	2-2451-1	115 N Washington St BOLIVAR, TN 38008-2311	Sewer/Water/Trash	50.50
Bowling Green Municipal Utilities	105127	PO BOX 10360 BOWLING GREEN, KY 42102-0360	Electric/Natural Gas	75.00
BrightRidge	214513002; 129623003; 129623005; 139381004; 214714001	P.O. Box 2058 JOHNSON CITY, TN 37605	Electric/Natural Gas	247.50
Brightspeed - 6102	313109438	PO BOX 6102 CAROL STREAM, IL 60179	Telecom	10.00
Bristol Tennessee Essential Services	36175-001	P.O. Box 549 BRISTOL, TN 37621-0549	Electric/Natural Gas	149.50
Brownsville Public Utilities Board	628225	PO BOX 660566 DALLAS, TX 75266-0566	Sewer/Water/Trash	165.00
Brownsville Utilities Department	205726-008392; 205622-106221	P.O. Box 424 Utilities Department BROWNSVILLE, TN 38012	Electric/Natural Gas	318.50
Bryan Texas Utilities (BTU)	2301561	P.O. Box 8000 BRYAN, TX 77805	Electric/Natural Gas	152.50
Burlington Hydro-Electric Commission	112492-0023600	PO Box 4378 Stn A TORONTO, ON M5W 3R1	Electric/Natural Gas	192.00
Canton Municipal Utilities	208012-111153	P.O. Box 114 CANTON, MS 39046	Electric/Natural Gas	85.00
Cawood Water District	C-3737	P.O. Box 429 CAWOOD, KY 40815	Sewer/Water/Trash	26.00
CenterPoint Energy/1325/4981/2628	6225440-4; 2832638-7; 7384302-1; 3035236-3; 6401155943-8; 6402781072-6; 8863639-4; 10200375-3; 2735699-7; 2948937-4; 6400189205-4; 3000566-4; 5078875-1; 9230876-6; 2680727-1	P.O. Box 4981 HOUSTON, TX 77210-4981	Electric/Natural Gas	779.50
CenterPoint Energy/1423	02-600528230-5213618 9; 02-600528230-5816002 3; 02-600528230-5801260 2; 02-600528230-5060630 8; 02-600528230-5438369 3; 02-600528230-5729688 9	PO Box 1423 HOUSTON, TX 77251-1423	Electric/Natural Gas	421.00
CenterPoint Energy/2006	01-300147825-1152078 2	PO Box 2006 HOUSTON, TX 77252-2006	Electric/Natural Gas	57.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
CenturyLink - 2961	333240308; 310288542	PO BOX 2961 PHOENIX, AZ 85062-2961	Telecom	102.50
CenturyLink Summary - 52187	5-BSKC3CBQ CCF15-BSKC3CBQ SUM; BFJL92975-BSKC3CBQ SUM; BFDN34225-BSKC3CBQ SUM; BFDN94745-BSKC3CBQ SUM; 4418524595- BSKC3CBQ SUM; 5-BSKC3CBQ SUM5-BSKC3CBQ SUM	PO BOX 52187 PHOENIX, AZ 85072-2187	Telecom	39,343.00
Charleston Water System	085892-06-5; 085058-07-1	P.O. Box 568 CHARLESTON, SC 29402-0568	Sewer/Water/Trash	96.50
Charter Communications - 60074	8260 14 046 1239941	PO BOX 60074 CITY OF INDUSTRY, CA 91716-0074	Telecom	63.50
Charter Communications - 6030	8363 21 150 0175143; 8348 10 009 0306558	PO BOX 6030 CAROL STREAM, IL 60197-6030	Telecom	100.00
Charter Communications - 94188	8336 10 065 0062827; 8353 70 022 0472709; 8312 10 085 0510938; 8354 10 001 5058293	PO BOX 94188 PALATINE, IL 60094	Telecom	246.00
Charter Communications SUM - 223085	174659401174117101 SUM; 174597501174117101 SUM; 174691501174117101 SUM; 172404701174117101 SUM; 172404601174117101 SUM; 172361301174117101 SUM; 174117101 SUM174117101 SUM	PO BOX 223085 PITTSBURGH, PA 15251-2085	Telecom	879.00
Chattanooga Gas Company/5408	1260803139; 8397881141; 0761902201	PO Box 5408 CAROL STREAM, IL 60197-5408	Electric/Natural Gas	276.50
Chester County Natural Gas	2019001-002	PO Box 220 CHESTER, SC 29706- 0220	Electric/Natural Gas	7.00
Chester Metropolitan District	45-00313-00	P.O. Box 550 CHESTER, SC 29706- 0550	Sewer/Water/Trash	32.00
Citizens Energy Group/7056	4866920000; 0874730000	PO Box 7056 INDIANAPOLIS, IN 46207-7056	Electric/Natural Gas	136.00
City Light Gas & Water	15221002	P.O. Box 40 KENNET, MO 63857	Electric/Natural Gas	200.50
City Maple Ridge, BC	219689	11995 HANEY PLACE MAPLE RIDGE, BC V2X 6A9	Sewer/Water/Trash	44.50
City of Aiken, SC	75375-19674; 73701-26706	P.O. Box 1608 AIKEN, SC 29802- 1608	Sewer/Water/Trash	59.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Alexander City, AL	005743-001	281 James D Nabors Drive ALEXANDER CITY, AL 35010	Sewer/Water/Trash	247.50
City of Alexandria, LA	195447-132162; 195447-132164	PO Box 1925 ALEXANDRIA, LA 71306	Sewer/Water/Trash	130.50
City of Alice, TX	222-118301-01	P.O. Box 3229 ALICE, TX 78333	Sewer/Water/Trash	42.50
City of Altus, OK (Altus Power)	20-1740-03	509 S Main St ALTUS, OK 73521	Sewer/Water/Trash	93.50
City of Americus, GA	231692	PO Box 930139 ATLANTA, G 31193-0139	Sewer/Water/Trash	31.50
City of Athens Utilities	337-01995-01	PO Box 748222 ATLANTA, GA 30374-8222	Sewer/Water/Trash	186.00
City of Austin, TX	25723 20000; 77036 50000; 74644 21448	PO Box 2267 AUSTIN, TX 78783- 2267	Electric/Natural Gas	425.00
City of Baker, LA	12243710-001	P.O. Box 707 BAKER, LA 70704- 0707	Sewer/Water/Trash	48.00
City of Barnwell, SC	002068	P.O. Box 776 BARNWELL, SC 29812-0776	Sewer/Water/Trash	56.00
City of Bartlesville, OK	00009421-06	P.O. Box 2102 LOWELL, AR 72745-2102	Sewer/Water/Trash	42.00
City of Batesville, MS	192023570	P.O. Box 689 BATESVILLE, MS 38606	Sewer/Water/Trash	20.50
City of Beaumont, TX	000265995-000273834	P.O. Box 521 BEAUMONT, TX 77704	Sewer/Water/Trash	4.50
City of Bedford, TX	17008909-003	PO Box 737624 DALLAS, TX 75373-7624	Sewer/Water/Trash	29.50
City of Beeville, TX	63-1750-01	400 North Washington BEEVILLE, TX 78102	Sewer/Water/Trash	52.00
City of Belleville, ON - Water Cust Svc	061 61404 026	PO Box 939 BELLEVILLE, ON K8N 5B6	Sewer/Water/Trash	37.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Bennettsville, SC	38123-10785	P.O. Box 1036 BENNETTSVILLE, SC 29512-1036	Electric/Natural Gas	110.50
City of Bloomington - 801214	109238-111150	P.O. Box 3157 BLOOMINGTON, IL 61702-5216	Sewer/Water/Trash	20.50
City of Boonville, MO	03-5100-05	1200 LOCUST BOONVILLE, MO 65233-1358	Sewer/Water/Trash	37.50
City of Brantford, ON	92003263/80240900	PO Box 515 BRANTFORD, ON N3T 6L6	Sewer/Water/Trash	22.50
City of Brewton Utilities AL	8996	P.O. Box 368 BREWTON, AL	Electric/Natural Gas	69.00
City of Bristol, TN	300-0543-03	P.O. Box 1348 BRISTOL, TN 37621-1348	Sewer/Water/Trash	20.50
City of Cambridge, ON	71259	Tax and Water Division PO Box 427 CAMBRIDGE, ON N1R 5W8	Sewer/Water/Trash	74.00
City of Camden, SC	056-0691-04; 002-0380-00	PO Box 7002 CAMDEN, SC 29021-7002	Electric/Natural Gas	380.00
City of Chattanooga, TN	004030378-01; 000056994-01	PO Box 591 CHATTANOOGA, TN 37401-0591	Sewer/Water/Trash	24.50
City of Clanton, AL	01 0663	P.O. Box 580 Water & Sewer Department CLANTON, AL 35046	Electric/Natural Gas	13.50
City of Columbia, MO	00189321-0142434	P.O. Box 1676 Finance Department COLUMBIA, MO 65205	Sewer/Water/Trash	308.00
City of Columbia, MS	011520002	201 2nd Street COLUMBIA, MS 39429	Sewer/Water/Trash	42.00
City of Columbia, SC - Water	01-30903925-1002029-8; 01-31200566-1002464-9	P.O. Box 7997 Water Billing Department COLUMBIA, SC 29202-7997	Sewer/Water/Trash	31.00
City of Commerce, GA	28-02800-05	PO Box 499 COMMERCE, GA 30529	Electric/Natural Gas	101.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Cookeville, TN	137149; 68075; 44608; 205244	P.O. Box 998 Customer Service Dept COOKEVILLE, TN 38503	Sewer/Water/Trash	274.50
City of Corpus Christi/659880	20334837	PO Box 659880 SAN ANTONIO, TX 78265-9143	Sewer/Water/Trash	55.50
City of Corsicana, TX	024-0000260-004	200 North 12th Street CORSICANA, TX 75110	Sewer/Water/Trash	33.50
City of Covington, GA	00046528	P.O. Box 1527 COVINGTON, GA 30210	Sewer/Water/Trash	257.50
City of Covington, TN	022-9220-02; 022-9240-05; 024-8113-03; 012-4550-04; 012-4570-04	P.O. Box 768 COVINGTON, TN 38019	Sewer/Water/Trash	177.00
City of Cullman Water Sewer & Sanitation	16298	PO Box 1738 CULLMAN, AL 35056-1738	Sewer/Water/Trash	67.50
City of Dallas, TX	100983843; 100566522	CITY HALL 2D South DALLAS, TX 75277	Sewer/Water/Trash	82.00
City of Danville, KY	017060-001	PO Box 670 DANVILLE, KY 40423	Sewer/Water/Trash	12.50
City of Dayton, TN	1013563001	P.O. Box 226 Electric & Water Department DAYTON, TN 37321	Sewer/Water/Trash	113.50
City of Decatur, IL	39663400	PO Box 2578 DECATUR, IL 62525- 2578	Sewer/Water/Trash	46.00
City of Decherd, TN	5136	1301 W Main St DECHERD, TN 37324-3609	Sewer/Water/Trash	18.00
City of Dekalb, IL	1902090270-02	164 E Lincoln Hwy DEKALB, IL 60115	Sewer/Water/Trash	105.00
City of Del City, OK	28-1553-00	P.O. Box 15177 DEL CITY, OK 73155-5177	Sewer/Water/Trash	21.50
City of Denham Springs, LA	12161	PO Box 1629 DENHAM SPRINGS, LA 70727-1629	Sewer/Water/Trash	39.00
City of Denton, TX	4060206-06	PO BOX 660150 UTILITIES DALLAS TX, 75266-0150	Electric/Natural Gas	96.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Edinburg, TX	08-4007-01	P.O. Box 1169 EDINBURG, TX 78540	Sewer/Water/Trash	15.00
City of El Campo Utilities	01-0860-02	315 East Jackson EL CAMPO, TX 77437	Sewer/Water/Trash	111.50
City of Elizabethton, TN (Water/Sewer)	024-000900-07	136 South Sycamore Street Utility Billing Division ELIZABETHTON, TN 37643	Sewer/Water/Trash	35.00
City of Ennis, TX	20-0128-00	Box 220 ENNIS, TX 75120-0220	Sewer/Water/Trash	54.50
City of Florence, SC	05024100-406118; 18000893-424300; 37000187-455553	PO Box 63010 Utility and Licensing Div CHARLOTTE, NC 28263-3010	Sewer/Water/Trash	134.00
City of Fond Du Lac, WI	7481995589	PO BOX 830 FOND DU LAC, WI 54936-0830	Sewer/Water/Trash	83.50
City of Forest, MS	064880811	P.O. Box 298 Water & Sewer Dept FOREST, MS 39074	Sewer/Water/Trash	6.00
City of Fulton, MO	36-25523-000	P.O. Box 787 Municipal Utilities, City Hall FULTON, MO 65251	Electric/Natural Gas	106.00
City of Gainesville, GA	089613-000	PO Box 779 GAINESVILLE, GA 30501	Sewer/Water/Trash	4.50
City of Galesburg, IL	034639-001	P.O. Box 1589 GALESBURG, IL 61402-1589	Sewer/Water/Trash	17.50
City of Garland Utility Services	00182050-00004426; 00182050-00003407	P.O. Box 461508 GARLAND, TX 75046-1508	Sewer/Water/Trash	293.50
City of Georgetown, SC	37004060-003	P.O. Box 939 GEORGETOWN, SC 29442	Sewer/Water/Trash	125.00
City of Greenville, TX/GEUS - 2810	0301-041942-004	2810 Wesley St GREENVILLE, TX 75401-4159	Sewer/Water/Trash	232.00
City of Grenada, MS	00025764	P.O. Box 310 GRENADA, MS 38901	Sewer/Water/Trash	11.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Gulfport, MS	760028055-78233	PO Box 123643 DALLAS, TX 75312-3643	Sewer/Water/Trash	244.00
City of Hammond, LA	05048	P.O. Box 2788 HAMMOND, LA 70404-2788	Sewer/Water/Trash	17.00
City of Hartsville, SC	22389	P.O. Drawer 2467 HARTSVILLE, SC 29551-2467	Sewer/Water/Trash	43.50
City of Hattiesburg, MS/1897	22000-134328	P.O. Box 1897 Water Billing Office HATTIESBURG, MS 39403	Sewer/Water/Trash	24.00
City of Hillsboro, IL	42926000	447 S Main St HILLSBORO, IL 62049-1454	Sewer/Water/Trash	27.50
City of Hillsboro, TX	004-0006500-002	P.O. Box 568 HILLSBORO, TX 76645	Sewer/Water/Trash	50.50
City of Hohenwald, TN	0014-40416-003	118 W Linden Ave HOHENWALD, TN 38462	Sewer/Water/Trash	59.50
City of Jackson, AL	13691	P.O. Box 1096 Waterworks & Sewer Board JACKSON, AL 36545-1096	Sewer/Water/Trash	39.00
City of Joliet, IL	190507-352500	150 W Jefferson St Municipal Services JOLIET, IL 60432-4148	Sewer/Water/Trash	18.00
City of Joplin, MO	126565-720145	Attn: Utility Billing 602 S Main St JOPLIN, MO 64801-2606	Sewer/Water/Trash	20.00
City of Kingsport, TN	125432-63076	PO Box 880 KINGSPORT, TN 36772-0880	Sewer/Water/Trash	12.00
City of Kitchener, ON	110132664; 110078956	PO BOX 1113 FINANCE DEPT, REVENUE DIVISION KITCHENER, ON N2G 4R6	Sewer/Water/Trash	249.00
City of Lafayette, IN	525651-56100030	P.O. Box 1688 LAFAYETTE, IN 47902-1688	Sewer/Water/Trash	11.50
City of LaGrange, GA	41290475-8; 10010009-17	PO Box 4410 LA GRANGE, GA 30241-0088	Sewer/Water/Trash	322.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Laredo Utilities	001081522-000536506	PO Box 6548 LAREDO, TX 78042	Sewer/Water/Trash	5.50
City of Laurel, MS - Public Utility	19-10493-02	P.O. Box 647 LAUREL, MS 39441	Sewer/Water/Trash	48.00
City of Lawrenceville, GA	4151470	P.O. Box 2200 LAWRENCEVILLE, GA 30046	Sewer/Water/Trash	137.50
City of Lawton, OK	00050006-5126808	212 SW 9th St Revenue Services Division LAWTON, OK 73501-3944	Sewer/Water/Trash	42.00
City of Lebanon, MO	07-1225-01	PO Box 111 LEBANON, MO 65536	Sewer/Water/Trash	254.50
City of Lebanon, TN	098-01050-00	200 Castle Heights Ave N STE 117 LEBANON, TN 37087-2740	Sewer/Water/Trash	27.50
City of Lethbridge, AB	A00890343	910 - 4 Avenue South LETHBRIDGE, AB T1J 0P6	Sewer/Water/Trash	1,027.00
City of Lufkin, TX	78167-44416	P.O. Box 190 Utility Division LUFKIN, TX 75902	Sewer/Water/Trash	26.00
City of Marshall, TX	019-0001380-032	P.O. Box 698 MARSHALL, TX 75671	Sewer/Water/Trash	29.00
City of McHenry - 333	01-103637260-01	333 South Green St MCHENRY, IL 60050	Sewer/Water/Trash	27.00
City of Medicine Hat	517181-1068938	580 - 1st Street SE MEDICINE HAT, AB T1A 8E6	Sewer/Water/Trash	82.00
City of Mesquite, TX	186400231-107204	P.O. Box 850287 Utilities MESQUITE, TX 75185-0287	Sewer/Water/Trash	26.50
City of Monroe, LA	04229	P.O. Box 1743 MONROE, LA 71210	Sewer/Water/Trash	4.50
City of Mt. Pleasant, TX	061-0610497-001	501 North Madison MOUNT PLEASANT, TX75455	Sewer/Water/Trash	47.50
City of Muskogee, OK	7293-121428	P.O. Box 1927 Water Department MUSKOGEE, OK 74402	Sewer/Water/Trash	84.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Myrtle Beach, SC	2-038-44720-04	PO Box 2468 MYRTLE BEACH, SC 29578-2468	Sewer/Water/Trash	9.00
City of Nacogdoches, TX	816107-003	PO Box 635030 NACOGDOCHES, TX 75963-5030	Sewer/Water/Trash	66.00
City of New Westminster, BC	107296-00	511 Royal Avenue NEW WESTMINSTER, BC V3L 1H9	Sewer/Water/Trash	118.50
City of Newberry, SC	28671030096	P.O. Drawer 538 NEWBERRY, SC 29108	Sewer/Water/Trash	5.00
City of Niagara Falls, ON	036 11142 013	P.O. Box 1023 4310 Queen Street NIAGRA FALLS, ON L2E 6X5	Sewer/Water/Trash	78.00
City of North Bay, ON	27955-38818	P.O. Box 360 200 McIntyre St East NORTH BAY, ON P1B 8H8	Sewer/Water/Trash	31.00
City of Northport AL	72986	PO Box 748002 ATLANTA, GA 30374-8002	Sewer/Water/Trash	5.50
City of Oklahoma City, OK	250102201148	PO BOX 26570 OKLAHOMA CITY, OK 73126-0571	Sewer/Water/Trash	17.50
City of Okmulgee, OK	2338-45280	P.O. Box 250 OKMULGEE, OK 74447-0250	Sewer/Water/Trash	63.50
City of Olive Branch, MS	10000280-22936	9200 Pigeon Roost Ave OLIVE BRANCH, MS 38654	Sewer/Water/Trash	43.50
City of Opelousas, LA	42-0690-02	P.O. Box 1879 OPELOUSAS, LA 70571	Sewer/Water/Trash	28.00
City of Orillia, ON	WS 506170.03	50 Andrew St South ORILLA, ON L3V 7T5	Sewer/Water/Trash	93.00
City of Ozark, AL	29849	P.O. Box 1125 Utilities Board Ozark, AL 36361-1125	Sewer/Water/Trash	19.50
City of Pekin, IL	020890-001	111 S Capitol St Wastewater Division Pekin, IL 61555	Sewer/Water/Trash	3.50
City of Pell City, AL	23256	PO Box 23434 Tampa, FL 33623	Sewer/Water/Trash	273.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Port Lavaca, TX	11-5608-01	202 N VIRGINIA ST PORT LAVACA, TX 77979	Sewer/Water/Trash	34.50
City of Quincy	39657-33694	Attn: City Treasurer 730 Maine Street QUINCY, IL 62301	Sewer/Water/Trash	12.50
City of Rock Falls, IL	28-00640-06	603 West 10th St ROCK CITY, IL 61071	Sewer/Water/Trash	117.00
City of Rock Hill, SC	1243280; 2640080; 1243290	PO BOX 63039 CHARLOTTE, NC 28263-3039	Sewer/Water/Trash	296.00
City of Sallisaw, OK	108.2070.00.02	P.O. Box 525 SALLISAW, OK 74955-0525	Sewer/Water/Trash	105.50
City of San Marcos, TX	00030172-03	636 E Hopkins Utility Customer Service Div SAN MARCOS, TX 78666-6397	Sewer/Water/Trash	58.00
City of Saskatoon, SK	102637901; 102628146	P.O. Box 7030 Treasurers Office-Utilities Division SASKATOON, SK S7K 8E3	Sewer/Water/Trash	920.50
City of Savannah, GA	002044	PO Box 1968 Revenue Dept SAVANNAH, GA 31402-1968	Sewer/Water/Trash	104.50
City of Seguin, TX	0459-23068-002	P.O. Box 591 SEGUIN, TX 78156-0591	Sewer/Water/Trash	45.00
City of Senatobia, MS	05-0013508	P.O. Box 1020 SENATOBIA, MS 38668	Sewer/Water/Trash	30.00
City of Sevierville, TN	105-11400-07	P.O. Box 5500 SEVIERVILLE, TN 37864	Sewer/Water/Trash	17.50
City of Shreveport, LA - 30065	55-177488719-6	P.O. Box 30065 SHREVEPORT, LA 71153	Sewer/Water/Trash	21.50
City of Slidell, LA	047-005377-01	PO BOX 828 SLIDELL, LA 71459-0828	Sewer/Water/Trash	27.00
City of St Peters, MO	82348405; 82349201	PO Box 9 SAINT PETERS, MO 63376	Sewer/Water/Trash	41.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Sulphur Springs, TX	090-0000599-012	125 South Davis Street SULPHUR SPRINGS, TX 75482	Sewer/Water/Trash	59.50
City of Sumter, SC	0150520-009; 0230235-007	P.O. Box 310 SUMTER, SC 29151-0310	Sewer/Water/Trash	52.00
City of Temple, TX	36895-316	PO Box 878 TEMPLE, TX 76503-0878	Sewer/Water/Trash	53.00
City of Thomasville - AL	1004048-00; 1001110-00	P.O. Box 127 THOMASVILLE, AL 36784	Sewer/Water/Trash	74.50
City of Thomson, GA	0600638003	P.O. Box 1017 THOMSON, GA 30824	Sewer/Water/Trash	16.50
City of Troy, AL	41-17480-03	P.O. Box 549 TROY, AL 36081-0549	Sewer/Water/Trash	236.50
City of Tyler, TX	106321-24608	PO Box 336 Tyler Water Utilities TYLER, TX 75710-0336	Sewer/Water/Trash	44.50
City of Vernon, BC	121520	3400-30th St VERNON, BC V1T 5E6	Sewer/Water/Trash	123.00
City of Vicksburg, MS	20455.00 98	P.O. Box 58 VICKSBUR, MS 39181-0058	Sewer/Water/Trash	93.50
City of Victoria, TX	015008500; 021044702	P.O. Box 1279 Utility Billing Office VICTORIA, TX 77902	Sewer/Water/Trash	41.00
City of Walterboro, SC	8598	300 Hampton St WALTERBORO, SC 29488-3949	Sewer/Water/Trash	19.00
City of Waynesboro, MS	060350010	714 Wayne Street Water Department WAYNESBORO, MS 39367	Sewer/Water/Trash	17.00
City of Weslaco, TX	01-0780-05	255 South Kansas Avenue Water Dept WESLACO, TX 78596-6158	Sewer/Water/Trash	27.50
City of West Monroe, LA	29509-1036445	2305 North 7th Street WEST MONROE, LA 71291-5299	Sewer/Water/Trash	15.00
City of West Plains, MO	252-82574-01	PO Box 710 WEST PLAINS, MO 65775	Sewer/Water/Trash	139.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
City of Winnipeg, MB	77033000009; 98824100006	112 - 1199 Pacific Ave Water & Waste Dept WINNIPEG, MB R3E 3S8	Sewer/Water/Trash	331.00
City of York, SC	113729	P.O. Box 500 YORK, SC 29745	Sewer/Water/Trash	30.00
City Utilities (Fort Wayne, IN)	035202700030693	PO Box 4632 CAROL STREAM, IL 60197-4632	Sewer/Water/Trash	9.00
City Utilities Commission (Corbin, KY)	0013-09920-010	PO Box 1350 CORBIN, KY 40702-1350	Electric/Natural Gas	100.00
City Utilities of Springfield, MO	0907100010	P.O. Box 551 SPRINGFIELD, MO 65801-0551	Electric/Natural Gas	156.00
City Water Light & Power, Springfield IL	035492250-00060178; 035492260-00060178	300 S 7th St Rm 101 Attn: Cashiers Office SPRINGFIELD, IL 62757-0001	Electric/Natural Gas	180.00
Claiborne County Utility Dist TN	0003-01935-004	P.O. Box 606 NEW TAZEWELL, TN 37824		50.00
Clarksville Department of Electricity	271610-002	PO Box 31509 CLARKSVILLE, TN 37040	Sewer/Water/Trash	24.00
Clarksville Gas & Water Department	008-0924.503; 008-0113.303	PO Box 31329 CLARKSVILLE, TN 37040-0023	Sewer/Water/Trash	231.50
Clayton County Water Authority	10466208	PO Box 117195 ATLANTA, GA 30368-7195		46.50
Cleco Power LLC	200003313182; 200003312960; 200002347025; 200001238712; 200003312770; 200003312556; 200003399249	1010 W Mockingbird Ln Ste 100 Lockbox 660228, FirstData-Remitco DALLAS, TX 75266	Electric/Natural Gas	643.00
Cleveland Utilities	225665-059759; 225668-059759; 200318-100283	P.O. Box 2730 CLEVELAND, TN 37320-2730	Electric/Natural Gas	153.00
Clinton Newberry Natural Gas Auth	000511005102	PO Box 511 CLINTON, SC 29325	Electric/Natural Gas	29.50
Clinton Utilities Board TN	200743-100714	P.O. Box 296 CLINTON, TN 37717	Electric/Natural Gas	107.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Coast Electric Power Association	3063541-001; 3063541-003; 3063541-004	PO Box 2153, Dept 1340 BIRMINGHAM, AL 35287-1340	Electric/Natural Gas	438.50
Columbia Gas of Kentucky	15703795 001 000 5; 15703795 005 000 1; 15703795 004 000 2	PO Box 4660 CAROL STREAM, IL 60197-4660	Electric/Natural Gas	320.00
Columbia Power & Water Systems (CPWS)	264614; 168137	P.O. Box 379 COLUMBIA, TN 38402-0379	Electric/Natural Gas	360.00
Columbus Light and Water Dept.	211243-124464	P.O. Box 22806 JACKSON, MS 39225-2806	Electric/Natural Gas	246.50
Columbus Water Works	0021890	PO Box 1600 COLUMBIS, GA 31902-1600	Sewer/Water/Trash	11.00
Comcast - 4089	8771 20 032 1540003	PO Box 4089 CAROL STREAM, IL 60197-4089	Telecom	235.50
Comcast - 70219	8529 20 119 1095420; 8771 30 032 2670153; 8529 20 065 0610166; 8771 20 168 0640244; 8529 20 086 7615008; 8771 30 001 2529446; 8771 30 001 2695528; 8529 20 094 0041461; 8771 20 134 0156862; 8771 10 019 1939501; 8529 20 002 3101117	PO Box 70219 PHILADELPHIA, PA 19176	Telecom	956.50
Comcast - 71211	8220 10 001 0804016; 8220 11 601 2409232; 8396 52 203 2440503; 8396 51 206 0347720; 8396 51 172 1412485; 8396 12 001 0913920; 8396 50 004 2616122; 8396 52 168 0397858	PO Box 71211 CHARLOTTE, NC 28272-1211	Telecom	797.50
ComEd	1371147135; 3881635135; 0458138344; 2362018051; 4161035136; 3072481016; 7363514084; 3118457027; 1863163205; 2054610036; 8022635050; 0579069328; 6159185043	PO Box 6111 CAROL STREAM, IL 60197-6111	Electric/Natural Gas	1,457.00
Commissioners of Public Wks - Grnwood SC	001-4400-06	PO BOX 549 GREENWOOD, SC 29648	Electric/Natural Gas	211.00
Comwave Business Care - 61	CB7681-01	61 WILDCAT ROAD TORONTO, ON M3J 2P5	Telecom	89.50
Consolidated Waterworks District #1	01-18-0100994	P.O. Box 630 HOUMA, LA 70361	Sewer/Water/Trash	49.00
Corinth Gas & Water Dept	208526-108526	P.O. Box 1870 Gas & Water Department CORINTH, MS 38835- 1870	Sewer/Water/Trash	46.00
Covington Electric System	201612-101579; 203504-002804; 201613-101580	P.O. Box 488 COVINGTON, TN 38019	Electric/Natural Gas	333.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Cox Business - 650957	002 1001 094947001; 001 1001 092332001; 001 1001 094947001 CCFI001 1001 094947001 SUM; 079417901001 1001 094947001 SUM; 088867401001 1001 094947001 SUM; 086798701001 1001 094947001 SUM; 092332001001 1001 094947001 SUM; 001 1001 094947001 SUM001 1001 094947001 SUM; 066580702001 1001 094947001 SUM	PO BOX 650957 DALLAS, TX 75265-0957	Telecom	20,383.00
Cox Business - 919367	001 0110 092197501	PO BOX 919367 DALLAS, TX 75391-9367	Telecom	97.50
CPS Energy	300-1138-104; 300-2537-258; 300-3464-980; 300-4490-192; 300-1138-101; 300-3194-762; 300-5530-732; 300-1621-867; 300-2687-289; 300-4464-983; 300-4482-907	P.O. Box 2678 SAN ANTONIO, TX 78289-0001	Electric/Natural Gas	967.50
Creative Technology Partners SUM - 74841	862599056 SUM; OK000499056 SUM; OK0399056 SUM; IL0599056 SUM; AL000199056 SUM; AL002499056 SUM; TN802499056 SUM; GA441199056 SUM; GA002299056 SUM; HF105299056 SUM; H0399056 SUM; 440399056 SUM; 440899056 SUM; GA440799056 SUM; KY502699056 SUM; TX00899056 SUM; IL5199056 SUM; SC5899056 SUM; GA1899056 SUM; TX008699056 SUM; SC0199056 SUM; KY500299056 SUM; SC3399056 SUM; KY502799056 SUM; Heights Finance Holding Co.99056 SUM; TX7799056 SUM; 99056 SUM99056 SUM	PO BOX 748413 ATLANTA, GA 30374-8413	Telecom	3,436.50
Cullman Power Board	202653-102631	PO Box 1680 CULLMAN, AL 35056-0927	Electric/Natural Gas	123.50
Cullman-Jefferson Counties Gas District	48/18200-6	P.O. Box 399 CULLMAN, AL 35056-0399	Electric/Natural Gas	38.50
Dalton Utilities	0005316304	PO Box 117614 ATLANTA, GA 30368-7614	Electric/Natural Gas	118.00
Decatur Utilities, AL	98964001; 83521002	Box 2232 DECATUR, AL 35609- 2232	Electric/Natural Gas	391.00
Dekalb County/71224/105942	6616874	PO Box 71224 CHARLOTTE, NC 28272-1224	Electric/Natural Gas	75.50
Dekalb-Cherokee Counties Gas District	29154	1405 Gault Ave S FORT PAYNE, AL 35967	Electric/Natural Gas	70.50
Delta Natural Gas Co Inc	200012196818	PO Box 747108 PITTSBURGH, PA 15274-7108	Electric/Natural Gas	41.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
DEMCO (Dixie Electric Membership Corp)	221024; 221023	PO Box 95000 BATON ROUGE, LA 70895-9000	Electric/Natural Gas	142.50
Demopolis Water Works & Sewer Board	13-00770-01	P.O. Box 350 DEMPOLIS, AL 36732	Sewer/Water/Trash	23.50
Department of Public Utilities/SC	214047; 160198	P.O. Box 1057 ORANGEBURG, SC 29116-1057	Sewer/Water/Trash	348.00
Dept of Water Works - Sanitary District	06894-001	P.O. Box 888 Department of Water Works MICHIGAN CITY, IN 46361	Sewer/Water/Trash	18.00
Dickson Electric System	231200-172465; 231311-128893; 231305-127372	P.O. Box 627 DICKSON, TN 37056-0627	Electric/Natural Gas	267.50
Direct Energy Regulated Services	760005531693; 760002576964; 760005532006; 760005532998; 760002576568; 760002577228; 760005414882; 760005534606; 760002577798; 760002578333; 760500577373; 760500577365; 760005533772; B-3504 17 AVE SE; A-3504 17 AVE SE; 760002575941; 760002576170; 760005535017	PO Box 1520, STN M CALGARY, AB T2P 5R6	Electric/Natural Gas	1,861.00
Direct Energy/NRG/70220	20 822 751-2; 20 822 734-8; 20 788 699-5; 20 783-000-1; 20 796 725-8; 20 796 722-5; 20 796 728-2; 20 809 706-3; 20 796 729-0; 20 788 676-3; 20 796 727-4; 20 809 707-1; 20 809 708-9; 20 788 619-3; 20 805 512-9; 20 805 513-7; 20 783 804-6; 20 783 802-0; 20 783 803-8; 20 774 237-0; 20 778 589-0; 20 778 585-8; 20 768 413-5; 20 771 235-7; 20 768 368-1; 20 739 626-8; 20 759 119-9; 20 765 538-2; 20 752 823-3; 20 752 826-6; 20 755 753-9; 20 755 754-7; 20 759 118-1; 20 765 537-4; 20 755 748-9; 20 749 459-2; 20 734 093-6; 20 736 864-8; 20 734 091-0; 20 736 114-8; 20 739 621-9; 20 742 622-2; 20 734 088-6	PO Box 70220 PHILADELPHIA, PA 19176-0220	Electric/Natural Gas	8,267.50
Dominion Energy South Carolina	3-2100-9822-7042; 8-2100-9149-6696; 1-2101-1197-8083; 8-2100-5938-8452; 7-2101-3259-9037; 3-2101-0295-5093; 9-2100-5939-3046; 1-2101-1207-5621; 6-2100-9271-0306; 1-2101-0365-8528; 8-2101-0643-9403; 9-2100-5939-3859; 1-2101-2391-5386; 1-2100-9354-5790; 6-2100-5938-9608; 6-2100-5939-2836; 1-2100-5939-3131; 1-2101-1192-7904; 1-2101-1548-0249; 3-2100-5938-0145; 1-2101-2992-7751; 9-2100-8873-3098; 1-2101-1188-3979; 9-2100-5938-1559; 9-2100-5939-4710; 6-2101-0948-0240; 0-2100-5938-9910; 1210111975245	PO Box 100255 COLUMBIA, SC 29202-3255	Electric/Natural Gas	2,925.50
Dorchester County Water & Sewer SC	7206000.00 96	235 Deming Way SUMMERVILLE, SC 29483-4753	Sewer/Water/Trash	69.50
Dothan Utilities	116597-15746; 174849-4962; 224397-4963; 172451-50362	P.O. Box 6728 DOTHAN, AL 36302-6728	Electric/Natural Gas	309.50

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Duck River Electric Membership Corp, TN	379437002; 384718001	P.O. Box 89 SHELBYVILLE, TN 37162	Electric/Natural Gas	473.50
Duke Energy/1094	9100 8471 1728; 9100 8494 7875; 9101 2284 7838; 9100 8243 5539; 9101 3670 3462; 9100 3620 3510; 9100 3582 1540; 9101 2411 6755; 9100 9104 7053; 9100 8494 8751; 9101 2023 3860; 9101 2062 1876; 9101 1884 9318; 9101 1985 8488; 9100 8455 6444; 9100 8494 8454; 9100 3620 3487; 9100 8455 6254; 9100 8120 8594; 9100 8494 8602; 9100 8494 8272; 9100 2998 9304; 9101 2017 1516; 9100 8243 5141; 9100 2998 9073; 9100 8243 5331; 9100 8494 8040; 9101 3596 4988	PO Box 1094 CHARLOTTE, NC 28201-1094	Electric/Natural Gas	4,037.00
Duke Energy/1326/1327	9101 2252 8555	PO Box 1326 CHARLOTTE, NC 28201-1326	Electric/Natural Gas	88.00
Dyersburg Electric	12897002; 28441001	P.O. Box 664 DYERSBURG, TN 38025-0664	Electric/Natural Gas	128.00
Dyersburg Gas & Water Dept	632-03144-03; 632-04003-05; 632-03146-03	P.O. Box 1358 DYERSBURG, TN 38025-1358	Sewer/Water/Trash	90.00
Easley Combined Utilities, SC	185001	P.O. Box 619 EASLEY, SC 29641-0619	Sewer/Water/Trash	112.50
Eastward Energy Inc	30093231	144 Thornhill Dr DARTMOUTH, NS B3B 1S3	Electric/Natural Gas	186.50
Electric Board City of Muscle Shoals	017-2235-07	P.O. Box 2547 MUSCLE SHOALS, AL 35662	Electric/Natural Gas	141.50
Electric City Utilities	500082026	PO Box 100146 COLUMBIA, SC 29202-3146	Electric/Natural Gas	17.50
Elexicon Energy/4466	97044479-00; 60022192-01; 60022191-01; 00056767-43; 02052569-01	Box 4466 Station A TORONTO, ON M5W 4C5	Electric/Natural Gas	975.00
Elizabethton Electric System	213082-113082	P.O. Box 790 ELIZABETHTON, TN 37644	Electric/Natural Gas	88.50
Elizabethtown Utilities, KY	016634-000	P.O. Box 550 City Hall ELIZABETHTOWN, KY 42701	Electric/Natural Gas	38.00
Elk River Public Utility District	51861	P.O. Box 970 TULLAHOMA, TN 37388-0970	Electric/Natural Gas	50.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Enbridge Gas Inc/644	18 65 17 49902 6; 91 00 17 61408 1; 18 35 30 32093 5; 91 00 17 61405 6; 20 53 20 04224 5; 19 65 01 33700 3; 91 00 44 24769 4; 91 00 48 82608 2; 91 00 44 25041 1; 91 00 44 24656 1; 91 00 48 52468 1; 15 21 69 03203 1; 91 00 30 98773 4; 15 45 96 28007 1; 91 00 01 90959 4; 91 00 20 28817 0; 91 00 44 24857 2; 15 53 20 18542 1; 16 01 33 52808 1; 91 00 44 21085 5; 12 21 89 03703 4; 91 00 12 99068 3; 91 00 12 64826 2; 91 00 19 03929 4; 13 45 30 74047 0; 14 01 41 12196 0; 16 01 33 52809 4; 91 00 48 79481 1; 91 00 48 78663 4; 91 00 10 11601 2; 11 01 83 96152 3; 91 00 05 58666 2; 91 00 05 58664 3; 91 00 11 79518 5; 91 00 44 24599 5; 91 00 30 73604 6; 91 00 44 21184 1; 91 00 44 21504 2; 91 00 16 25217 4; 91 00 09 53522 2; 91 00 05 73380 2; 91 00 44 21261 1; 91 00 09 60308 4; 91 00 11 98936 5; 91 00 48 75468 2; 91 00 48 82900 3; 91 00 39 39302 2; 91 00 44 25117 5; 08 21 33 36304 1; 09 01 08 56432 5; 91 00 18 46781 4; 91 00 21 07537 1; 91 00 04 77993 1; 91 00 10 06634 4; 09 76 55 13004 6; 09 01 95 01443 3; 91 00 19 05469 4; 91 00 15 74263 1; 91 00 11 00727 1; 91 00 18 22911 4; 91 00 48 79221 5; 91 00 13 84764 2; 91 00 48 79143 2; 91 00 48 78575 6; 91 00 52 53082 6; 05 01 42 43507 0; 91 00 22 38062 3; 02 45 40 60761 1; 91 00 44 21439 3; 91 00 48 78967 6; 91 00 48 78792 6; 91 00 48 82989 4; 91 00 48 78869 6; 91 00 48 82680 1; 91 00 48 82838 6; 91 00 44 24940 6; 91 00 48 75381 0; 91 00 14 75610 2; 91 00 06 51057 3; 03 35 60 17994 0; 91 00 06 09870 6; 91 00 09 89875 1; 91 00 08 11010 5; 03 01 94 12662 0; 91 00 13 24145 5; 91 00 20 68354 3; 04 01 35 14057 0; 04 01 19 38102 5; 91 00 19 26505 0; 02 01 76 17308 0; 91 00 01 63207 6; 91 00 11 34524 4; 01 01 97 01432 3; 91 00 20 03920 6; 91 00 39 28709 3; 91 00 28 30851 6; 91 00 08 61123 5; 91 00 44 21352 1; 16 01 51 26503 1	PO Box 644 Attn: Payment Processing SCARBOROUGH, ON M1K 5H1	Electric/Natural Gas	11,832.50
Energie NB Power	5296673-5	PO Box - CP 2000 CARAQUET, NB E1W 1C1	Electric/Natural Gas	253.00
ENMAX/2900	501268068; 500413790; 500413776; 502442905; 502442906; 500413758; 501082835; 500974188; 501607611; 501731947; 500413799	PO Box 2900 Station M CALGARY, AB T2P 3A7	Electric/Natural Gas	3,995.00
Enova	0501600000; 0412000000	P.O. Box 9010 KITCHENER, ON N2G 4L2	Electric/Natural Gas	465.50
Entegrus Powerlines Inc	099-00028773-08; 873-06004799-06	PO Box 70 CHATHAM, ON N7M 5K2	Electric/Natural Gas	241.50
Entegrus Services Inc. (Chatham-Kent)	099-00026738-05	135 Edward St ST THOMAS, ON N5P 4A8	Electric/Natural Gas	509.00
Entergy Gulf States LA, LLC/8103	77543213; 81050874; 158733501; 156087801; 76084367	PO BOX 8103 BATON ROUGE, LA 70891-8103	Electric/Natural Gas	628.00
Entergy Louisiana, Inc./8108	73445868; 102743903; 110655321; 39174495; 108356353	PO BOX 8108 BATON ROUGE, LA 70891-8108	Electric/Natural Gas	1,405.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Entergy Mississippi, Inc./8105	133557967; 85497923; 181740861; 183970862; 124330598; 97861850; 16983769; 56300981; 150443596; 183890979; 151460391; 116458761; 175123538	PO BOX 8105 BATON ROUGE, LA 70891-8105	Electric/Natural Gas	1,835.00
Entergy Texas, Inc./8104	164424921; 163488935; 141293712	PO BOX 8104 BATON ROUGE, LA 70891-8104	Electric/Natural Gas	677.00
EnvisionIT of MS, LLC SUM - 321414	1st Heritage Credit - Winona, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Kosciusko, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Starkville, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Lexington, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Sumter, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - DeRidder, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Hammond, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Olive Branch, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Canton, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Lake Charles, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Laurel, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Waynesboro, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Hattiesburg, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Jackson, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Lebanon, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Milan, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Florence, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Bossier City, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - North Charleston, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Southaven, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Tupelo, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Sulphur, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Camden, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Wiggins, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Picayune, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Dothan, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Thomasville, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Knoxville, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - West Shreveport, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Greenville, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - North Knoxville605 CRESCENT BLVD SUM; 1st Heritage Credit - McComb, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Philadelphia, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Brownsville, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Ridgeland, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Pell City, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Columbia, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Johnson City, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Crowley, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Oxford, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Pearl, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Decatur, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - NE Columbia, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Rock Hill, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Millington, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Crossville, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Opelousas, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - New Iberia, LA605 CRESCENT BLVD SUM; 1st Heritage Credit -	PO Box 321414 FLOWOOD, MS 39232	Telecom	11,564.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	Brusly, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Houma, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Lafayette, LA605 CRESCENT BLVD SUM; 605 CRESCENT BLVD SUM605 CRESCENT BLVD SUM; 1st Heritage Credit - Gallatin, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Convenience Lending MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Saraland, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - D'Iberville. MS605 CRESCENT BLVD SUM; 1st Heritage Credit - West Ashley/Charleston, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Simpsonville, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - West Columbia, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - South Florence, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - Waveland, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Senatobia, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Pascagoula, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Vicksburg, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Clinton, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Gulfport, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Magee, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - New Albany, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Holly Springs, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Forest, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Batesville, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Amory, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Corinth, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Meridian, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Hazlehurst, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Columbus, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Columbia, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - MAC Building605 CRESCENT BLVD SUM; 1st Heritage Credit - Louisville, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Brookhaven, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Jason Weatherford605 CRESCENT BLVD SUM; 1st Heritage Credit - Lawrenceburg, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Denham Springs, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Montgomery, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Prattville, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Tillman's Corners, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Florence, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Dickson, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Cordova, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Lexington, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Chattanooga, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Murfreesboro, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Cookeville, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Bolivar, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Covington, TN605 CRESCENT BLVD SUM; 1st Heritage Credit - Summerville, SC605 CRESCENT BLVD SUM; 1st Heritage Credit - West Monroe, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Covington, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - LaPlace, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Slidell, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Gonzales, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Thibodaux, LA605			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	CRESCENT BLVD SUM; 1st Heritage Credit - Shreveport, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Hoover, AL605 CRESCENT BLVD SUM; 1st Heritage Credit - Alexandria, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Monroe, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Baker, LA605 CRESCENT BLVD SUM; 1st Heritage Credit - Richland, MS605 CRESCENT BLVD SUM; 1st Heritage Credit - Grenada, MS605 CRESCENT BLVD SUM			
ENWIN Utilities Ltd	00102139-01; 00083049-01; 00106416-01; 00043944-01; 00020239-02	PO Box 1625 Station A WINDSOR, ON N8W 5T1	Electric/Natural Gas	1,420.50
EPB	227-0371.001	PO BOX 182254 ATTN: REMITTANCE PROCESSING CHATTANOOGA, TN 37422-7253	Electric/Natural Gas	462.00
EPCOR/500	13493994; 13502646; 13723606; 13473707; 13501952; 13510540; 28799013; 25445008; 6612 127 Ave NW; 6614 127 Ave NW; 29454030; 13668124	PO Box 500 EDMONTON, AB T5J 3Y3	Electric/Natural Gas	2,782.50
Eufaula Water Works	016096	P.O. Box 26 EUFAULA, AL 36072-0026	Sewer/Water/Trash	23.50
Evergy Kansas Central/219915/219089	5306850925; 8611021248; 8155711843; 0772997083; 5024099004; 4836277308	PO Box 219915 KANSAS CITY, MO 64121-9915	Electric/Natural Gas	4,846.00
Evergy KS MO Metro MO West 219330/219703	0640114237	P.O. Box 219330 KANSAS CITY, MO 64121-9330	Electric/Natural Gas	70.50
Fayetteville Public Utilities	90073038	P.O. Box 120 FAYETTEVILLE, TN 37334	Electric/Natural Gas	161.50
Florence Utilities, AL	106445-001; 121191-001	P.O. Box 877 FLORENCE, AL 35631-0877	Electric/Natural Gas	396.50
Florence Water & Sewer	313086-000	PO Box 791702 BALTIMORE, MS 21279-1702	Sewer/Water/Trash	36.50
Fort Hill Natural Gas Authority	00042795-01	P.O. Box 189 EASLEY, SC 29641-0189	Electric/Natural Gas	55.50
Fort Payne Improvement Authority	12223-001	P.O. Box 680617 FORT PAYNE, AL 35698	Electric/Natural Gas	73.00
Fort Payne Water Works Board	27/3154-6	153 20th Street NE FORT PAYNE, AL 35967-3523	Sewer/Water/Trash	47.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Fort Worth Water Department	879465-61738	PO Box 961003 FORT WORTH, TX 76161-0003	Sewer/Water/Trash	91.00
FortisBC-Electric	2930371799-4	PO BOX 8970 STATION MAIN VANCOUVER, BC V6B 4E2	Electric/Natural Gas	333.50
FortisBC-Natural Gas	3868593; 3729016; 3658389; 3913417; 3846552; 1354072; 3750196; 3505598; 1354074; 3722919; 2018229; 3733765; 3722916; 3773176; 1354070; 3544104	Box 6666 Station Terminal VACOUVER, BC V6B 6M9	Electric/Natural Gas	2,711.50
Gallatin Department of Electricity	217198-001	P.O. Box 1555 GALLATIN, TN 37066-1555	Electric/Natural Gas	88.00
Gallatin Public Utilities	10/30190-7	239 Hancock Street GALLATIN, TN 37066	Sewer/Water/Trash	18.50
Georgia Natural Gas/71245	004259783-4269953; 005456950-5433286	PO Box 71245 CHARLOTTE, NC 38272-1245	Electric/Natural Gas	429.00
Georgia Power	95757-76036; 49726-82030; 08377-21052; 78100-02073; 10946-33076; 16039-45063; 52009-68015; 89135-68017; 43337-83041; 83125-73049; 27637-16054; 04239-05122; 19923-80123; 04505-59047; 31036-18027	96 ANNEX @ Southern Company ATLANTA, GA 30396	Electric/Natural Gas	2,363.00
Gibson County Utility District	32/139-3	PO Box 350 TRENTON, TN 38382	Electric/Natural Gas	91.00
GoCO Technology LP - 151	50688	151 North Rivermede Road CONCORD, ON L4K 0C4	Telecom	-
Grand Strand Water & Sewer Authority	05000107 00	PO Box 68 LITTLE RIVER, SC 29566-0068	Sewer/Water/Trash	35.50
GrandBridge Energy	211056-06	PO Box 308 BRANTFORD, ON N3T 5N8	Electric/Natural Gas	264.00
Grandbridge Energy Inc	00001508-01; 00042924-02	PO BOX 1060 CAMBRIDGE, ON N1R 5X6	Electric/Natural Gas	473.00
Granite Telecom - 4375 CANADA	08918631; 08890494; 08893393; 08893392; 08897621; 08892742; 08894549; 08888346; 08894110; 08890496; 08918677; 08892739; 08892738; 08892737; 08890497; 08919868; 08890724; 08895379; 08894999; 08889214; 08887282; 08891899; 08901689 SUM; 08918783; 08890490; 08889203; 08889217; 08894252; 08892321; 08894996; 08894111; 08887281 SUM; 08919871; 08919870; 08919699; 08918745; 08918729; 08918766; 08918763; 08918701; 08918706; 08918639; 08918664; 08918687; 08918728; 08918737; 08918620; 08894995; 08918740; 08918698; 08918705; 08918697; 08918725; 08918692; 08918747; 08918658;	Dept 400238 P.O. Box 4375 STN A TORONTO, ON M5W 0J3	Telecom	36,067.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	08918693; 08918718; 08892741; 08918762; 08918681; 08918609; 08918774; 08918748; 08918724; 08918690; 08918755; 08918750; 08918749; 08918756; 08918684; 08918744; 08918708; 08918721; 08918720; 08918717; 08918765; 08918671; 08918739; 08918722; 08918719; 08894994; 08918758; 08918666; 08918707; 08918712; 08918714; 08911415; 08910039; 08909693; 08909689; 08910043; 08911607; 08915533; 08911165; 08916467; 08908831; 08911675; 08911624; 08910036; 08910048; 08910896; 08909685; 08912193; 08910054; 08910894; 08909757; 08912396; 08911128; 08911127; 08918746; 08918678; 08918660; 08918665; 08918644; 08918642; 08918630; 08918657; 08918674; 08918672; 08918624; 08918628; 08918643; 08918663; 08918661; 08918654; 08918623; 08918610; 08918679; 08918625; 08918676; 08918668; 08918629; 08918633; 08918651; 08918772; 08918686; 08918646; 08918685; 08918636; 08918622; 08918656; 08918653; 08918675; 08918650; 08918673; 08918621; 08918659; 08918608; 08918736; 08918735; 08918734; 08918732; 08910038; 08909674; 08912191; 08911164; 08911214; 08909682; 08912189; 08910585; 08915543; 08912389; 08910042; 08909684; 08912390; 08911605; 08918637; 08918647			
Granite Telecommunications - EFT	0355367002034594 SUM; 0509245402034594 SUM; 0371380802034594 SUM; 0269170502034594 SUM; 0337842302034594 SUM; 0330512402034594 SUM; 0510756802034594 SUM; 0512123302034594 SUM; 0331152502034594 SUM; 0363036502034594 SUM; 02034594 SUM02034594 SUM; 04905793; 02034594 CCFI02034594 SUM	PO Box 830103 PHILADELPHIA, PA 19182-0103	Telecom	28,554.50
Greater Dickson Gas Authority	207075-026024	605 EAST WALNUT STREET DICKSON, TN 37055	Electric/Natural Gas	36.50
Greeneville Light & Power System	99546	P.O. Box 1690 GREENVILLE, TN 37744-1690	Electric/Natural Gas	97.50
Greeneville Water Commission	27907-001	P.O. Box 368 GREENVILLE, TN 37744	Sewer/Water/Trash	22.00
Greenville Water Works & Sewer	9/215-0	P.O. Box 483 GREENVILLE, AL 36037	Sewer/Water/Trash	28.00
Greenville Water, SC	0000774396; 0044777660; 0044777650; 2015024650; 0037669075	P.O. Box 687 GREENVILLE, SC 29602-0687	Sewer/Water/Trash	143.00
GSU - Greater Sudbury Utilities	00044302-00	PO Box/CP Box 250 SUDBURY, ON P3E 4P1	Electric/Natural Gas	229.50
Guelph Hydro	000840105-000457690	395 Southgate Dr GUELPH, ON N1G 4Y1	Electric/Natural Gas	168.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Guntersville Water & Sewer Board	13883	705 Blount Avenue GUNTERSVILLE, AL 35976	Sewer/Water/Trash	17.50
Halifax Regional Water Commission	000000575565; 000000592667	PO BOX 8388 RPO CSC HALIFAX, NS B3K 5M1	Sewer/Water/Trash	145.00
Halton Hills Hydro	000072757-000039374	43 Alice St ACTON, ON L7J 2A9	Electric/Natural Gas	225.00
Hardin County Water District # 2	29161-0	PO Box 970 ELIZABETHTOWN, KY 42702-0970	Sewer/Water/Trash	15.50
Hawkins County Gas Utility	220014347.00 96	P.O. Box 667 ROGERSVILLE, TN 37857-0667	Electric/Natural Gas	160.50
Henderson Utility Dept, TN	003-00001-05	P.O. Box 68 HENDERSON, TN 38340	Electric/Natural Gas	90.50
Holly Springs Utility Department, MS	212174-110960	PO Box 520 HOLLY SPRINGS, MS 38635	Electric/Natural Gas	267.00
Holston Electric Cooperative, Inc.	149155002	PO Box 190 ROGERSVILLE, TN 37857-0190	Electric/Natural Gas	62.00
Hopkinsville Electric System, KY	212061-105907	1820 E 9th St HOPKINSVILLE, KY 42240-4459	Electric/Natural Gas	85.00
Hopkinsville Water Environment Auth	0077-62131-010	P.O. Box 628 HOPKINSVILLE, KY 42241	Sewer/Water/Trash	48.50
Hudson Energy Services LLC - TX	300028172	PO Box 731137 DALLAS, TX 75373-1137	Electric/Natural Gas	153.00
Huntsville Utilities, AL	221010103322	Huntsville Utilities HUNTSVILLE, AL 35895	Electric/Natural Gas	194.00
Hydro One Networks, Inc.	2001 6524 7248; 2001 7751 4617; 2001 7588 5320; 2000 4701 8594	PO BOX 4102 STATION A TORONTO, ON M5W 3L3	Electric/Natural Gas	941.00
Hydro Ottawa	20021337439129585000; 08094590628241756000; 00446406551908156000; 76477671052882475000; 90398046716118156000; 59389362374533806000, 60065517770920296000; 07892992774909036000; 65647079269909036000; 91170418766951846000; 91522530009792836000	PO Box 8700 OTTAWA, ON K1G 3S4	Electric/Natural Gas	2,666.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Illinois American Water	1025-220018509692; 1025-210001507394; 1025-210001507318; 1010-210006615795	PO Box 6029 CAROL STREAM, IL 60197-6029	Sewer/Water/Trash	48.50
Indiana Michigan Power	049-326-188-8-9; 048-963-244-5-8; 044-199-390-6-3	PO Box 371496	Electric/Natural Gas	307.50
Irving Energy/880	1613399	PO Box/CP 880 ST JOHN, NB E2L 4C3	Electric/Natural Gas	77.50
iTel Networks Inc Summary - 1850	10525-170 ST; 6935 120 St; 451 Paul St; 13737 127th Street NW; 6061 No 3 Rd #100; 2390 East Hastings St; 2250 50th Avenue #1C; 2115 22nd St; 1353 McPhillips St Unit 1; 11802 Jasper Ave NW; 748 Guelph Line; 550 Hespeler Road; 330 Torbay Rd; 18025 Yonge St; 997 St Laurent Blvd; 905 37 St SW; 8386 120 St #103B; 756 Yonge Street; 736A Queenston Rd; 69 Davis Dr; 6758 Lundys Lane #2; 5587 Yonge St; 471 Hazeldean Rd; 4490 Fairview St #D102-3; 372 Queen St East; 33258 South Fraser Way; 3111 Dufferin St #A; 3104 27th St Unit 4; 3024 Hurontario St #G11; 2720 Mayor Magrath Dr S; 2490 Main St; 239 Scarlett Rd; 2137 Jane St Unit 1; 1733 Eglinton Ave E #5; 1682 Jane St; 1414 Lasalle Blvd #101; 13040 50th Street NW; 12-222 16th Ave NE; 1321 Archibald St; 330 Bronte St; 883 St Clair Ave W; 851 Danforth Ave; 648 King St W; 61 King Street East; 4500 Kingston Rd; 4396 King St E Unit 1; 3932 Keele St; 35 Front St S; 320 Speers Rd; 3 Harwood Ave S Unit 1&2; 2712 Keele Street; 2535 Bank St; 218 Silvercreek Pkwy N Unit 21; 210-15th St W; 2090 Harvey Ave; 1876 Kennedy Rd; 15525 118th Ave; 1450 Kingston Rd Unit 10; 14339 MacLeod Trail South; 1384 Wellington Rd S; 1315 Richmond Rd; 1303 3 Ave S; 12405-107 Ave; 180 Fitch St Unit #14A; 1375 Huron Church Rd; 10007-170th St NW; 525 Highland Rd West #2; 906 Marine Drive; 1080 Memorial Avenue; 10th St Brandon MB; 9914 Morrison St; 75 Ellesmere Rd Unit B2; 72 Lakeshore Dr; 630 Upper James St; 525 Grand Ave W; 4604 MacLeod Trail SW; 4080 Highway 7 #1; 3132 Eglinton Ave E Unit 4B; 250 King George Rd #4; 2-3601 Lawrence Ave E; 22444 Lougheed Hwy; 212A Queen St E; 2071 Steeles Ave W Unit H1; 2000 St Joseph Blvd; 1795 St Clair Ave W; 171 Bank St; 1593 Bank St; 11803-125th St NW; 10A-6219 Centre Street NW; 1015 Granville Street; 883 SUM; 2200 Queen Street E #6; 3095 Robie St; 947 Lansdowne St W; 581 Ryan Road Unit 2; 357 Great Northern Rd; 1501 Idylwyld Dr; 101-1050 Terminal Ave N; 410B St Clair; 346 King Street W; 360 Norwich Ave #5; 221 Woodlawn Rd W #B7; 196 Dalhousie St; 44 Mapleview Dr W #2; 7287 Knight Street; 687 Queen St W; 576 Ritson Rd; 550 Arthur St W; 475 Albert Street; 371 Wellington Road S Unit A; 3202 Dunmore Road SE; 276 Rexdale Blvd; 2280 Islington Ave; 2057 Royal Windsor Dr; 1771 Queen Street E; 1735 Kipling Ave; 1541 Merivale Rd; 1396 Main St East; 135 Wyse Rd #1-2; 1248 London Road; 113 Rideau Street; 1650 Bath Rd; 844 Niagara Street Unit A Bldg C; 274 North Front St; 9847 63rd Ave; 6912 Kingsway; 789 Fortune Drive #20; 443 The Queensway St S; 2301 Tecumseh Rd E; 415 Hespeler Road; 7407 82 Ave NW; 647 Portage Avenue Unit 1; 5852 Trans-Canada Hwy; 1560 Dundas St Unit 6; 2031 Cassells St; 20221 Fraser Hwy; 101-1483 Douglas St; 965 Talbot St Unit #D; 9555 Yonge St #25; 644 Yonge St; 6172 Bathurst St; 460 Main St W; 357 1/2 Yonge St; 324	1850 MISSION FLATS RD KAMLOOPS, BC V2C 1A9	Telecom	14,855.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	Guelph St; 3182 Eglinton Ave E; 13552-97 Street NW; 10 Gillingham Dr; 1212 Main St N; 7215 Goreway Drive D23; 470 Topsail Road Unit 200; B-101 E Victoria Ave; 970 Upper James St; 95 Dundas St E; 735 The Queensway; 7165 Chebucto Rd; 677 Princess St; 6614-127 Avenue NW; 6060 Memorial Dr NE; 6020 Hurontario St #6; 5890 Main Street; 45863 Yale Rd #120; 3850 Sheppard Ave E Unit #370; 275 Montreal Rd; 2687 Kipling Ave #4; 2394 Eglinton Ave E; 2363 Finch Ave W; 158 Hwy #8; 1549 Dundas St; 1400 Neilson Rd C2; 1180 Simcoe St N #7; 820 Red River Rd; 78 Gordon St; 7686 Hurontario St; 7475 Tecumseh Rd E; 740 Columbia Street; 644 Portland Str #4; 52 Elm Street; 5010 4th Street NE Unit #26; 400 Steeles Ave E #6; 347 Bayfield Street #2A; 33-10556 King George Blvd; 3245 Finch Ave East; 2966 Danforth Ave; 28 Simcoe St N; 2659 Dundas St W; 260 Geneva St; 245 Queen St E Unit 1; 158 Dundas St; 1575 Eglinton Ave W; 15640 Stony Plain Road; 1530 Albion Rd; 1403 Dundas St E Unit B; 11736-34th St NW; 1 Steeles Ave Unit 20; 1 Hespeler Road; 1488 4th Ave; 9626-165 Avenue; 9250 Macleod Trail Bay 18; 808 Sackville Dr; 62 Overlea Blvd Unit 4B; 596 Ouellette Avenue; 5487 Dundas St W #5; 3214 Douglas Street Unit 202; 2131 Lawrence Ave E; 2017 Robertson Rd; 1839 Finch Ave W #7; 17th Avenue SE; 1475 Prairie Ave; 10737 Yonge Street Unit 1; 1865 Dunmore Rd SE 209; 210 Glendale Ave A12; 311 Henderson Hwy			
Jackson Energy Authority	260551-160551; 225204-125204; 231409-131409; 256779-156779; 256778-156778	PO Box 2082 MEMPHIS, TN 38101-2082	Electric/Natural Gas	686.00
Jasper Waterworks & Sewer Board, Inc AL	03474600	P.O. Box 1348 JASPER, AL 35502	Sewer/Water/Trash	32.50
Jefferson City Utilities, MO	032986-000	PO Box 1278 JEFFERSON CITY, MO 65102	Sewer/Water/Trash	11.00
Jefferson City Water Department, TN	102-31200-03	PO Box 530 JEFFERSON CITY, TN 37760	Sewer/Water/Trash	17.50
Jefferson Cocke County Utility Dist,TN	28886	122 Highway 25E NEWPORT, TN 37821	Electric/Natural Gas	166.00
Johnson City Utility System	386-17742-03; 492-21000-03	P.O. Box 2386 JOHNSON CITY, TN 37605	Sewer/Water/Trash	39.50
Just Energy	6662791	PO BOX 650518 DALLAS, TX 75265-0518	Electric/Natural Gas	105.50
Kentucky American Water Company	1012-210007838133	PO Box 6029 CAROL STREAM, IL 60197-6029	Sewer/Water/Trash	11.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Kosciusko Water and Light Plant	9913	P.O. Box 866 KOSCIUSKO, MS 39090	Electric/Natural Gas	119.50
KUB-Knoxville Utilities Board	9223415740; 8875700000; 2345698924	PO Box 59029 KNOXVILLE, TN 37950-9029	Electric/Natural Gas	633.50
KU-Kentucky Utilities Company	3000-0023-6087; 3000-0721-9821; 3000-2253-1564; 3000-0538-4130; 3000-0526-6121; 3000-0515-3659; 3000-0651-0048	PO Box 25212 LEHIGH VALLEY, PA 18002-5212	Electric/Natural Gas	916.00
Lafollette Utilities	40293-002; 42917-001	P.O. Box 1411 LAFOLLETTE, TN 37766	Electric/Natural Gas	249.50
Lafourche Parish Water District No. 1	202385.00 98	P.O. Box 399 LOCKPORT, LA 70374	Sewer/Water/Trash	15.50
Laurens Commission of Public Works - SC	42247002	PO Box 580476 CHARLOTTE, NC 28258-0476	Electric/Natural Gas	308.00
Lawrenceburg Utility Systems, TN	49384001	P.O. Box 649 LAWRENCEBURG, TN 38464	Electric/Natural Gas	260.50
Lenoir City Utilities Board (LCUB)	217650-102930	P.O. Box 449 LENOIR CITY, TN 37771	Electric/Natural Gas	134.00
Level 3 Communications LLC Sum - 910182	5-Y8FSDDK25-Y8FSDDK2 SUM; BGHX01535-Y8FSDDK2 SUM; BGHX01525-Y8FSDDK2 SUM; BBGHX01505-Y8FSDDK2 SUM; BGHX01495-Y8FSDDK2 SUM; 5-Y8FSDDK2 SUM5-Y8FSDDK2 SUM	PO BOX 910182 DENVER, CO 80291-0182	Telecom	9,388.00
Lewisburg Electric System	703396001	P.O. Box 2727 LEWISBURG, TN 37091	Electric/Natural Gas	105.50
Lewisburg Gas Department	021-00180-04	P.O. Box 1069 LEWISBURG, TN 37091	Electric/Natural Gas	116.00
Lewisburg Water and Wastewater	012-03760-04	P.O. Box 2787 LEWISBURG, TN 37091-1787	Sewer/Water/Trash	44.50
Lexington Electric System	203357-103406	P.O. Box 219 LEXINGTON, TN 38351	Electric/Natural Gas	61.50
Lexington Utilities, TN	003-02282-04	54 Monroe Ave LEXINGTON, TN 38351-2198	Electric/Natural Gas	122.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Lexington-Fayette Urban County Govt	113140300	PO Box 34090 LEXINGTON, KY 40588-4090	Electric/Natural Gas	8.50
LG&E - Louisville Gas & Electric	3000-2792-3642	PO Box 7231 ST LOUIS, MO 63177	Electric/Natural Gas	316.00
Liberty Utilities Georgia	200001529037	75 Remittance Dr Suite 1918 CHICAGO, IL 60675-1918	Electric/Natural Gas	125.00
Liberty Utilities/650689	683096-70-5; 683096-01-0; 830525-01-0	PO Box 650689 DALLAS, TX 75265-0689	Electric/Natural Gas	347.50
Liberty Utilities/New Brunswick	200002272751	440 Wilsey Rd Suite 101 FREDERICTON, NB E3B 7G5	Electric/Natural Gas	159.00
Liberty Utility Illinois	200009344769; 200009344603	PO Box 75658 CHICAGO, IL 60675-5658	Electric/Natural Gas	96.00
London Hydro	50168296; 166928-50290370; 51152363; 6026240	P.O. Box 3060 LONDON, ON N6A 4J8	Electric/Natural Gas	624.00
Louisville Electric System, MS	201777-101497	P.O. Drawer 849 LOUISVILLE, MS 39339	Electric/Natural Gas	124.50
Lowcountry Regional Water System	001877	PO Box 647 HAMPTON, SC 29924	Sewer/Water/Trash	67.50
Madison Gas and Electric, WI	6300218557	PO Box 1231 MADISON, WI 53788-0001	Electric/Natural Gas	158.50
Madisonville Municipal Utilities, KY	4976402	P.O. Box 710 MADISONVILLE, KY 42431-0710	Electric/Natural Gas	72.50
Magic Valley Electric Co-op	261440001	PO Box 267 Attn: Sandra Martinez MERCEDES, TX 78570	Electric/Natural Gas	55.00
Manchester Water and Sewer Dept.	005-45011-07	200 West Fort Street MANCHESTER, TN 37355	Sewer/Water/Trash	18.50
Manitoba Hydro	7911807 6400799; 7618568 6203574; 7618568 6003706; 7618568 6086927; 7618568 6074490; 7912854 6003384	PO BOX 7900 STN MAIN WINNIPEG, MB R3C 5R1	Electric/Natural Gas	1,150.00
Marion Municipal Utilities, IN	47246	P.O. Box 718 MARION, IN 46952	Sewer/Water/Trash	27.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Marshall Municipal Utilities, MO	02-680600-02	75 East Morgan MARSHALL, MO 65340	Sewer/Water/Trash	145.50
Marshall-Dekalb Electric Cooperative	208399-008091	PO BOX 724 BOAZ, AL 35957-0724	Electric/Natural Gas	260.50
McMinnville Electric System	110449002	200 W Morford St MCMINNIEVILLE, TN 37110-2528	Electric/Natural Gas	70.50
McMinnville TN-Water & Sewer Dept	090-02799-01	P.O. Box 7088 MCMINNIEVILLE, TN 37111	Sewer/Water/Trash	12.00
Memphis Light, Gas & Water Division	00129-3946-1334-327; 00129-3946-1273-498; 00088-1289-1493-409; 00088-1289-1285-887	P.O. Box 388 MEMPHIS, TN 38145-0388	Electric/Natural Gas	264.00
Meriwether Lewis Electric Cooperative	8638	PO BOX 240 CENTERVILLE, TN 37033-0240	Electric/Natural Gas	74.00
MidAmerican Energy Company	41151-18083	PO Box 8020 @ MidAmerican Energy Holdings Company DAVENPORT, LA 52808-8020	Electric/Natural Gas	78.50
Middle Tennessee Electric	20 1231 5836; 20 5855 1527; 20 4352 4372; 01 6118 4001; 00 5909 0003	PO Box 330008 MURFREESBORO, TN 37133-0008	Electric/Natural Gas	823.00
Middle Tennessee Natural Gas/720	000575-146549; 248727-122138; 206005-002542; 233457-031584; 007040-027944	PO BOX 720 SMITHVILLE, TN 37166-0720	Electric/Natural Gas	352.50
Milan Department of Public Utilities	202006-101912	P.O. Box 109 MILAN, TN 38358-0109	Sewer/Water/Trash	86.00
Mishawaka Utilities, IN	35045	PO Box 363 MISHAWAKA, IN 46546-0363	Electric/Natural Gas	142.50
Mississippi Power	84781-87038; 36572-13050; 63551-36048; 23970-20112; 91437-69027; 19436-29026; 62752-03066	P.O. Box 245 @ Southern Company BIRMINGHAM, AL 35201	Electric/Natural Gas	1,009.00
Missouri American Water	1017-210015018749; 1017-210009921444	PO Box 6029 CAROL STREAM, IL 60197-6029	Sewer/Water/Trash	27.00
Moncks Corner Waterworks	004279	P.O. Box 266 MONCKS CORNER, SC 29461	Sewer/Water/Trash	21.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Monroeville Water Works	00292-00	PO Box 674 MONROEVILLE, AL 36461	Sewer/Water/Trash	88.50
Montgomery Water Works	263-0590.303; 269-0306.306	PO Box 830692 BIRMINGHAM, AL 35283-0692	Sewer/Water/Trash	48.00
Morristown Utility Commission - 59012	207393-107483	PO Box 59012 KNOXVILLE, TN 37950-9012	Sewer/Water/Trash	207.00
Mount Pleasant Waterworks, SC	00145308-00072605	PO Box 602832 CHARLOTTE, NC 28260-2832	Sewer/Water/Trash	17.00
Mountain EC - Mountain City, TN	771010002	PO Box 180 MOUNTAIN CITY, TN 37683	Electric/Natural Gas	115.00
Muncie Sanitary District	53 01300 01	300 N High St MUNCIE, TN 47305	Sewer/Water/Trash	11.50
Municipal Utilities/Poplar Bluff, MO	12-02954-00	P.O. Box 1268 POPLAR BLUFF, MO 63902-1268	Electric/Natural Gas	189.00
Municipal Utility Board OK	01-0244-06	P.O. Box 249 PRYOR, OK 74362	Electric/Natural Gas	115.50
Murfreesboro Water Resources Department	000008482-00007525; 000073732-00018829	PO Box 897 300 NW Broad St MURFREESBORO, TN 37133-0897	Sewer/Water/Trash	75.50
Murray Electric System	102440001	PO Box 1095 MURRAY, KY 42071-1095	Electric/Natural Gas	65.00
Murray Municipal Utilities	2500201807	P.O. Box 466 MURRAY, KY 42071	Electric/Natural Gas	46.50
Nashville Electric Service	0599912-0116611	PO Box 305099 NASHVILLE, TN 37230-5099	Electric/Natural Gas	104.50
New Albany Light, Gas & Water	204877-001611	P.O. Box 727 NEWALBANY, MS 38652	Electric/Natural Gas	132.50
New Braunfels Utilities, TX	00016920-60	PO Box 660 SAN ANTONIO, TX 78293-0660	Electric/Natural Gas	149.00
Newfoundland Power	5869020000	P.O. Box 12069 ST JOHNS, NL A1B 4B6	Electric/Natural Gas	581.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Newmarket-Tay Power Distribution	00466894-03	590 Steven Crt NEWMARKET, ON L3Y 6Z2	Electric/Natural Gas	360.00
Newnan Utilities, GA	586014-100398; 504592-108468	PO Box 105590 ATLANTA, GA 30348-5590	Electric/Natural Gas	114.00
Newport Utilities Board	111167	P.O. Box 519 NEWPORT, TN 37822-0519	Electric/Natural Gas	68.50
Niagara Peninsula Energy	3626108-19; 8404186-05; 3626009-16	P.O. Box 120 7447 Pin Oak Drive NIAGARA FALLS, ON L2E 6S9	Electric/Natural Gas	374.00
Nicor Gas/2020/0632/5407	1566333496 7; 1878286165 4; 6824981000 0; 1751571000 6; 4680662606 8; 48-87-12-6619 2; 7180930516 3; 9570975999 7; 4447064714 8; 5053291496 2	PO Box 5407 CAROL STREAM, IL 60197-5407	Electric/Natural Gas	914.50
NIPSCO - Northern Indiana Public Serv Co	041-270-003-7; 237-326-002-2; 263-241-008-4; 798-476-007-1; 511-791-009-7; 206-295-000-8	P.O. Box 13007 @ NiSource, Inc MERRILLVILLE, IN 46411-3007	Electric/Natural Gas	911.50
Nolin Rural Electric Cooperative	1024019802	411 RING RD ELIZABETHTOWN, KY 42701	Electric/Natural Gas	108.50
North Alabama Gas Dist, AL	74208	PO BOX 1428 MADISON, AL 35758	Electric/Natural Gas	106.50
North Bay Hydro	201195-23062	P.O. Box 3240 NORTH BAY, ON P1B 8Y5	Electric/Natural Gas	204.50
Northcentral Electric Cooperative	40433002	PO Box 405 BYHALIA, MS 38611	Electric/Natural Gas	87.00
Nova Scotia Power Inc	1313338-4; 1295752-8; 1784756-7; 1864581-2; 1662537-8; 1271627-0	P.O. Box 848 HALIFAX, NS B3J 2V7	Electric/Natural Gas	3,401.00
Oakville Hydro	142365-02	PO Box 1900 OAKVILLE, ON L6L 6R6	Electric/Natural Gas	367.50
OG&E -Oklahoma Gas & Electric Service	131276150-3; 129121580-2; 130192814-7; 128507256-5; 132190638-8; 131641697-1; 2866915-8	P.O. Box 24990 @ OGE Energy Corp OKLAHOMA CITY, OK 73124-0990	Electric/Natural Gas	612.00
Oklahoma Natural Gas Co: Kansas City	211405288 1267980 18; 211405288 2610909 09; 211405288 1418918 36; 211405288 1076259 18; 211166372 1150525 36; 211405288 1367057 64; 211083715 1757772 64; 210455095 1415544 82	PO Box 219296 KANSAS CITY, MO 64121-9296	Electric/Natural Gas	758.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Opelika Power Services, AL	125959001	P.O. Box 2168 Utility Business Office OPELIKA, AL 36803-2168	Electric/Natural Gas	(17.50)
Opelika Utilities	35541507695	P.O. Box 2587 OPELIKA, AL 38603-2587	Electric/Natural Gas	31.00
Oshawa PUC Networks Inc	00039114-08; 00005783-03; 00039581-05; 00073154-03	100 Simcoe Street South OSHAWA, ON L1H 7M7	Electric/Natural Gas	482.00
Owensboro Municipal Utilities (OMU)	516488-113435	P.O. BOX 806 OWENSBORO, KY 42302	Sewer/Water/Trash	-
Oxford Utilities - MS	211535-111375	PO Box 965 OXFORD, MS 38655	Sewer/Water/Trash	125.50
Paducah Power System	33675003	P.O. Box 180 PADUCAH, KY 42002	Electric/Natural Gas	108.00
Paducah Water Works	044326-000	P.O. Box 2477 PADUCAH, KY 42002	Sewer/Water/Trash	37.00
Pelham Water Works	53750	PO BOX 1479 PELHAM, AL 35124	Sewer/Water/Trash	46.00
Peterborough Utilities - Water	218852-44953	PO Box 4125 Stn Main PETERBOROUGH, ON K9J 6Z5	Sewer/Water/Trash	69.50
Phenix City Utilities, AL	035902	PO Box 760 Utilities Department PHENIX CITY, AL 36868-0760	Sewer/Water/Trash	20.50
Philadelphia Utilities	204326-103989	P.O. Box 88 PHILADELPHIA, MS 39350-0088	Electric/Natural Gas	100.50
Piedmont Natural Gas	9004696658001; 2004050670001; 9004696658002; 5004645952002; 9001433336001	PO Box 1246 @ Piedmont Natural Gas Company CHARLOTTE, NC 28201-1246	Electric/Natural Gas	330.50
Poteau Water Department, OK	12-4931-00	111 Peters Street POTEAU, OK 74953	Electric/Natural Gas	50.00
Powell Valley Electric Cooperative	77487002	P.O. Box 308 JONESVILLE, VA 24263	Electric/Natural Gas	124.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Powell-Clinch Utility District	28813	P.O. Box 428 LAKE CITY, TN 37769	Electric/Natural Gas	52.50
PowerStream Energy Services/95600	0001890900	PO Box 95600 RPO Newmarket CTR NEWMARKET, ON L3Y 8J8	Electric/Natural Gas	18.00
Prattville Water Works Board	64048	PO Box 680870 PRATTVILLE, AL 36068	Sewer/Water/Trash	21.50
Public Service Company of Oklahoma	952-783-434-3-9; 955-028-382-4-6; 953-581-030-4-2; 951-215-201-5-9; 959-903-583-5-0; 958-882-674-5-7	PO Box 371496 PITTSBURGH, PA 15250-7496	Electric/Natural Gas	547.50
Public Works & Utilities, KS	0407510-955967	PO Box 371496 PITTSBURGH, PA 15250-7496	Electric/Natural Gas	72.50
PUC Services Inc	0029688-07	P.O. Box 9000 SAULT STE MARIE, ON P6A 6P2	Electric/Natural Gas	252.00
Qwest/CenturyLink - EFT	503-659-9800 187	PO BOX 52187 PHOENIX, AZ 8072-2187	Telecom	17.00
Region of Peel/4512	2961-1300-00; 9817-3200-00; 8580-1100-00	PO Box 4512, Station A Accounts Receivable TORONTO, ON M5W 4L4	Sewer/Water/Trash	252.00
Reliance Home Comfort	200001158388; 200000564952	PO Box 4504, Stn A Payment Processing Ctr TORONTO, ON M5W 4J8	Electric/Natural Gas	23.00
Reliant Energy/NRG/4932/650475	74 201 824-5; 18 898 842-2; 19 317 788-8; 20 501 959-9; 17 618 553-6	P.O. Box 650475 DALLAS, TX 75265-0475	Electric/Natural Gas	1,263.00
Rice Lake Utilities	15-009812-00	320 West Coleman RICE LAKE, WI 54868	Electric/Natural Gas	53.50
Riviera Utilities - Foley, AL	2000023195	PO Box 580052 Attn: Payment Processing Center CHARLOTTE, NC 28258-0052	Electric/Natural Gas	76.00
Roane County Public Utility	222111400	PO Box 837 KINGSTON, TN 37763	Sewer/Water/Trash	35.50
Rochelle Municipal Utilities	01-0400200-002	P.O. Box 456 ROCHELLE, IL 61068-0456	Sewer/Water/Trash	67.00

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Rockwood Electric Utility	200528-006814	P.O. Box 108 ROCKWOOD, TN 37854	Electric/Natural Gas	72.50
Rockwood Water, Sewer & Gas	22211140	PO Box 583 ROCKWOOD, TN 37854	Sewer/Water/Trash	165.00
Rogers - 9100	9-1080-5902; 9-1710-3236; 9-2416-9162; 9-5385-2563; 9-0984-1702; 5-0034-4629; 9-1232-5834; 9-0438-5051; 9-0906-5609; 9-0984-1850; 9-0670-2907; 5-0077-5615; 5-0077-5685; 5-0028-8605; 9-2387-2410; 9-4062-6757; 9-2041-2368; 8-9123-0146; 7-8852-3561; 8-9003-2089; 9-0194-8117; 8-8078-7114; 8-8315-9899; 416-727-5606; 5-6411-6085 SUM; 416-418-7506; 437-772-3124; 403-966-2763; 902-403-7651; 647-641-3964; 647-625-8590; 416-904-2342; 416-669-7492; 306-241-2581; 905-441-4293; 416-729-2181; 647-294-2071; 416-414-4852; 647-338-9103; 416-809-1160; 647-622-1073; 647-407-4594; 647-241-6209; 780-932-1363; 780-782-3560; 780-935-4970; 647-203-6753; 902-402-5539; 647-203-6384; 416-277-2963; 647-291-6281; 416-509-8403; 519-639-4781; 519-636-4093; 905-251-5179; 647-624-6142; 705-761-9567; 647-624-5119; 416-723-2352; 613-862-1156; 289-775-8072; 905-518-2956; 647-302-6978; 519-619-5310; 647-241-8535; 647-967-7922; 416-305-5386; 416-409-7187; 705-717-9105; 416-716-8864; 289-668-6798; 905-441-5364; 416-543-5936; 905-251-2333; 905-515-5398; 905-515-3493; 289-242-1814; 613-852-8463; 226-808-4124; 226-920-8753; 226-920-4298; 289-927-2891; 613-404-6981; 226-980-7430; 604-512-8935; 778-239-9871; 778-837-7900; 250-732-0451; 604-671-9438; 604-671-8262; 604-217-4206; 204-295-9323; 204-291-8203; 604-316-3864; 778-239-4609; 306-987-0160; 306-987-0159; 306-501-5379; 403-872-1584; 780-224-2604; 780-901-2886; 403-977-0629; 780-884-0857; 403-617-9389; 403-605-6317; 403-606-6425; 587-897-0846; 780-860-4593; 587-920-6001; 587-890-6589; 403-605-8597; 204-296-2908; 437-774-1637; 204-293-2741; 519-903-1382; 416-903-3206; 416-671-7952; 613-661-3320; 604-764-1227; 905-431-5914; 437-772-8865; 306-241-7572; 519-577-9276; 416-605-2266; 647-292-9226; 647-242-1496; 416-802-6469; 647-638-7817; 647-409-3312; 647-402-4579; 902-403-2286; 902-403-2179; 902-403-2016; 902-402-4186; 647-278-7887; 437-233-1303; 289-923-2475; 613-862-6780; 705-507-6274; 647-449-2607; 705-761-6874; 416-417-3263; 416-414-8235; 647-824-5229; 647-629-2506; 416-402-3127; 647-539-1305; 416-710-0612; 647-296-1039; 647-241-0578; 705-717-8672; 647-923-7309; 519-562-9543; 416-454-0954; 289-821-4542; 226-979-5168; 416-419-9571; 647-241-9907; 647-242-3615; 647-972-3041; 613-484-3327; 647-338-6211; 905-512-9310; 647-923-7340; 647-203-7394; 416-414-3147; 416-414-3078; 705-561-6358; 519-566-6612; 647-823-2178; 647-982-1461; 416-565-4360; 519-639-5643; 647-203-5916; 705-345-3917; 613-286-4988; 519-562-1280; 647-309-0241; 647-308-7836; 778-389-1626; 778-389-1614; 604-512-4599; 604-512-4538; 604-505-7579; 250-307-3185; 204-898-7362; 204-294-8979; 604-655-1219; 250-618-1572; 604-417-6927; 604-316-3257; 250-618-4810; 604-363-6214; 604-375-3394; 226-338-8147; 647-308-3795; 647-300-6201; 647-302-9504; 778-288-8284; 437-233-1024; 437-233-1464; 416-624-5919; 416-722-3041; 416-662-8370; 416-561-1826; 905-321-9763; 613-797-6252; 416-417-1564; 647-922-6480; 905-518-6215; 416-669-6038; 226-932-2301; 519-639-8964; 647-295-9609; 647-241-6925; 289-404-7362;	PO BOX 9100 DON MILLS, ON M3C 3P9	Telecom	13,841.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
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Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
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Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
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Rogers Payment Centre - 4100	233-702547204; 233-681895608; 233-647664305	PO BOX 4100 DON MILLS, ON M3C 3N9	Telecom	301.00
Rogersville Water Commission	190425	1616 E Main Street ROGERSVILLE, TN 37857	Sewer/Water/Trash	18.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Rolla Municipal Utilities	82793-40806	P.O. Box 767 ROLLA, MO 65402-0767	Electric/Natural Gas	75.00
San Antonio Water System, TX	000283461-0283462-0001	PO Box 650989 DALLAS, TX 75265-0989	Sewer/Water/Trash	17.50
Sandpiper Energy Solutions	HLSE367214	2225 Sheppard Ave E Ste 800 TORONTO, ON M2J 5C2	Electric/Natural Gas	10.00
Santee Cooper	6505873480; 0578700000; 4907110000	PO Box 188 MONCKS CORNER, SC 29461-0188	Electric/Natural Gas	357.50
Saraland Water Service	09-0655-01; 05-1038-02	P.O. Box 837 SARALAND, AL 36571	Sewer/Water/Trash	74.00
Sask Power	5100 0321 8607; 5100 0323 6716; 5100 0303 9052	PO Box 6300 STN Main REGINA, SK S4P 4J5	Electric/Natural Gas	768.00
SaskEnergy	25-101 Victoria Ave; 1501 Idylwyld Dr N; 475 Albert St; B-2115 22nd St W; A-210 15th St W; 704 391 0000 2; 303 51st St E	PO Box 6300 STN Main REGINA, SK S4P 4J5	Electric/Natural Gas	1,857.50
Scana Energy/105046	7310132921716	PO Box 105046 ATLANTA, GA 30348-5046	Electric/Natural Gas	56.00
Scottsboro Electric Power Board	204140-007106	P.O. Box 550 SCOTTSBORO, AL 35768-0550	Electric/Natural Gas	43.50
Scottsboro Water, Sewer and Gas Board	223596-123259	P.O. Box 550 SCOTTSBORO, AL 35768-0550	Sewer/Water/Trash	43.50
SD1	9003070200-005	PO Box 791705 BALTIMORE, MD 21279-1705	Sewer/Water/Trash	38.50
Selma Water & Sewer Board AL	89-391802	P.O. Box 326 SELMA, AL 36702-0326	Sewer/Water/Trash	40.50
Seneca Light & Water	71-02859-002	P.O. Box 4773 SENECA, SC 29679-4771	Electric/Natural Gas	26.00
Sevier County Electric System	112513002	P.O. Box 4870 SEVIERVILLE, TN 37864	Electric/Natural Gas	101.50
Sevier County Utility District (SCUD)	205127-103045	PO Box 6519 SEVIERVILLE, TN 37864-6519	Electric/Natural Gas	116.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Shaw Cable - 2468	014-1416-6185	P.O. Box 2468 Stn Main CALGARY, AB T2P 4Y2	Telecom	40.50
Shawano Municipal Utilities	2701080-10	P.O. Box 436 SHAWANO, WI 54166-0436	Electric/Natural Gas	61.50
Sheboygan Water Utility, WI	89-646-08-02	72 Park Ave SHEBOYGAN, WI 53081	Sewer/Water/Trash	39.00
Shelbyville Power System, TN	207325-107374	P.O. Box 530 SHELBYVILLE, TN 37162	Electric/Natural Gas	63.50
Snapping Shoals EMC	3263530	P.O. Box 73 COVINGTON, GA 30015	Electric/Natural Gas	139.00
Southern Billing Services SUM - 23149	SHREVEPORT, LA - 8939 JEWELLA RD800836 SUM; DENHAM SPRINGS, LA800836 SUM; MILLINGTON, TN800836 SUM; HOUMA, LA800836 SUM; SUMTER, SC800836 SUM; FOREST, MS800836 SUM; ALEXANDRIA, LA800836 SUM; NEW IBERIA, LA800836 SUM; GONZALES, LA800836 SUM; BAKER, LA800836 SUM; LA PLACE, LA800836 SUM; LAFAYETTE, LA800836 SUM; DERRIDER, LA800836 SUM; OLIVE BRANCH, MS800836 SUM; RIDGELAND, MS - HWY 51800836 SUM; PEARL, MS800836 SUM; SOUTHAVEN, MS800836 SUM; SHREVEPORT, LA - 3000 N MARKET ST800836 SUM; DOTHAN, AL800836 SUM; CROSSVILLE, TN800836 SUM; TUPELO, MS800836 SUM; MONROE, LA800836 SUM; HATTIESBURG, MS800836 SUM; ROCK HILL, SC800836 SUM; LAKE CHARLES, LA800836 SUM; THOMASVILLE, AL800836 SUM; CORDOVA, TN800836 SUM; JOHNSON CITY, TN800836 SUM; FLORENCE, AL800836 SUM; SENATOBIA, MS800836 SUM; SULPHER, LA800836 SUM; GALLATIN, TN800836 SUM; CHATANOOGA, TN800836 SUM; CROWLEY, LA800836 SUM; BRUSLEY, LA800836 SUM; HAZLEHURST, MS800836 SUM; CANTON, MS800836 SUM; WAVELAND, MS800836 SUM; PHILADELPHIA, MS800836 SUM; GULFPORT, MS800836 SUM; PELHAM, AL800836 SUM; GRENADA, MS800836 SUM; SLIDELL, LA800836 SUM; WIGGINS, MS800836 SUM; JACKSON, TN800836 SUM; BOSSIER CITY, LA800836 SUM; MOBILE, AL - Tillmans Corner800836 SUM; OXFORD, MS800836 SUM; BILOXI, MS800836 SUM; MCCOMB, MS800836 SUM; BROOKHAVEN, MS800836 SUM; WAYNESBORO, MS800836 SUM; MURFREESBORO, TN800836 SUM; LEXINGTON, TN800836 SUM; MILAN, TN800836 SUM; PASCAGOULA MS800836 SUM; AMORY, MS800836 SUM; CLINTON, MS800836 SUM; CORINTH, MS800836 SUM; RICHLAND, MS800836 SUM; PELL CITY, AL800836 SUM; PRATTVILLE, AL800836 SUM; OPELOUSAS, LA800836 SUM; COLUMBIA, MS800836 SUM; WINONA, MS800836 SUM; VICKSBURG, MS800836 SUM; PICAYUNE, MS800836 SUM; MAGEE, MS800836 SUM; BATESVILLE, MS800836 SUM; STARKVILLE,	PO BOX 23149 JACKSON, MS 39225	Telecom	29,775.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	MS800836 SUM; KNOXVILLE, TN - 5022 CLINTON HWY800836 SUM; COVINGTON, TN800836 SUM; WEST MONROE, LA800836 SUM; HOLLY SPRINGS, MS800836 SUM; BOLIVAR, TN800836 SUM; COLUMBIA, SC800836 SUM; COLUMBIA, TN800836 SUM; LAWRENCEBURG, TN800836 SUM; COVINGTON, LA800836 SUM; THIBODAU, LA800836 SUM; HAMMOND, LA800836 SUM; LOUISVILLE, MS800836 SUM; KOSCIUSKO, MS800836 SUM; MONTGOMERY, AL800836 SUM; KNOXVILLE- KINGSTON PIKE800836 SUM; COLUMBUS, MS800836 SUM; NEW ALBANY, MS800836 SUM; GREENVILLE, SC800836 SUM; NORTH CHARLESTON, SC800836 SUM; LEXINGTON, SC800836 SUM; SIMPSONVILLE, SC800836 SUM; WEST COLUMBIA, SC800836 SUM; SOUTH FLORENCE, SC800836 SUM; SUMMERVILLE, SC800836 SUM; CAMDEN, SC800836 SUM; DECATUR, AL800836 SUM; LEBANON, TN800836 SUM; BROWNSVILLE, TN800836 SUM; LAUREL, MS800836 SUM; MERIDIAN, MS800836 SUM; SARALAND, AL800836 SUM; DICKSON, TN800836 SUM; WEST ASHLEY - CHARLESTON, SC800836 SUM; 846 Woody Jones Blvd800836 SUM; COOKEVILLE, TN800836 SUM; 800836 SUM800836 SUM; 605 CRESCENT BLVD800836 SUM; CORNELIA, GA800836 SUM			
Southern Pine Electric Power/2153	299476001	PO Box 2153 Department 1340 BIRMINGHAM, AL 35287-1340	Electric/Natural Gas	104.50
Southwest Mississippi Electric Power	1501472001	PO Box 5 LORMAN, MS 39096	Electric/Natural Gas	215.00
Southwest Tennessee EMC	219309-118779	PO Box 55360 LITTLE ROCK, AR 72215-5360	Electric/Natural Gas	148.00
Southwestern Electric Power	960-386-785-1-0; 960-972-082-3-3; 963-445-332-2-7; 965-156-570-1-1; 967-155-483-2-5; 962-773-834-1-8; 961-984-773-2-3	PO Box 371496 PITTSBURGH, PA 15250-7496	Electric/Natural Gas	1,473.50
Spartanburg Water System	197290/281644	P.O. Box 251 SPARTANBURG, SC 29304-0251	Sewer/Water/Trash	11.00
Spectrotel SUM - 1949	365056352843 SUM; 363403352843 SUM; 361336352843 SUM; 408976407831 SUM; 408975407831 SUM; 353553352843 SUM; 363390352843 SUM; 364562352843 SUM; 365034352843 SUM; 408952407831 SUM; 361648352843 SUM; 361617352843 SUM; 361613352843 SUM; 361481352843 SUM; 365205352843 SUM; 365207352843 SUM; 371591352843 SUM; 436089352843 SUM; 408947407831 SUM; 353568352843 SUM; 408995407831 SUM; 365057352843 SUM; 408934407831 SUM; 408944407831 SUM; 409004407831 SUM; 409019407831 SUM; 364676352843 SUM; 361618352843 SUM; 408943407831 SUM; 409026407831 SUM; 364661352843 SUM; 408914407831 SUM; 414696352843 SUM; 361545352843 SUM; 398215352843 SUM; 361608352843 SUM; 409016407831 SUM; 408929407831 SUM; 361649352843	PO BOX 1949 NEWARK, NJ 07101-1949	Telecom	109,685.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	SUM; 408928407831 SUM; 408981407831 SUM; 409017407831 SUM; 364628352843 SUM; 364627352843 SUM; 415181352843 SUM; 358620352843 SUM; 369434352843 SUM; 408964407831 SUM; 364559352843 SUM; 359503352843 SUM; 364677352843 SUM; 359501352843 SUM; 380180352843 SUM; 364639352843 SUM; 409011407831 SUM; 359500352843 SUM; 361641352843 SUM; 364623352843 SUM; 405116352843 SUM; 361549352843 SUM; 361645352843 SUM; 361559352843 SUM; 408983407831 SUM; 364673352843 SUM; 361616352843 SUM; 361491352843 SUM; 361467352843 SUM; 367485352843 SUM; 361700352843 SUM; 361536352843 SUM; 374676352843 SUM; 364636352843 SUM; 367867352843 SUM; 361386352843 SUM; 361232352843 SUM; 365051352843 SUM; 365045352843 SUM; 361489352843 SUM; 365024352843 SUM; 352843352843 SUM; 364993352843 SUM; 365053352843 SUM; 364666352843 SUM; 352843 SUM352843 SUM; 407831 SUM407831 SUM; 364633352843 SUM; 374217352843 SUM; 363399352843 SUM; 408972407831 SUM; 363513352843 SUM; 353552352843 SUM; 409029407831 SUM; 408989407831 SUM; 365201352843 SUM; 364658352843 SUM; 353558352843 SUM; 409021407831 SUM; 408967407831 SUM; 364660352843 SUM; 365030352843 SUM; 408324352843 SUM; 361553352843 SUM; 410079407831 SUM; 353584352843 SUM; 365040352843 SUM; 365058352843 SUM; 409001407831 SUM; 408990407831 SUM; 361699352843 SUM; 365002352843 SUM; 360475352843 SUM; 365001352843 SUM; 408988407831 SUM; 361651352843 SUM; 364668352843 SUM; 409060407831 SUM; 398081352843 SUM; 408916407831 SUM; 361614352843 SUM; 408946407831 SUM; 361555352843 SUM; 409058407831 SUM; 361600352843 SUM; 364625352843 SUM; 359494352843 SUM; 398287352843 SUM; 408961407831 SUM; 365036352843 SUM; 405924352843 SUM; 363511352843 SUM; 408917407831 SUM; 361646352843 SUM; 364678352843 SUM; 353570352843 SUM; 365068352843 SUM; 414188352843 SUM; 364671352843 SUM; 409952407831 SUM; 364663352843 SUM; 361388352843 SUM; 361551352843 SUM; 361554352843 SUM; 365029352843 SUM; 361233352843 SUM; 365048352843 SUM; 363392352843 SUM; 361469352843 SUM; 364571352843 SUM; 359497352843 SUM; 353559352843 SUM; 361696352843 SUM; 365046352843 SUM; 361492352843 SUM; 420484352843 SUM; 410142407831 SUM; 364575352843 SUM; 368561352843 SUM; 365023352843 SUM; 364558352843 SUM; 365070352843 SUM; 361609352843 SUM; 353557352843 SUM; 409059407831 SUM; 367922352843 SUM; 408951407831 SUM; 353588352843 SUM; 365025352843 SUM; 361610352843 SUM; 408915407831 SUM; 408992407831 SUM; 364998352843 SUM; 361542352843 SUM; 408923407831 SUM; 409056407831 SUM; 361599352843 SUM; 365066352843 SUM; 407664352843 SUM; 365054352843 SUM; 363396352843 SUM; 409024407831 SUM; 398750352843 SUM; 408968407831 SUM; 365037352843 SUM; 409057407831 SUM; 413418352843 SUM; 407619352843 SUM; 410077407831 SUM; 361603352843 SUM; 364992352843 SUM; 361605352843 SUM; 408998407831 SUM; 361230352843 SUM;			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	405120352843 SUM; 408931407831 SUM; 365202352843 SUM; 361602352843 SUM; 364654352843 SUM; 365097352843 SUM; 364996352843 SUM; 361384352843 SUM; 361341352843 SUM; 365043352843 SUM; 361538352843 SUM; 361695352843 SUM; 367979352843 SUM; 363400352843 SUM; 365062352843 SUM; 364989352843 SUM; 410143407831 SUM; 365035352843 SUM; 365047352843 SUM; 409015407831 SUM; 407832407831 SUM; 365203352843 SUM; 363512352843 SUM; 407620352843 SUM; 407833407831 SUM; 365069352843 SUM; 353565352843 SUM; 427820352843 SUM; 353566352843 SUM; 387083352843 SUM; 365067352843 SUM; 358205352843 SUM; 365055352843 SUM; 408970407831 SUM; 353574352843 SUM; 363514352843 SUM; 353572352843 SUM; 365064352843 SUM; 408922407831 SUM; 364576352843 SUM; 361650352843 SUM; 409027407831 SUM; 380179352843 SUM; 408939407831 SUM; 364994352843 SUM; 365050352843 SUM; 409025407831 SUM; 408960407831 SUM; 408962407831 SUM; 408991407831 SUM; 436065407831 SUM; 410080407831 SUM; 364999352843 SUM; 413287407831 SUM; 365204352843 SUM; 408924407831 SUM; 407466352843 SUM; 361624352843 SUM; 408925407831 SUM; 353571352843 SUM; 353590352843 SUM; 361606352843 SUM; 410081407831 SUM; 379392352843 SUM; 398003352843 SUM; 409000407831 SUM; 364630352843 SUM; 364672352843 SUM; 364662352843 SUM; 361556352843 SUM; 409005407831 SUM; 365052352843 SUM; 364667352843 SUM; 379394352843 SUM; 353587352843 SUM; 408945407831 SUM; 364564352843 SUM; 364629352843 SUM; 353567352843 SUM; 410078407831 SUM; 353563352843 SUM; 398752352843 SUM; 364632352843 SUM; 398751352843 SUM; 409010407831 SUM; 364577352843 SUM; 408927407831 SUM; 361557352843 SUM; 409014407831 SUM; 408921407831 SUM; 408979407831 SUM; 353564352843 SUM; 353573352843 SUM; 364653352843 SUM; 361484352843 SUM; 409013407831 SUM; 408994407831 SUM; 436088352843 SUM; 361503352843 SUM; 364573352843 SUM; 408955407831 SUM; 365033352843 SUM; 361342352843 SUM; 361612352843 SUM; 409030407831 SUM; 408935407831 SUM; 408938407831 SUM; 377879352843 SUM; 408932407831 SUM; 408954407831 SUM; 409022407831 SUM; 409020407831 SUM; 408969407831 SUM; 408971407831 SUM; 409055407831 SUM; 408937407831 SUM; 361482352843 SUM; 408930407831 SUM; 408977407831 SUM; 408980407831 SUM; 408940407831 SUM; 364631352843 SUM; 409023407831 SUM; 408965407831 SUM; 409009407831 SUM; 408993407831 SUM; 364675352843 SUM; 363394352843 SUM; 408996407831 SUM; 361480352843 SUM; 365044352843 SUM; 408984407831 SUM; 361343352843 SUM; 361235352843 SUM; 408919407831 SUM; 409018407831 SUM; 364574352843 SUM; 420044407831 SUM; 365032352843 SUM; 365039352843 SUM; 364990352843 SUM; 447728407831 SUM; 365063352843 SUM; 365061352843 SUM; 398214352843 SUM; 408997407831 SUM; 361490352843 SUM; 447729407831 SUM; 408926407831 SUM; 363510352843 SUM; 361647352843 SUM; 365028352843 SUM; 365042352843 SUM; 409006407831 SUM;			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	408953407831 SUM; 458324407831 SUM; 408918407831 SUM; 365027352843 SUM; 408985407831 SUM; 409008407831 SUM; 447727407831 SUM; 361494352843 SUM; 361493352843 SUM; 364567352843 SUM; 361487352843 SUM; 361236352843 SUM; 408959407831 SUM; 364995352843 SUM; 359496352843 SUM; 364674352843 SUM; 408949407831 SUM; 407831407831 SUM; 377266352843 SUM; 408986407831 SUM			
Spire/Birmingham	8605662222; 5764232222; 8309762222; 8531552222; 5045852222; 2468012222; 1950242222; 8647242222	PO Box 2224 BIRMINGHAM, AL 35246-0022	Electric/Natural Gas	552.50
Spire/St Louis	1257 Jungermann Rd7986111000; 1259 Jungermann Rd7986111000; 79861110007986111000; 5204411000	Drawer 2 ST LOUIS, MO 63171	Electric/Natural Gas	197.00
Starkville Utilities	107248	PO Box 927 STARKVILLE, MS 39760	Electric/Natural Gas	128.50
Summerville CPW	10545	PO Box 63070 CHARLOTTE, NC 28263-3070	Sewer/Water/Trash	18.50
	47270			18.50
Summit Natural Gas of Missouri Inc	2088051	PO Box 77207 MINNEAPOLIS, MN 55480-7200	Electric/Natural Gas	130.50
Summit Utilities Arkansas Inc	210100297608	PO Box 676344 DALLAS, TX 75267-6344	Electric/Natural Gas	25.50
Summit Utilities Oklahoma Inc	210100050504; 210100365015; 210100361801; 210100449880	PO Box 676357 DALLAS, TX 75267-6357	Electric/Natural Gas	432.00
Sylacauga Utilities Board - 207	866773	PO BOX 207 SYLACAUGA, AL 35150-0207	Electric/Natural Gas	139.00
Synergy North	290543-143904; 290543-200694; 290543-201704	34 North Cumberland St THUNDER BAY, ON P7A 4L4	Electric/Natural Gas	640.00
Tallahatchie Valley Electric Power Assoc	10337-001	P.O. Box 513 BATESVILLE, MS 38606	Electric/Natural Gas	115.00
TEC - 22588	148958	BAY SPRINGS OFFICE PO BOX 22588 JACKSON, MS 39225-2588	Telecom	9.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
TEC - 24535	152186	PO BOX 24535 ATTN: ROANOKE OFFICE JACKSON, MS 39225-4535	Telecom	13.50
TEC - 940	650249; 148913; 507792; 507790; 148900; 149247; 650248; 148901	PO BOX 940 JACKSON, MS 39205-0940	Telecom	71.00
TELUS - 7575	235552307 9	PO BOX 7575 VANCOUVER, BC V6B 8N9	Telecom	39.00
Tennessee American Water Company	1026-220000117429; 1026-220011799951; 1026-210014799106	PO Box 6029 CAROL STREAM, IL 60197-6029	Sewer/Water/Trash	34.50
Terrebonne Parish Consolidated Govt.	0058850	P.O. Box 6097 HOUMA, LA 70361	Electric/Natural Gas	116.50
Texarkana Water Utilities	000381890007	P.O. Box 2008 TEXARKANA, TX 75504	Sewer/Water/Trash	22.50
The City of Barrie, ON	000108307-000103524	Box 400 Service Barrie BARRIE, ON L4M 4T5	Sewer/Water/Trash	22.50
The Utilities Board of Tuskegee	24-1260-04	P.O. Box 831050 Utilities Board TUSKEGEE, AL 36083	Electric/Natural Gas	272.50
Toronto Hydro Electric System	3876060000; 1097254034; 7372050519; 1670653429; 8342328683; 0736240000; 8367530000; 4552876849; 6349590000; 0279750054; 4387893338; 4698135340; 8823095828; 2002600000; 8433790000; 9085380000; 9564580438; 1541233270; 1153085991; 6601168391; 4101830000; 7485911420; 9620956648; 2693040000; 3845830000; 4979880000; 9784680000; 3985197703; 5364822025; 8885623755; 5929415452; 6770888366; 2611740000; 9825598265; 7191600000; 5857766868	PO Box 4490 STN A TORONTO, ON M5W 4H3	Electric/Natural Gas	8,282.00
Toronto Water & Solid Waste Mgmt Svcs	000257285 001071154 01; 000356256 001231817 01	Box 6000 Revenue Services TORONTO, ON M2N 5V3	Sewer/Water/Trash	96.00
Town of Cheraw, SC	7542	P.O. Box 219 Water Works CHERAW, SC 29520	Sewer/Water/Trash	21.50
Town of Kingstree, SC	1062	401 North Long Street Water Department KINGSTREE, SC 29556	Sewer/Water/Trash	45.50
Town of Lexington, SC	110-000465-01	P.O. Box 397 LEXINGTON, SC 29071	Sewer/Water/Trash	21.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Town of Mountain City Water Dept. TN	020-00381-09	210 South Church St Water Department MOUNTAIN CITY, TN 37683	Sewer/Water/Trash	26.00
Tullahoma Utilities Authority	052-4610-06	PO BOX 788 TULLAHOMA, TN 37388	Sewer/Water/Trash	114.50
Tupelo Water & Light Dept	202732-102848	P.O. Box 588 TUPELO, MS 38802- 0588	Electric/Natural Gas	63.00
TXU Energy/650638	100041557858; 900009477254; 900008390311; 100027883774; 900008579587; 100050457072	PO BOX 650638 DALLAS, TX 75265-0638	Electric/Natural Gas	450.50
Union City Energy Authority	201442-007805; 201447-101395	P.O. Box 369 UNION CITY, TN 38281-0369	Electric/Natural Gas	123.00
Utilities Board - City of Roanoke, AL	12744	P.O. Box 1395 ROANOKE, AL 36274	Sewer/Water/Trash	40.50
Utilities Inc of Louisiana	4149402792	PO Box 70723 PHILADELPHIA, PA 19176-0723	Sewer/Water/Trash	107.00
Utility Payment Processing/BR Water	06 47 09 330 0017 02; 06 47 09 330 0020 02	PO Box 96025 BATON ROUGE, LA 70896-9025	Sewer/Water/Trash	53.00
Utility Payment Processing/Crowley	06 15 13 155 0038 05	PO Box 96025 BATON ROUGE, LA 70896-9025	Sewer/Water/Trash	20.50
Verizon Wireless SUM - EFT	901-569-2805 (281046072-00001)281046072-00001 SUM; 901-569-1893 (281046072-00001)281046072-00001 SUM; 847-921-0942 (281046072- 00001)281046072-00001 SUM; 346-588-2423 (281046072-00001)281046072-00001 SUM; 864-608-1240 (281046072-00001)281046072-00001 SUM; 616-613-0978 (281046072-00001)281046072-00001 SUM; 312-877-3647 (281046072- 00001)281046072-00001 SUM; 630-487-7895 (281046072-00001)281046072-00001 SUM; 316-641-1133 (281046072-00001)281046072-00001 SUM; 509-828-7805 (281046072-00001)281046072-00001 SUM; 316-617-8627 (281046072- 00001)281046072-00001 SUM; 316-617-9421 (281046072-00001)281046072-00001 SUM; 316-350-4156 (281046072-00001)281046072-00001 SUM; 316-252-7138 (281046072-00001)281046072-00001 SUM; 316-201-7514 (281046072- 00001)281046072-00001 SUM; 980-384-2325 (281046072-00001)281046072-00001 SUM; 509-863-4401 (281046072-00001)281046072-00001 SUM; 509-863-3549 (281046072-00001)281046072-00001 SUM; 316-644-2852 (281046072- 00001)281046072-00001 SUM; 316-361-1655 (281046072-00001)281046072-00001 SUM; 316-285-5770 (281046072-00001)281046072-00001 SUM; 316-243-8890 (281046072-00001)281046072-00001 SUM; 316-213-2364 (281046072-	PO BOX 660108 DALLAS, TX 75266-0108	Telecom	1,399.50

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	00001)281046072-00001 SUM; 484-798-4469 (281046072-00001)281046072-00001 SUM; 719-684-5857 (281046072-00001)281046072-00001 SUM; 316-789-5903 (281046072-00001)281046072-00001 SUM; 316-765-5821 (281046072-00001)281046072-00001 SUM; 316-761-1509 (281046072-00001)281046072-00001 SUM; 316-665-9372 (281046072-00001)281046072-00001 SUM; 316-617-2496 (281046072-00001)281046072-00001 SUM; 316-303-2528 (281046072-00001)281046072-00001 SUM; 316-285-4176 (281046072-00001)281046072-00001 SUM; 316-249-2166 (281046072-00001)281046072-00001 SUM; 316-213-4182 (281046072-00001)281046072-00001 SUM; 310-699-1504 (281046072-00001)281046072-00001 SUM; 313-400-5927 (281046072-00001)281046072-00001 SUM; 316-350-9591 (281046072-00001)281046072-00001 SUM; 316-303-2058 (281046072-00001)281046072-00001 SUM; 316-252-7229 (281046072-00001)281046072-00001 SUM; 816-947-0369 (281046072-00001)281046072-00001 SUM; 513-687-4514 (281046072-00001)281046072-00001 SUM; 941-236-6524 (281046072-00001)281046072-00001 SUM; 816-947-0815 (281046072-00001)281046072-00001 SUM; 316-665-9072 (281046072-00001)281046072-00001 SUM; 316-665-9067 (281046072-00001)281046072-00001 SUM; 316-665-1594 (281046072-00001)281046072-00001 SUM; 316-617-3449 (281046072-00001)281046072-00001 SUM; 316-368-7363 (281046072-00001)281046072-00001 SUM; 316-347-1886 (281046072-00001)281046072-00001 SUM; 231-215-2578 (281046072-00001)281046072-00001 SUM; 816-890-1486 (281046072-00001)281046072-00001 SUM; 816-947-0367 (281046072-00001)281046072-00001 SUM; 816-947-0366 (281046072-00001)281046072-00001 SUM; 816-890-1485 (281046072-00001)281046072-00001 SUM; 816-890-1483 (281046072-00001)281046072-00001 SUM; 816-947-0368 (281046072-00001)281046072-00001 SUM; 816-947-0365 (281046072-00001)281046072-00001 SUM; 630-988-5006 (281046072-00001)281046072-00001 SUM; 816-947-0383 (281046072-00001)281046072-00001 SUM; 816-947-0382 (281046072-00001)281046072-00001 SUM; 816-947-0381 (281046072-00001)281046072-00001 SUM; 816-947-0380 (281046072-00001)281046072-00001 SUM; 816-947-0379 (281046072-00001)281046072-00001 SUM; 816-947-0378 (281046072-00001)281046072-00001 SUM; 816-947-0377 (281046072-00001)281046072-00001 SUM; 816-947-0376 (281046072-00001)281046072-00001 SUM; 816-947-0375 (281046072-00001)281046072-00001 SUM; 816-947-0374 (281046072-00001)281046072-00001 SUM; 816-947-0372 (281046072-00001)281046072-00001 SUM; 816-947-0371 (281046072-00001)281046072-00001 SUM; 816-947-0370 (281046072-00001)281046072-00001 SUM; 816-947-0364 (281046072-00001)281046072-00001 SUM; 816-947-0363 (281046072-00001)281046072-00001 SUM; 816-947-0362 (281046072-00001)281046072-00001 SUM; 816-947-0361 (281046072-00001)281046072-00001 SUM; 816-947-0360 (281046072-00001)281046072-00001 SUM; 816-947-0356 (281046072-00001)281046072-00001 SUM; 816-947-0355 (281046072-00001)281046072-00001 SUM; 816-947-0354 (281046072-00001)281046072-00001 SUM; 816-947-0495 (281046072-00001)281046072-00001 SUM; 847-894-0370 (281046072-00001)281046072-00001 SUM; 847-579-8542			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	(281046072-00001)281046072-00001 SUM; 779-361-1290 (281046072-00001)281046072-00001 SUM; 779-361-1289 (281046072-00001)281046072-00001 SUM; 779-361-1279 (281046072-00001)281046072-00001 SUM; 779-361-1276 (281046072-00001)281046072-00001 SUM; 312-209-8137 (281046072-00001)281046072-00001 SUM; 478-993-6473 (281046072-00001)281046072-00001 SUM; 762-448-9921 (281046072-00001)281046072-00001 SUM; 706-415-9099 (281046072-00001)281046072-00001 SUM; 682-532-5944 (281046072-00001)281046072-00001 SUM; 682-532-5701 (281046072-00001)281046072-00001 SUM; 812-830-8327 (281046072-00001)281046072-00001 SUM; 312-720-1513 (281046072-00001)281046072-00001 SUM; 316-712-1993 (281046072-00001)281046072-00001 SUM; 316-712-1016 (281046072-00001)281046072-00001 SUM; 316-558-6763 (281046072-00001)281046072-00001 SUM; 865-466-4332 (281046072-00001)281046072-00001 SUM; 865-466-0624 (281046072-00001)281046072-00001 SUM; 615-426-7983 (281046072-00001)281046072-00001 SUM; 708-697-1836 (281046072-00001)281046072-00001 SUM; 708-375-9761 (281046072-00001)281046072-00001 SUM; 708-375-9694 (281046072-00001)281046072-00001 SUM; 316-978-0694 (281046072-00001)281046072-00001 SUM; 912-300-7903 (281046072-00001)281046072-00001 SUM; 816-947-0373 (281046072-00001)281046072-00001 SUM; 816-947-0353 (281046072-00001)281046072-00001 SUM; 770-324-5813 (281046072-00001)281046072-00001 SUM; 470-714-4112 (281046072-00001)281046072-00001 SUM; 901-569-1844 (281046072-00001)281046072-00001 SUM; 859-880-3589 (281046072-00001)281046072-00001 SUM; 773-965-0651 (281046072-00001)281046072-00001 SUM; 773-965-0650 (281046072-00001)281046072-00001 SUM; 773-965-0649 (281046072-00001)281046072-00001 SUM; 773-965-0646 (281046072-00001)281046072-00001 SUM; 773-965-0645 (281046072-00001)281046072-00001 SUM; 773-965-0641 (281046072-00001)281046072-00001 SUM; 770-286-9885 (281046072-00001)281046072-00001 SUM; 770-286-9016 (281046072-00001)281046072-00001 SUM; 708-533-1587 (281046072-00001)281046072-00001 SUM; 502-780-3396 (281046072-00001)281046072-00001 SUM; 463-276-1315 (281046072-00001)281046072-00001 SUM; 463-276-1312 (281046072-00001)281046072-00001 SUM; 463-276-1311 (281046072-00001)281046072-00001 SUM; 463-276-1308 (281046072-00001)281046072-00001 SUM; 414-497-0018 (281046072-00001)281046072-00001 SUM; 864-765-1130 (281046072-00001)281046072-00001 SUM; 509-824-5935 (281046072-00001)281046072-00001 SUM; 509-824-3890 (281046072-00001)281046072-00001 SUM; 509-824-3888 (281046072-00001)281046072-00001 SUM; 509-824-3867 (281046072-00001)281046072-00001 SUM; 509-824-3865 (281046072-00001)281046072-00001 SUM; 509-824-3770 (281046072-00001)281046072-00001 SUM; 509-824-3769 (281046072-00001)281046072-00001 SUM; 509-824-3765 (281046072-00001)281046072-00001 SUM; 509-824-3764 (281046072-00001)281046072-00001 SUM; 509-824-3761 (281046072-00001)281046072-00001 SUM; 509-824-3756 (281046072-00001)281046072-00001 SUM; 316-303-5463 (281046072-00001)281046072-00001 SUM; 281046072-00001 SUM; 281046072-00001 SUM;			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	<p>509-724-8671 (281046072-00001)281046072-00001 SUM; 630-263-4275 (281046072-00001)281046072-00001 SUM; 317-954-7185 (281046072-00001)281046072-00001 SUM; 987137040-00001 SUM; 987137040-00001 SUM; 987137040-00001 (0896)987137040-00001 SUM; 987137040-00001 (0888)987137040-00001 SUM; 484-686-3850 (281046072-00001)281046072-00001 SUM; 316-874-6034 (281046072-00001)281046072-00001 SUM; 316-874-6033 (281046072-00001)281046072-00001 SUM; 316-874-6002 (281046072-00001)281046072-00001 SUM; 316-874-6038 (281046072-00001)281046072-00001 SUM; 316-874-6035 (281046072-00001)281046072-00001 SUM; 316-874-6055 (281046072-00001)281046072-00001 SUM; 316-874-6054 (281046072-00001)281046072-00001 SUM; 316-874-6053 (281046072-00001)281046072-00001 SUM; 316-874-6052 (281046072-00001)281046072-00001 SUM; 316-874-6059 (281046072-00001)281046072-00001 SUM; 316-874-6058 (281046072-00001)281046072-00001 SUM; 316-874-6057 (281046072-00001)281046072-00001 SUM; 316-874-6056 (281046072-00001)281046072-00001 SUM; 316-874-6032 (281046072-00001)281046072-00001 SUM; 316-779-6790 (281046072-00001)281046072-00001 SUM; 316-779-4516 (281046072-00001)281046072-00001 SUM; 316-779-3812 (281046072-00001)281046072-00001 SUM; 316-779-3772 (281046072-00001)281046072-00001 SUM; 316-558-6817 (281046072-00001)281046072-00001 SUM; 316-833-1843 (281046072-00001)281046072-00001 SUM; 912-438-9779 (281046072-00001)281046072-00001 SUM; 316-249-9881 (281046072-00001)281046072-00001 SUM; 316-706-3559 (281046072-00001)281046072-00001 SUM; 316-833-3247 (281046072-00001)281046072-00001 SUM; 316-213-0380 (281046072-00001)281046072-00001 SUM; 316-221-0108 (281046072-00001)281046072-00001 SUM; 316-213-3577 (281046072-00001)281046072-00001 SUM; 814-516-3420 (281046072-00001)281046072-00001 SUM; 316-303-2774 (281046072-00001)281046072-00001 SUM; 312-415-8387 (281046072-00001)281046072-00001 SUM; 316-285-4544 (281046072-00001)281046072-00001 SUM; 316-217-6109 (281046072-00001)281046072-00001 SUM; 316-633-1068 (281046072-00001)281046072-00001 SUM; 316-358-8765 (281046072-00001)281046072-00001 SUM; 316-680-1568 (281046072-00001)281046072-00001 SUM; 316-841-0265 (281046072-00001)281046072-00001 SUM; 331-454-8689 (281046072-00001)281046072-00001 SUM; 316-650-8513 (281046072-00001)281046072-00001 SUM; 864-887-4691 (281046072-00001)281046072-00001 SUM; 316-665-2010 (281046072-00001)281046072-00001 SUM; 509-723-3555 (281046072-00001)281046072-00001 SUM; 316-652-5500 (281046072-00001)281046072-00001 SUM; 316-712-2212 (281046072-00001)281046072-00001 SUM; 316-368-1469 (281046072-00001)281046072-00001 SUM; 316-559-0462 (281046072-00001)281046072-00001 SUM; 316-641-6173 (281046072-00001)281046072-00001 SUM; 312-882-9353 (281046072-00001)281046072-00001 SUM; 512-202-7864 (281046072-00001)281046072-00001 SUM; 509-828-9289 (281046072-00001)281046072-00001 SUM; 509-828-9055 (281046072-00001)281046072-00001 SUM; 509-828-7758 (281046072-00001)281046072-00001 SUM; 509-828-7261 (281046072-00001)281046072-00001</p>			

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
	SUM; 509-828-7182 (281046072-00001)281046072-00001 SUM; 509-828-5805 (281046072-00001)281046072-00001 SUM; 509-828-5541 (281046072-00001)281046072-00001 SUM; 509-828-5434 (281046072-00001)281046072-00001 SUM; 509-828-5387 (281046072-00001)281046072-00001 SUM; 509-828-5213 (281046072-00001)281046072-00001 SUM; 509-828-3787 (281046072-00001)281046072-00001 SUM; 509-828-0896 (281046072-00001)281046072-00001 SUM; 509-828-0448 (281046072-00001)281046072-00001 SUM; 509-828-0351 (281046072-00001)281046072-00001 SUM; 509-828-0231 (281046072-00001)281046072-00001 SUM; 760-525-2416 (281046072-00001)281046072-00001 SUM; 445-265-4297 (281046072-00001)281046072-00001 SUM; 816-206-0412 (281046072-00001)281046072-00001 SUM			
Village of West Baraboo, WI	1483005	500 Cedar Street BARABOO, WI 53913	Sewer/Water/Trash	47.50
Volunteer Energy Cooperative/Crossville	21795312; 403548205; 405235600; 21795412	PO Box 22222 DECATUR, TN 37322-2222	Electric/Natural Gas	163.50
Water & Sewer Commission - Freeport, IL	760-695010-03	314 West Stephenson St Ste 010 FREEPORT, IL 61032	Sewer/Water/Trash	41.50
Water Authority of Dickson County	0036-02138-008; 0035-01313-006; 0036-02153-005	101 COWAN RD DICKSON, TN 37055	Sewer/Water/Trash	546.50
Water Works & Sewer Board (Gadsden, AL)	101-1405-4	P.O. Box 800 GADSDEN, AL 35902	Sewer/Water/Trash	17.00
WE Energies/Wisconsin Electric/Gas	0716237390-00007; 0716237390-00004; 0716237390-00003; 0716237390-00002; 0716237390-00009; 0716237390-00001	PO Box 6042 CAROL STREAM, IL 60197-6042	Electric/Natural Gas	988.50
Webb Chapel Village	11673623	8400 Westchester # 300 DALLAS, TX 75225	Sewer/Water/Trash	24.50
Welland Hydro-Electric Commission	00022231-06	P.O. Box 280 950 East Main Street WELLAND, ON L3B 5P6	Electric/Natural Gas	208.00
West Bend Water Utility	23021003	1115 South Main Street WEST BEND, WI 53095	Sewer/Water/Trash	35.00
West Central Conservancy District	68 51113 01	P.O. Box 447 DANVILLE, IN 46122	Sewer/Water/Trash	15.00
West Escambia Utilities, INC.	010333002	PO Drawer 1296 ATMORE, AL 36504	Sewer/Water/Trash	16.00

Utility Provider	Account Number(s)	Address	Utility Type	Proposed Adequate Assurance Deposit (\$)
Winchester Municipal Utilities	18-03710-06	P.O. Box 4177 WINCHESTER, KY 40392	Sewer/Water/Trash	29.50
Windstream Communications - EFT	859-276-2345	P.O. Box 9001908 LOUISVILLE, KY 40290-1908	Telecom	27.00
Winona Public Utility, MS	10422	P.O. Box 29 WINONA, MS 38967-0029	Sewer/Water/Trash	42.00
Wisconsin Public Service	0415513111-00002; 0415513111-00011; 0415513111-00008; 0415513111-00010; 0415513111-00007; 0415513111-00012; 0415513111-00004	PO Box 6040 CAROL STREAM, IL 60197-6040	Electric/Natural Gas	617.50
WOW! Business - 4350	020042709	PO BOX 4350 CAROL STREAM, IL 60197-5715	Telecom	5.00
Wyse Meter Solutions Inc	18247467-00	PO Box 418 RPO Steeles W NORTH YORK, ON M3J 0J3	Sewer/Water/Trash	24.50
Xcel Energy	52-0102183-6; 52-0102174-5; 52-0266299-1	P.O. Box 9477 (2200) @ Xcel Energy Remit Processing MINNEAPOLIS, MN 55484-9477	Electric/Natural Gas	372.00
York County Natural Gas	115377-001	P.O. Box 11907 ROCK HILL, SC 29731-1907	Electric/Natural Gas	29.00

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Jointly Administered)
	)	Re: Docket No. _____

**ORDER (I) APPROVING DEBTORS’ PROPOSED FORM
OF ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES; (II) APPROVING ADEQUATE ASSURANCE PROCEDURES;
(III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING
OR DISCONTINUING SERVICE; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”):

(i) approving the Proposed Adequate Assurance of payment for future Utility Services;

(ii) approving the Adequate Assurance Procedures for resolving Additional Assurance Requests;

(iii) prohibiting Utility Providers from altering, refusing or discontinuing services; and

(iv) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors shall cause a copy of the Motion and this Order to be served on each Utility Provider listed on the Utility Services List no later than two (2) business days after the date this Order is entered.

2. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in a segregated account during the pendency of these Chapter 11 Cases. The Adequate Assurance Deposit shall be deposited into the Adequate Assurance Account within ten (10) business days of the entry of this Order, or as soon thereafter as is reasonably practicable. The Adequate Assurance Account shall remain at all times subject to any orders regarding the Debtors' cash management system entered by this Court.

3. The Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business subject to the Adequate Assurance Procedures, shall constitute adequate assurance of future payment as required by Bankruptcy Code section 366.

4. Pursuant to the terms of this Order and the Adequate Assurance Procedures, upon an undisputed postpetition default, each Utility Provider shall be entitled to the funds in the

This is **Exhibit “H”** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING PAYMENT OF CERTAIN
TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the forms attached hereto (respectively, the “Interim Order” and the “Final Order”): (i) authorizing the Debtors to pay, as applicable, Taxes and Fees (as defined herein) and certain related obligations as they come due in the ordinary course of business and (ii) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b), 507(a)(8), 541, and 1107 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 4002-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion

requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit”. In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

Taxes and Fees Overview

8. In the ordinary course of conducting their business operations, the Debtors incur, collect, remit, and pay various types of taxes and assessments, as applicable, to various U.S. federal, U.S. state, U.S. local, and Canadian taxing authorities (collectively, the “Authorities”).²

² By this Motion, the Debtors do not seek the authority to collect and remit U.S. state and federal employee-related taxes and withholdings. Such relief is instead requested in the *Debtors’ Emergency Motion for Entry of an Order*

A schedule identifying the Authorities is attached to the Motion, Interim Order, and Final Order as **Exhibit A**.³ Because the Debtors operate in the U.S. and Canada, they are subject to taxes in both jurisdictions. In the U.S., the Debtors are subject to the following types of taxes (non-exhaustive list): (i) federal income taxes; (ii) state income and franchise taxes; (iii) state and local lending licensing fees; (iv) real and personal property taxes; and (v) use taxes (collectively, the “U.S. Taxes and Fees”). In Canada, the Debtors are subject to the following types of taxes (non-exhaustive list): (i) federal income taxes; (ii) provincial income taxes; and (iii) goods and services taxes/harmonized sales taxes (collectively, the “Canadian Taxes and Fees”, and together with the U.S. Taxes and Fees, the “Taxes and Fees”).

9. The Debtors pay the Taxes and Fees to the Authorities on a periodic basis. The frequency of such payments (*e.g.*, monthly, quarterly, biannually, or annually) varies depending on the nature of, and the jurisdiction imposing, the particular Taxes and Fees. For example, the real estate taxes are paid as they accrue either directly to the Authorities, or as additional rent paid to the landlords. The state income and franchise taxes are prepaid in installments throughout the year.

10. Additionally, the Debtors are subject to, and may become subject to further routine audit investigations on account of tax returns and/or tax obligations (“Audits”) during these Chapter 11 Cases. Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, “Assessments”).

(I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Compensation and Benefits Programs and (II) Granting Related Relief, filed contemporaneously herewith.

³ Although **Exhibit A** is intended to be comprehensive, the Debtors may have inadvertently omitted Authorities from **Exhibit A**. By this Motion, the Debtors request relief with respect to Taxes and Fees payable to all Authorities, regardless of whether such Authority is specifically identified on **Exhibit A**.

11. The Debtors seek authority pursuant to this Motion to make such payments where:

- (i) Taxes and Fees accrue or are incurred postpetition; (ii) Taxes and Fees accrued or were incurred prepetition but were not paid prepetition, or were paid in an amount less than actually owed;
- (iii) Taxes and Fees paid prepetition by the Debtors were lost or otherwise not received in full by any of the Authorities; and (iv) Taxes and Fees incurred for prepetition periods become due after the commencement of these Chapter 11 Cases, including Assessments as a result of Audits. In addition, for the avoidance of doubt, the Debtors also seek authority to pay Taxes and Fees for so-called “straddle” periods (*i.e.*, Taxes and Fees for periods that begin prepetition and end postpetition).⁴

12. The approximate prepetition amounts owing in relation to Taxes and Fees that the Debtors are seeking authority to pay pursuant to this Motion are summarized in the following table:

⁴ Claims for so-called “straddle” Taxes and Fees may be entitled to administrative claim treatment pursuant to Bankruptcy Code section 503(b)(1)(B). The Debtors reserve their rights with respect to the proper characterization of such “straddle” Taxes and Fees and seek authority to pay such amounts in the ordinary course of business as they become due.

Category	Description	Estimated Amounts Owed on a Prepetition Basis (in USD)
<i>Taxes and Fees</i>		
U.S. Federal Income Tax	Federal tax imposed on the Debtors' income in the U.S. The Debtors are not expecting to owe any federal income tax.	\$0
Canadian Federal Income Tax	Federal tax imposed on the Debtors' income in Canada. ⁵	\$9.5 million
State Income and Franchise Taxes	State taxes imposed on the Debtors' income, revenue or gross receipts and state franchise taxes assessed in connection with business operations in certain states. The Debtors typically pre-pay state taxes in advance but anticipate that a portion of the pre-petition taxes will not be paid until after the Petition Date.	\$450,000
Real and Personal Property Taxes	Taxes and obligations related to real and personal property holdings in the U.S. The Debtors remit personal property taxes directly to Authorities relating to personal property. The real estate taxes are either paid directly to the Authorities or included in the rent payments, depending on the landlord arrangement.	\$2,000
Use Taxes	Taxes imposed on use of certain goods and services. The Debtors are not required to pay sales tax in the U.S.	\$0
State and Local Licensing Fees	State and local licensing and license renewal fees.	\$60,000
Canadian Provincial Income Tax	Provincial taxes imposed on the Debtors' income assessed in connection with a permanent establishment in the Province of Alberta.	\$350,000
Goods and Services Tax/Harmonized Sales Tax	Taxes imposed on the supply of certain goods and services in Canada. ⁶	\$3.5 million
Approximate Total Taxes		\$13.9 million

⁵ For the avoidance of doubt, the Canadian Federal Income Tax for the taxable year 2023 will be payable in June 2024, when the tax return is due to be filed.

⁶ These tax amounts are estimates for the Debtors' prepetition liabilities that will come due post-petition.

13. If the Debtors do not pay the Taxes and Fees as required, such failure could cause the Authorities to initiate audits, suspend operations, file liens, or seek to lift the automatic stay. Such actions would unnecessarily divert the Debtors' attention from the reorganization process and be detrimental to these Chapter 11 Cases. Non-payment of Taxes and Fees may also result in penalties, the accrual of interest or both, which could negatively affect the Debtors' businesses or the reorganization process. Further, the Debtors collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities; therefore, these funds may not constitute property of the Debtors' estates.

14. Finally, certain federal, state, and local Taxing Authorities may impose personal liability on directors and/or responsible officers of entities responsible for collecting or paying certain taxes or fees to the extent that such taxes or fees are not remitted. Thus, if any such taxes or fees remain unpaid, the Debtors' directors and responsible officers could be subject to lawsuits or even criminal prosecution on account of such nonpayment during the pendency of these Chapter 11 Cases. Such lawsuits or proceedings would constitute a significant distraction for the Debtors' directors and responsible officers at a time when they should be focused on the Debtors' efforts to stabilize their postpetition business operations and swiftly emerge from chapter 11.

15. Accordingly, the Debtors seek entry of the Interim Order and the Final Order granting them authority to pay the Taxes and Fees, including amounts related to the prepetition period, (i) in an amount not to exceed \$4.5 million on an interim basis and (ii) on a final basis which prepetition amounts total approximately \$13.9 million in the aggregate.⁷

⁷ The Debtors have used commercially reasonable efforts to identify all prepetition Taxes and Fees. To the extent that, despite such efforts, additional prepetition Taxes and Fees are identified subsequent to the filing of this Motion, the Debtors seek authority pursuant to the Interim Order and Final Order to pay such amounts as they become due in the ordinary course of business.

Basis for Relief

I. Certain Taxes and Fees May Not Be Property of the Debtors' Estates.

16. Certain of the Taxes and Fees are collected or withheld by the Debtors on behalf of the applicable Authorities and are held in trust by the Debtors. *See, e.g.*, 26 U.S.C. § 7501; Tex. Tax Code § 111.016(a) (“Any person who receives or collects a tax or any money represented to be a tax from another person holds the amount so collected in trust for the benefit of the state and is liable to the state for the full amount collected plus any accrued penalties and interest on the amount collected.”). As such, these Taxes and Fees are not property of the Debtors’ estates under Bankruptcy Code section 541. *See, e.g., Begier v. IRS*, 496 U.S. 53, 59 (1990); *In re Al Copeland Enters., Inc.*, 991 F.2d 233, 237 (5th Cir. 1993) (noting that a debtor holds state sales tax revenues in trust for the state); *In re Equalnet Commc’ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (“[C]ertain prepetition tax claims, such as sales taxes, could be trust fund claims.”). Because the Debtors may not have an equitable interest in funds held on account of such “trust fund” taxes, the Debtors should be permitted to pay those funds to the Authorities as they become due.⁸

II. Certain of the Taxes May Be Entitled to Secured or Priority Treatment under the Bankruptcy Code.

17. Claims for certain of the Taxes and Fees are or may be priority claims entitled to payment before general unsecured claims. *See* 11 U.S.C. § 507(a)(8) (describing taxes entitled to priority treatment). To the extent that such amounts are entitled to priority treatment under the Bankruptcy Code, the respective Authorities may attempt to assess fees, interest, and penalties if such amounts are not paid. *See* 11 U.S.C. § 507(a)(8)(G) (granting eighth priority status to “a penalty related to a claim of a kind specified in this paragraph and in compensation for actual

⁸ For the avoidance of doubt, the Debtors hereby request authority to pay the Taxes and Fees as provided herein regardless of whether such Taxes and Fees constitute trust fund obligations.

pecuniary loss.”). Claims entitled to priority status pursuant to Bankruptcy Code section 507(a)(8) must be paid in full under a confirmable plan pursuant to Bankruptcy Code section 1129(a)(9)(C). Absent payment, certain Authorities may be able to assert a lien for unpaid taxes, which likewise must be satisfied to the extent of the collateral. Therefore, payment of certain of the Taxes and Fees at this time only affects the timing of the payment for the amounts at issue. In addition, such payments will not unduly prejudice the rights and recoveries of junior creditors and, in fact, will avoid the imposition of fees or penalties or assertion of liens by the Authorities, which would harm the interests of the estates as well as junior creditors. *See In re Equalnet Commc’ns Corp.*, 258 B.R. at 370 (“[C]ertain types of claims enjoy a priority status in addition to being sometimes critical to the ongoing nature of the business. For instance, employee wage claims and certain tax claims are both priority claims in whole or in part. The need to pay these claims in an ordinary course of business time frame is simple common sense.”).

III. Payment of the Taxes and Fees Is a Sound Exercise of the Debtors’ Business Judgment.

18. Payment of prepetition obligations is appropriate where necessary to protect and preserve the estate, including an operating business’s going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *see also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.”). Several legal theories rooted in Bankruptcy Code sections 105(a), 363(b) and 1107(a) support the payment of prepetition claims as provided herein.

19. Bankruptcy Code section 363(b) permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to

honor prepetition claims where supported by an appropriate business justification). In addition, under Bankruptcy Code section 1107(a), a debtor in possession has, among other things, the “implied duty . . . to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEIRoofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. at 497). Moreover, under Bankruptcy Code section 105(a), “the [C]ourt may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a); see *In re CoServ, L.L.C.*, 273 B.R. at 497 (finding that Bankruptcy Code sections 105 and 1107 provide the authority for a debtor in possession to pay prepetition claims); see also *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business). The above-referenced sections of the Bankruptcy Code therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the going-concern value of the debtor’s estate, as is the case here. See, e.g., *In re CoServ, L.L.C.*, 273 B.R. at 497 (“it is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate”). Further, the U.S. Trustee requires that debtors pay all tax obligations arising after the filing of the petition in full when due. *Region 7 Guidelines for Debtors-in-Possession*, at 1–2 § I ¶ C. Additionally, as described above, the Debtors’ directors and officers could potentially be subject to personal liability in the event that the Taxes and Fees are not remitted or paid to the appropriate Authority.

20. Any collection action for non-payment of the Taxes and Fees, and any potential ensuing liability, would distract the Debtors and their personnel to the detriment of all parties in

interest. The dedicated and active participation of the Debtors' officers is integral to the Debtors' continued operations and essential to the orderly administration of these Chapter 11 Cases.

21. Furthermore, the Debtors' obligation to pay the Taxes and Fees ultimately may result in increased tax liability for the Debtors if interest and penalties accrue, as such amounts may also be entitled to priority treatment. *See, e.g.*, Tex. Tax Code § 111.016(a). Such a result would be contrary to the best interests of the Debtors' estates and all stakeholders. As noted above, many of the Taxes and Fees may be entitled to priority status pursuant to Bankruptcy Code section 507(a)(8)(C). As priority claims, these obligations must be paid in full before any general unsecured obligations of the Debtors may be satisfied. *See In re Equalnet Commc'ns Corp.*, 258 B.R. at 370 (noting that paying priority tax claim in the ordinary course of business is "simple common sense"). Accordingly, the Court should grant the Debtors authority to pay the Taxes and Fees as provided herein.

Emergency Consideration

22. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a Chapter 11 Case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

23. The Debtors have sufficient funds to pay the amounts described herein in the ordinary course of business. Under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the relief requested herein. The Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested herein.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

24. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

25. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in

interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Interim Order or Final Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

26. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; (m) the Authorities; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of interim and final orders, substantially in the forms of the Interim Order and Final Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper, and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schulz

Sarah Link Schultz

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
)	
	)	Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF
CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order (this “Interim Order”): (i) authorizing the Debtors to remit and pay prepetition Taxes and Fees and pay postpetition Taxes and Fees as they come due in the ordinary course of business and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, in their reasonable discretion, to (a) pay or remit (or use applicable credits to offset), negotiate, or otherwise satisfy undisputed amounts owed on account of the Taxes and Fees that accrued prior to the Petition Date and that will become payable in the ordinary course during the pendency of these Chapter 11 Cases at such time when the Taxes and Fees are payable and (b) pay Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis (including, for the avoidance of doubt, any Taxes and Fees arising as a result of the Audits or Assessments), in each case, solely to the extent that such Taxes and Fees become payable in accordance with applicable law; *provided* that (i) the payments of prepetition Taxes and Fees pursuant to (a) and (b) of this paragraph will be subject to an amount of up to \$4.5 million on an interim basis without prejudice to the Debtors' ability to seek additional relief granted hereto and (ii) the Debtors shall not pay any Taxes and Fees before such Taxes and Fees are due to the applicable Authority. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized to seek a refund or credit on account of any such Taxes and Fees. Notwithstanding anything to the contrary herein or in the Motion, in the event the Debtors make a payment with respect to any Taxes and Fees for periods that begin prepetition and end postpetition ("Straddle Taxes"), and if the Court subsequently determines that any portion of such Straddle Taxes is not entitled to treatment as a priority or administrative tax

claim under Bankruptcy Code section 507(a)(8) or 503(b)(1)(B), the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts and the payment of such amount shall, upon order of the Court, be refunded to the Debtors.

2. The payment of obligations under this Interim Order is not limited to the Authorities listed in **Exhibit A** attached to this Interim Order, and such exhibit may be supplemented with additional Authorities without further order of the Court, *provided* that the Debtors shall file such supplemental list with the Court.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall permit or authorize a Debtor to pay any Taxes and Fees owed to an Authority by an entity other than a Debtor, except that a Debtor may pay any Taxes and Fees of a consolidated, combined, or unitary group of which such Debtor is a member to the extent such Taxes and Fees are directly attributable to the operations or properties of such Debtor and its subsidiaries, in an amount not to exceed the lesser of (a) the amount of such Taxes and Fees for which such Debtor would be liable if it were not a member of such group (and such Taxes and Fees were instead reportable by the Debtor on a standalone basis or as part of a consolidated, combined, or unitary group consisting of such Debtor and its subsidiaries) and (b) the amount of such Taxes and Fees actually due to the relevant Authority.

4. The Debtors' rights to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

7. A final hearing to consider the relief requested in the Motion on a final basis shall be held on _____ (prevailing Central Time) and any objections or responses to the Motion shall be filed and served on the Notice Parties on or prior to _____ (prevailing Central Time).

8. Notwithstanding anything to the contrary in this Interim Order, any payment authorized to be made by the Debtors pursuant to this Interim Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

10. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

11. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
)	
	)	Re: Docket No. __

**FINAL ORDER (I) AUTHORIZING PAYMENT OF
CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of a final order (this “Final Order”): (i) authorizing the Debtors to remit and pay prepetition Taxes and Fees and pay postpetition Taxes and Fees as they come due in the ordinary course of business and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, in their reasonable discretion, to (a) pay or remit (or use applicable credits to offset), negotiate, or otherwise satisfy undisputed amounts owed on account of the Taxes and Fees that accrued prior to the Petition Date and that will become payable in the ordinary course during the pendency of these Chapter 11 Cases at such time when the Taxes and Fees are payable and (b) pay Taxes and Fees that arise or accrue in the ordinary course of business on a postpetition basis (including, for the avoidance of doubt, any Taxes and Fees arising as a result of the Audits or Assessments), in each case, solely to the extent that such Taxes and Fees become payable in accordance with applicable law; *provided* that the Debtors shall not pay any Taxes and Fees before such Taxes and Fees are due to the applicable Authority. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized to seek a refund or credit on account of any such Taxes and Fees. Notwithstanding anything to the contrary herein or in the Motion, in the event the Debtors make a payment with respect to any Taxes and Fees for periods that begin prepetition and end postpetition ("Straddle Taxes"), and if the Court subsequently determines that any portion of such Straddle Taxes is not entitled to treatment as a priority or administrative tax claim under Bankruptcy Code section 507(a)(8) or 503(b)(1)(B), the Debtors may (but shall not be required to) seek an order from the

Court requiring a return of such amounts and the payment of such amount shall, upon order of the Court, be refunded to the Debtors.

2. The payment of obligations under this Final Order is not limited to the Authorities listed in **Exhibit A** attached to this Final Order, and such exhibit may be supplemented with additional Authorities without further order of the Court, *provided* that the Debtors shall file such supplemental list with the Court.

3. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall permit or authorize a Debtor to pay any Taxes and Fees owed to an Authority by an entity other than a Debtor, except that a Debtor may pay any Taxes and Fees of a consolidated, combined or unitary group of which such Debtor is a member to the extent such Taxes and Fees are directly attributable to the operations or properties of such Debtor and its subsidiaries, in an amount not to exceed the lesser of (a) the amount of such Taxes and Fees for which such Debtor would be liable if it were not a member of such group (and such Taxes and Fees were instead reportable by the Debtor on a standalone basis or as part of a consolidated, combined, or unitary group consisting of such Debtor and its subsidiaries) and (b) the amount of such Taxes and Fees actually due to the relevant Authority.

4. The Debtors' rights to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

6. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

7. Notwithstanding anything to the contrary in this Final Order, nothing in this Final Order authorizes the use of cash collateral or debtor-in-possession financing, and any payment authorized to be made by the Debtors pursuant to this Final Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders,

the “DIP Order”) and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Final Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

10. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Authorities

Authorities

No.	Vendor	Address	Tax Type
1	250 John W Morrow Jr Pkwy LLC	P.O. Box 81612, Chamblee, GA 30366	Real Estate
2	3386856 Canada Limited	220 Yonge St., Toronto, On M5B 2H1	Real Estate
3	45th Street Real Estate Ventures LLC	123 N. Main Street, Unit #001, Crown Point, IN 46307	Real Estate
4	Aiken County Treasurer	P.O. Box 919, Aiken, SC 29802-0919	Personal Property Tax
5	Alabama Department of Revenue	P.O. Box 327431, Montgomery, AL 36132	Business Privilege Tax
6	Alabama Department of Revenue	P.O. Box 327430, Montgomery, AL 36132	Income
7	Alabama Department of Revenue	50 N. Ripley St., Montgomery, AL 36130	Local Tax
8	Alabama Department of Revenue	50 N. Ripley St., Montgomery, AL 36130	Use Tax
9	Alabama Department of Revenue	P.O. Box 327435, Montgomery, AL 36132-7435	Business License
10	Alabama State Banking Department	P.O. Box 4600, Montgomery, AL 36103-4600	Business License
11	Alcorn Co. Tax Collector	P.O. Box 190, Corinth, MS 38835-0190	Personal Property Tax
12	Allen Morgan, Tax Collector	Oktibbeha County Tax Collector, 101 E. Main, Ste 103, Starkville, MS 39759	Personal Property Tax
13	American Financial Credit Services	10333 N Meridian St, Suite 270, Indianapolis, IN 46290-1144	Personal Property Tax
14	Americus Fee Owner	3735-B Bean Road, Charlotte, Nc 28217	Real Estate
15	Anamar Properties	P.O. Box 127, Hammond, LA 70404	Real Estate
16	Anchor Equities, Ltd.	3839 Bee Caves Rd., Suite 203, Austin, TX 78746	Real Estate
17	Anderson County Trustee	Rodney Archer Trustee, 100 N Main St Rm 203, Clinton, TN 37716	Personal Property Tax
18	Andrew Weathington	Judge Of Probate, 165 5th Ave P.O. Box 220, Ashville, AL 35953	Business License
19	Angelina County Tax Office	P.O. Box 1344, Lufkin, TX 75902-1344	Personal Property Tax
20	Arizona Corporation Commission	1300 W Washington, Phoenix, AZ 85007-2929	Annual Report
21	Arizona Department of Revenue	1600 West Monroe Street, Phoenix, AZ 85007	Income

No.	Vendor	Address	Tax Type
22	Arkansas Secretary of State	State Capitol, 500 Woodlane Street, Suite 256, Little Rock, AR 72201	Annual Report
23	Ascension Parish Tax Authority	P.O. Box 1718, Gonzales, LA 70707	Business License
24	Ashland City Treasurer	Jacey Dean, 601 Main Street West, Ashland, WI 54806-0747	Personal Property Tax
25	Attala County Tax Collector	Brenda Williams, 112 North Wells St, Kosciusko, MS 39090	Personal Property Tax
26	Audrain County Collector	101 N Jefferson Rm 103, Mexico, Mo 65265	Personal Property Tax
27	Baldwin County Commissioner	P.O. Box 1549, Bay Minette, AL 36507-1549	Personal Property Tax
28	Barbour Cty Commissioner	Marshall J Williams Iii, 303 E Broad St, Eufaula, AL 36027-1701	Business License
29	Beaufort County Treasurer	P.O. Drawer 487, Atlanta, GA 30348-5176	Personal Property Tax
30	Beauregard Parish Sheriff's Office	Attn: Sales/Occupational Tax Office, P.O. Box 639, Deridder, LA 70634	Business License
31	Bedford County Trustee TN	Courthouse Annex Bldg 1st Fl, 100 Public Square West Ste 102, Shelbyville, TN 37160-3988	Personal Property Tax
32	Betty McNeill Tax Collector	Marshall County Tax Collector, P.O. Box 40, Holly Springs, MS 38635	Personal Property Tax
33	Blanchard Grove Prop	9810 Bluebonnet Blvd, Baton Rouge, LA 70810	Real Estate
34	Bloomington Fire District	179 S Bloomington Rd, Bloomington, IL 60108	Business License
35	Bobby J. Guidroz, Sheriff	P.O. Box 1029, Opelousas, LA 70571	Business License
36	Boone County Collector of Rev	Brian McCollum, 801 E Walnut - Rm 118, Columbia, Mo 652014890	Personal Property Tax
37	Boone County Fiscal Court	2950 Washington Street, Burlington, KY 41005	Municipal Tax
38	Boyle County Sheriff	321 W Main, Danville, KY 40422	Personal Property Tax
39	Bradley County Trustee	Attn: Michael J Smith, 1701 Keith St NW, Cleveland, TN 37311-4381	Personal Property Tax

No.	Vendor	Address	Tax Type
40	Brian Hanna	Hanna Family Partnership, P.O. Box 54497, Lexington, KY 40555	Real Estate
41	Brookhill Management Corp.	Huntsville West LP, 501 Madison Ave. 18th Floor, New York, NY 10150-0117	Real Estate
42	Butler County Alabama	Butler Cnty Judge Of Probate, 700 Court Square, Greeneville, AL 36037-0756	Business License
43	Butler County Alabama	Butler Cnty Judge Of Probate, 700 Court Square, Greeneville, AL 36037-0756	Personal Property Tax
44	Butler County Collector	100 North Main, , Poplar Bluff, MO 63901	Personal Property Tax
45	B-Y Strawberry Square Ltd	4629 Marco Drive, San Antonio, TX 78265	Real Estate
46	C. I. A. LLC	P.O. Box 14208, Baton Rouge, LA 70898	Real Estate
47	Calhoun County Revenue Comm	Tim Hodges, 1702 Noble St Ste 104, Anniston, AL 36201	Personal Property Tax
48	California Secretary of State	Business Programs Division, 1500 11th Street, Sacramento, Ca 95814	Annual Report
49	Calloway County Sheriff	701 Olive Street, Murray, KY 42071	Personal Property Tax
50	Cameron County Tax Office	P.O. Box 952, Brownsville, TX 78522-0952	Personal Property Tax
51	Canada Revenue Agency	Post Office Box 20000, Station A, Sudbury On P3A 5C1	Goods and Services Tax
52	Canada Revenue Agency	Post Office Box 20000, Station A, Sudbury On P3A 5C1	Income
53	Cape Fear LLC	Db: McCreless Square, 78 AL ta Vista Way Suite 1, San Antonio, TX 78232	Real Estate
54	Carter County Treasurer	Marsha Collins, 25 A Street NW Suite 105, Ardmore, OK 73401	Personal Property Tax
55	Carter County Trustee	Chad Lewis, 801 Elk Ave, Elizabethton, TN 37643	Personal Property Tax
56	CCNR Properties LLC	P.O. Box 1136, Campbellsville, KY 42719	Real Estate
57	Chambers Cnty Judge of Probate	2 S Lafayette St Ste B, Lafayette, AL 36862-2073	Business License

No.	Vendor	Address	Tax Type
58	Charles Williams	Tax Assessor/Collector, 308 Court St, Wiggins, MS 39577	Personal Property Tax
59	Charleston County	Revenue Collections, 4045 Bridge View Drive, North Charleston, SC 29405-7464	Personal Property Tax
60	Chatham County	P.O. Box 9827, Savannah, GA 31412	Personal Property Tax
61	Chester County Treasurer	P.O. Box 686, Charlotte, Nc 28263-3464	Personal Property Tax
62	Christian County Sheriff	701 W. 7th Street, Hopkinsville, KY 42240	Personal Property Tax
63	Cindy Pennington	Revenue Commissioner, P.O. Box 1017, Talladega, AL 35161	Business License
64	City Clerk-Treasurer's Office	P.O. Box 5005, Janesville, WI 53547-5005	Personal Property Tax
65	City Hall Annex	316 Breard St, Monroe, LA 71201	Business License
66	City of Alabaster	Dept. # Cs 1, P.O. Box 830525, Birmingham, AL 35283	Business License
67	City of Alexander City	Business License, P.O. Box 552, Alexander City, AL 35011	Business License
68	City of Alexandria	Business Office, P.O. Box 71, Alexandria, LA 71309	Personal Property Tax
69	City of Americus	101 West Lamar St, Americus, GA 31709-3595	Personal Property Tax
70	City of Amory	P.O. Drawer 457, Amory, MS 38821	Business License
71	City of Andalusia	P.O. Box 429, , Andalusia, AL 36420	Business License
72	City of Anniston	Attn: Finance Dept, P.O. Box 2168, Anniston, AL 36202	Business License
73	City of Athens	1806 Wilkinson St, Athens, AL 35612	Business License
74	City of Atmore	201 E Louisville Ave, , Atmore, AL 36504	Business License
75	City of Baker	P.O. Box 707, Baker, LA 70704	Business License
76	City of Berea	212 Chestnut St, Berea, KY 40403	Personal Property Tax
77	City of Bessemer	Assistant Tax Collector, P.O. Box 1190, Bessemer, AL 35021-1190	Business License

No.	Vendor	Address	Tax Type
78	City of Bessemer	Assistant Tax Collector, P.O. Box 1190, Bessemer, AL 35021-1190	Personal Property Tax
79	City of Biloxi	License Administrator, P.O. Box 508, Biloxi, MS 39533-0508	Business License
80	City of Birmingham	P.O. Box 830725 Birmingham, AL 35283-0725	Rds City and County Tax
81	City of Boonville	401 Main St, Boonville, MO 652330000	Business License
82	City of Bossier City	P.O. Box 5399, Bossier City, LA 71171-5399	Business License
83	City of Bowling Green	P.O. Box 1410, Bowling Green, Ky, 42102-1410	Municipal Tax
84	City of Brewton	P.O. Box 368, Brewton, AL 36427-0368	Business License
85	City of Brookhaven	P.O. Box 560, Brookhaven, MS 39602	Business License
86	City of Camden	P.O. Box 7002, , Camden, SC 29020	Business License
87	City of Canton	City Clerk Office, P.O. Box 1605, Canton, MS 39046	Business License
88	City of Cape Girardeau	401 Independence, P.O. Box 617, Cape Girardeau, MO 63701	Business License
89	City of Center Point	P.O. Box 9847, Birmingham, AL 35215	Business License
90	City of Charleston SC	Revenue Collections Office, P.O. Box 22009, Charleston, SC 29413-2009	Business License
91	City of Chattanooga TN	Treasurer, 101 E 11th St Ste 100, Chattanooga, TN 37401-0191	Personal Property Tax
92	City of Clarksville	Finance And Revenue Dept., P.O. Box 928, Clarksville, TN 37041-0928	Personal Property Tax
93	City of Clinton	961 Highway 80 East, , Clinton, MS 39056	Business License
94	City of Clinton Property Tax	Regina Redenour, 100 N. Bowling St., Clinton, TN 37716	Personal Property Tax
95	City of Columbia	201 Second St, , Columbia, MS 39429	Business License

No.	Vendor	Address	Tax Type
96	City of Columbia Mo	Dept Of Finance Bsns Lic Div, P.O. Box 6015, Columbia, MO 65205	Business License
97	City of Commerce GA	27 Sycamore St, Commerce, GA 30529	Business License
98	City of Cookeville	Customer Service Department, P.O. Box 998, Cookeville, TN 38503-0998	Personal Property Tax
99	City of Corinth	P.O. Box 669, Corinth, MS 38835-0669	Business License
100	City of Corinth	P.O. Box 669, Corinth, MS 38835-0669	Personal Property Tax
101	City of Covington	Newton County, P.O. Box 1527, Covington, GA 30015-1527	Business License
102	City of Cullman	P.O. Box 278, , Cullman, AL 35056-0278	Business License
103	City of Dalton	P.O. Box 1205, Dalton, GA 30722	Occupational Tax
104	City of Dayton TN	Thomas Solomon Tax Collector, P.O. Box 226, Dayton, TN 37321	Personal Property Tax
105	City of Decatur	Revenue Dept, P.O. Box 488, Decatur, AL 35602	Business License
106	City of Decatur AL	1 Gary K Anderson Plaza, Dept R5 P.O. Box 830525, Decatur, IL 62523	Business License
107	City of Demopolis	211 North Walnut Ave, Demopolis, AL 36732	Business License
108	City of Denham Springs	Business License Dept, P.O. Box 1629, Denham Springs, LA 70729	Business License
109	City of Dexter	Crystal AL Istun Cty Collector, 301 E Stoddard St, Dexter, MO 63841	Business License
110	City of Dickson Tax Collector	600 East Walnut St, Dickson, TN 37055	Personal Property Tax
111	City of Dothan	Business License Division, P.O. Box 2128, Dothan, AL 36302-2128	Business License
112	City of Douglasville Georgia	Occupational Tax/Business License, 6695 Church Street, Douglasville, GA 30133	Business License
113	City of Dyersburg	425 W. Court Street, Dyersburg, TN 38025-1358	Personal Property Tax

No.	Vendor	Address	Tax Type
114	City of Elizabethtown	Director Of Finance, P.O. Box 550, Elizabethtown, KY 42702-0550	Business License
115	City of Enterprise	Revenue Department, P.O. Box 311000, Enterprise, AL 36331-1000	Business License
116	City of Eufaula	P.O. Box 219, , Eufaula, AL 36072-0219	Business License
117	City of Fayetteville	James H Lee, 110 Elk Ave South, Fayetteville, TN 37334	Personal Property Tax
118	City of Festus	City Hall, 711 West Main, Festus, MO 63028	Business License
119	City of Florence	8100 Ewing Blvd, Florence, KY 41042	Personal Property Tax
120	City of Florence, Kentucky	8100 Ewing Boulevard, Florence, KY 41042	Municipal Tax
121	City of Florence, SC	Business License Office, 324 West Evans St, Florence, SC 29501	Business License
122	City of Florissant	Finance Department, 955 Rue St Francois, Florissant, MO 63031	Business License
123	City of Foley	P.O. Drawer 1750, Foley, AL 36536	Business License
124	City of Forest	P.O. Box 298, Forest, MS 39074	Business License
125	City of Fulton	P.O. Box 130, Fulton, MO 65251	Business License
126	City of Gainesville	P.O. Box 2496, , Gainesville, GA 30503	Business License
127	City of Gallatin	132 W Main St Room 111, Gallatin, TN 37066-3232	Personal Property Tax
128	City of Garland	P.O. Box 462010, Garland, TX 75046-2010	Personal Property Tax
129	City of Greeneville TN	200 North College St, Greeneville, TN 37745	Personal Property Tax
130	City of Greenville	206 S Main St, P.O. Box 2207, Greenville, SC 29602	Business License
131	City of Greenvilleal	119 East Commerce St, Greenville, AL 36037-0158	Business License
132	City of Gulfport	1410 24th Avenue, Gulfport, MS 39501	Business License
133	City of Guntersville	341 Gunter Ave, , Guntersville, AL 35976	Business License
134	City of Hammond	Tax Department, P.O. Box 2788, Hammond, LA 70404-2788	Business License
135	City of Hattiesburg	P.O. Box 1897, Hattiesburg, MS 39403-1897	Business License

No.	Vendor	Address	Tax Type
136	City of Hattiesburg	Attn: Tax Department, P.O. Box 1898, Hattiesburg, MS 39403-1898	Business License
137	City of Hazlehurst	P.O. Box 549, Hazlehurst, MS 39083	Business License
138	City of Hazlehurst	P.O. Box 549, Hazlehurst, MS 39083	Personal Property Tax
139	City of Hendersonville	Property Tax Collector, 101 Maple Dr N, Hendersonville, TN 370750000	Personal Property Tax
140	City of Hohenwald	118 West Linden Ave, Hohenwald, TN 38462	Personal Property Tax
141	City of Hopkinsville	715 South Virginia St, Hopkinsville, Ky, 42240	Municipal Tax
142	City of Huntsville	P.O. Box 308, Huntsville, AL 35804-0308	Business License
143	City of Jackson TN	101 E. Mains St Ste 101, Jackson, TN 38301	Personal Property Tax
144	City of Jasper	Revenue Department, P.O. Box 1589, Jasper, AL 35502-1589	Business License
145	City of Jefferson City	P.O. Box 530, Jefferson City, TN 37760	Personal Property Tax
146	City of Kansas City, Missouri - Revenue Division	P.O. Box 843322, Kansas City MO 64184-3322	Income
147	City of Kingsport	415 Broad St, Kingsport, TN 37660-4265	Personal Property Tax
148	City of Knoxville	400 Main Street St 450, Knoxville, TN 37901-5001	Personal Property Tax
149	City of Kosciusko	222 E Washington St, Kosciusko, MS 39090	Business License
150	City of Lake Charles	P.O. Box 3706, Lake Charles, LA 70602	Business License
151	City of Lawrenceburg	233 W Gaines Nbu 4, Lawrenceburg, TN 38464	Personal Property Tax
152	City of Lebanon	200 Castle Heights Ave #117, Lebanon, TN 37087	Personal Property Tax
153	City of Lexington	Cody C Wood, City Recorder, P.O. Box 1699, Lexington, TN 38351	Personal Property Tax
154	City of Louisville	P.O. Box 510, Louisville, MS 39339	Business License
155	City of Louisville	P.O. Box 510, Louisville, MS 39339	Personal Property Tax
156	City of Madison Treasurer	P.O. Box 2999, Madison, WI 53701-2999	Personal Property Tax
157	City of Madisonville KY	Director Of Finance, P.O. Box 1270, Madisonville, KY 42431	Business License

No.	Vendor	Address	Tax Type
158	City of Magee	123 Main Ave N, MA gee, MS 39111	Business License
159	City of Marinette	C/O City Clerk's Office, 1905 Hall Avenue, Marinette, WI 54143-1716	Business License
160	City of Marinette	C/O City Clerk's Office, 1905 Hall Avenue, Marinette, WI 54143-1716	Personal Property Tax
161	City of McAllen Tax Office	311 North 15th, McAllen, TX 78505-0220	Personal Property Tax
162	City of Mccomb	P.O. Box 667, Mccomb, MS 39649	Business License
163	City of Memphis	Treasurer, P.O. Box 185, Memphis, TN 38101	Personal Property Tax
164	City of Meridian	P.O. Box 1430, Meridian, MS 39302-1430	Business License
165	City of Mexico	300 North Coal Street, Mexico, MO 65265	Business License
166	City of Mobile	P.O. Drawer 1169, 205 Gvt St So.Twr 2nd Fl, Mobile, AL 36633-1169	Business License
167	City of Mobile	Revenue Department, Dept # 1530, P.O. Box 11407, Birmingham, AL 35246-1530	Business License
168	City of Monroe	P.O. Box 147, Monroeville, AL 36461	Business License
169	City of Montgomery	% Compass Bank, P.O. Box 830469, Birmingham, AL 35283-0469	Business License
170	City of Montgomery License & Rev	Department Rbt#3, P.O. Box 830525, Birmingham, AL 35283	Business License
171	City of Murfreesboro	P.O. Box 1139, Murfreesboro, TN 37133-1139	Personal Property Tax
172	City of Muscle Shoals	2010 Avalon Avenue, Muscle Shoals, AL 35662	Business License
173	City of New Albany	P.O. Box 56, New Albany, MS 38652-0056	Business License
174	City of New Iberia	457 E Main St, Suite 304, New Iberia, LA 70560	Business License
175	City of Northport	3500 McFarland Blvd, Northport, AL 35476	Business License
176	City of Olive Branch	9200 Pigeon Roost Rd, Olive Branch, MS 38654	Business License
177	City of Opelika	Revenue Department, P.O. Box 390, Opelika, AL 36803-0390	Business License

No.	Vendor	Address	Tax Type
178	City of Oxford	107 Courthouse Sq, Oxford, MS 38655	Business License
179	City of Paducah	P.O. Box 9001241, Louisville, KY 40290-1241	Municipal Tax
180	City of Paducah	P.O. Box 9001241, Louisville, KY 40290-1241	Business License
181	City of Pascagoula	P.O. Drawer 908, , Pascagoula, MS 39568-0908	Business License
182	City of Pelham	P.O. Box 1238, Pelham, AL 35124	Business License
183	City of Pell City	1905 1st Ave North, Pell City, AL 35125	Business License
184	City of Phenix City	Department Of Finance, 601 12th Street, Phenix City, AL 36867	Business License
185	City of Philadelphia	525 Main St, Philadelphia, MS 39350	Business License
186	City of Picayune	200 Hwy 11 South, Picayune, MS 39466	Business License
187	City of Portland	111 SW Columbia Street #600, Portland Or 97201-5840	Business Tax
188	City of Portland	P.O. Box 9250, Portland, Or 97207	Metro Sh Business Income Tax
189	City of Prattville	P.O. Box 680190, Prattville, AL 36068	Business License
190	City of Rice Lake	Clerk-Treasurer's Office, 30 East Eau Claire Street, Rice Lake, WI 548680000	Personal Property Tax
191	City of Richland	P.O. Box 180609, Richland, MS 39218	Business License
192	City of Ridgeland	P.O. Box 217, Ridgeland, MS 39158	Business License
193	City of Roanoke	P.O. Box 1270, , Roanoke, AL 36274	Business License
194	City of Rolla	Finance Department, P.O. Box 979, Rolla, MO 65402	Business License
195	City of Savannah	Revenue Department, 305 Fahm Street, Savannah, GA 31402-1228	Business License
196	City of Savannah	Revenue Department, 305 Fahm Street, Savannah, GA 31402-1228	Personal Property Tax
197	City of Scottsboro	Scottsboro City Hall, 316 S Broad St, Scottsboro, AL 35768	Business License
198	City of Sedalia	200 South Osage, Sedalia, MO 65301	Business License

No.	Vendor	Address	Tax Type
199	City of Senatobia	P.O. Box 1020, Senatobia, MS 38668-1020	Business License
200	City of Sevierville	P.O. Box 5500, Sevierville, TN 37864	Personal Property Tax
201	City of Sheboygan	828 Center Ave, Suite 110, Sheboygan, WI 53081	Personal Property Tax
202	City of Shreveport	Revenue Divison, P.O. Box 30168, Shreveport, LA 71130-0168	Business License
203	City of Simpsonville	Business License, 118 Ne Main St, Simpsonville, SC 29681	Business License
204	City of Slidell	Occupational License, P.O. Box 828, Slidell, LA 70459	Business License
205	City of Somerset	City Clerk's Office, P.O. Box 989, Somerset, KY 42502	Personal Property Tax
206	City of Somerset, Net Profits Tax Division	P.O. Box 989, Somerset, KY 42502	Municipal Tax
207	City of Southaven	Office Of The City Clerk, 8710 Northwest Drive, Southaven, MS 38671	Business License
208	City of Starkville	110 West Main St, Starkville, MS 39759	Business License
209	City of Sulphur	Occupational License, P.O. Box 1309, Sulphur, LA 70664	Business License
210	City of Superior	Ashley Puetz Finance Director, 1316 N 14th St, Superior, WI 548800000	Personal Property Tax
211	City of Sylacauga	301 N Broadway Ave, Sylacauga, AL 35150	Business License
212	City of Thomasville	P.O. Box 127, Thomasville, AL 36784-0127	Business License
213	City of Thomson	P.O. Box 1017, Thomson, GA 30824	Business License
214	City of Toccoa	203 N Alexander Street, P.O. Box 579, Toccoa, GA 30577	Personal Property Tax
215	City of Tupelo	P.O. Box 1485, Tupelo, MS 38802-1485	Business License
216	City of Valley	20 Fob James Dr, Valley, AL 36854	Business License
217	City of Vicksburg	P.O. Box 150, Vicksburg, MS 39181-0150	Business License

No.	Vendor	Address	Tax Type
218	City of Waukegan	100 N Martin Luther King Jr Avenue, Waukegan, IL 60085	Business License
219	City of Waveland	301 Coleman Ave, Waveland, MS 39576	Business License
220	City of Waynesboro	714 Wayne Street, Waynesboro, MS 39367	Business License
221	City of West Bend Treasurer	1115 S Main St, West Bend, WI 530950000	Personal Property Tax
222	City of West Columbia	P.O. Box 4044, West Columbia, SC 29171	Business License
223	City of West Monroe	Acct: 29509-1036445, 2305 North 7th St, West Monroe, LA 71291	Business License
224	City of West Plains	P.O. Box 710, West Plains, MO 65775	Business License
225	City of Wiggins	177 First St, Wiggins, MS 39577	Business License
226	City of Winona	P.O. Box 29, Winona, MS 38967	Business License
227	Clark County License Commissioner	Attn: Linda Goodman, P.O. Box 369, Grove Hill, AL 36451	Business License
228	Clark County Sheriff	17 Cleveland Ave, Winchester, KY 40391	Personal Property Tax
229	Clark County Treasurer	34 South Main, Room 103, Winchester, KY 40391	Municipal Tax
230	Clarke County Tax Commissioner	Revenue Commissioner, 114 Court Street, Grove Hill, AL 36451	Personal Property Tax
231	Clayton County Tax Commissioner	Permits & License, 121 S. McDonough St. Annex 2, Jonesboro, GA 30236-3694	Personal Property Tax
232	Cleveland County Treasurer	Jim Reynolds, 201 S Jones Ste 100, Norman, OK 73069	Personal Property Tax
233	Coffee Cnty Revenue Commissioner	P.O. Box 411, Enterprise, AL 36331-1690	Personal Property Tax
234	Colbert County Judge of Probate	P.O. Box 47, Tuscumbia, AL 35674	Personal Property Tax
235	Colbert County Revenue Commission	P.O. Box 741010, Tuscumbia, AL 35674	Personal Property Tax
236	Colleton County SC	P.O. Box 8, Walterboro, SC 29488-0001	Personal Property Tax
237	Colorado Department of Revenue	Denver Co 80261- 0005	Income
238	Columbus Consolidated Gov	Occupation Tax Section, 100th Tenth St, Columbus, GA 31902-1397	Business License

No.	Vendor	Address	Tax Type
239	Columbus Development Company LLC	1302 West Poineer Parkway, Peoria, IL 61612	Real Estate
240	Comanche County	Rhonda Brantley Treasurer, 315 SW 5th Street Room 300, Lawton, OK 73501-4371	Personal Property Tax
241	Commerce Center LLC	1124 Park West Blvd, Suite 101, Mount Pleasant, SC 29466	Real Estate
242	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Income
243	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Income and Franchise Tax
244	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Sales and Use Tax
245	Comptroller of Public Accounts	P.O. Box 149348, Austin TX 78714-9348	Franchise Tax
246	Comptroller of Public Accounts	P.O. Box 149348, Austin TX 78714-9348	Sales and Use Tax
247	Cook County Treasurer	P.O. Box 805438, Chicago, IL 60680-4155	Business License
248	Cook County Treasurer	P.O. Box 805438, Chicago, IL 60680-4155	Real Estate
249	Cordova Collection Baceline LLC	511 Broadway, Denver, Co 80203	Real Estate
250	County of Lexington	212 S. Lake Dr., Suite 103, Lexington, SC 29072-3499	Personal Property Tax
251	CPC McAlpin Square LLC	D/B/A CPC Macalpin Square LLC, 151 Bodman Pl Ste 201, Red Bank, Nj 7701	Real Estate
252	CRC Iv Reit LLC	D/B/A Cr West Ashley LLC, 1427 Clarkview Road Ste 500, Baltimore, MD 21264-9475	Real Estate
253	Cullman Cnty Judge of Probate	P.O. Box 970, Cullman, AL 35056-0970	Business License
254	Dallas County Tax Office	P.O. Box 139066, Dallas, TX 75313-9066	Personal Property Tax
255	Dallas Countyal	Tax Collector, P.O. Box 987, Selma, AL 36702-0987	Business License
256	Dallas Countyal	Tax Collector, P.O. Box 987, Selma, AL 36702-0987	Personal Property Tax
257	Darla Eden Tax Commissioner	Hall County Ga, P.O. Box 1579, Gainesville, GA 30503	Personal Property Tax

No.	Vendor	Address	Tax Type
258	Darlington County Treasurer	1 Public Sq Room 203, Darlington, SC 29532-3213	Personal Property Tax
259	Debbie J. Richards	Tax Assessor/Collector, 609 Azalea Drive, Waynesboro, MS 39367	Personal Property Tax
260	Dekalb County Tax Commissioner	P.O. Box 100004, Atlanta, GA 30368-7545	Personal Property Tax
261	Dekalb County-Probate	Judge Of Probate, 300 Grand Ave SW Ste 100, Fort Payne, AL 35967	Business License
262	Delaware Division of Revenue	P.O. Box 2044, Wilmington, De 19899- 2044	Income
263	Delaware Secretary of State	401 Federal Street, Dover, De 19901	Annual Franchise Tax Report With Payment
264	Delaware Secretary of State	401 Federal Street, Dover, De 19901	Annual LLC Payment
265	Denton County	Michelle French-Tax Assessor/Collector, P.O. Box 90223, Denton, TX 86202-5223	Personal Property Tax
266	Department of Financial & Professional Regulation	State Of Illinois-Cash Unit, 320 W Washington St Rm 344, Springfield, IL 62791	Business License
267	Department of Fnance- Bowling Green Kentucky	1017 College Street, P.O. Box 430, Bowling Green, KY 42102-0430	Personal Property Tax
268	Department of Revenue	P.O. Box 23191 Jackson, MS 39225- 3191	Finance Company Tax
269	Department of Revenue	445 E. Capitol Avenue, Pierre, Sd 57501	Income
270	Department of Revenue	P.O. Box 23191 Jackson, MS 39225- 3191	Income and Franchise Tax
271	Department of Taxation and Finance	P.O. Box 5563, Binghamton, NY 13902-5563	Income
272	Department of The Treasury Division of Taxation	P.O. Box 281, Trenton, Nj 08695-0281	Income
273	Dickson County Trustee	Attn: Glynda Pendergrass, P.O. Box 246, Charlotte, TN 370360000	Personal Property Tax
274	Director of Finance	P.O. Box 550, Elizabethtown, KY 42702-0550	Municipal Tax
275	Dorchester County	Delinquent Tax Collector's Office, 201 Johnston Street, St. George, SC 29477	Business License

No.	Vendor	Address	Tax Type
276	Dorchester County Treasurer	Dorchester County Real Estate Tax, P.O. Box 936782, Atlanta, GA 31193-6782	Personal Property Tax
277	Dunklin County Courthouse	Kathy Rasberry Collector, P.O. Box 445, Kennett, MO 638570445	Business License
278	Dyer County Trustee	101 W Court St, P.O. Box 1360, Dyersburg, TN 38025-1360	Personal Property Tax
279	East Baton Rouge Sheriff's Office	Sid J Gautreaux Iii, P.O. Box 919319, Dallas, TX 75391-9319	Personal Property Tax
280	EBI Holdings	P.O. Box 802, Southaven, MS 38671	Real Estate
281	Eddie Fair Tax Collector	Hinds County Tax Collector, P.O. Box 1727, Jackson, MS 39215	Personal Property Tax
282	Elite Properties Group Inc	P.O. Box 940166, Plano, TX 75094	Real Estate
283	Ellis County Tax Office	Richard Rozier, 109 S Jackson St Rm-T125, Waxahachie, TX 75168-0188	Personal Property Tax
284	Essington Shoppes LLC	P.O. Box 10740, Chicago, IL 60610	Real Estate
285	Fayette County Public Schools	P.O. Box 55570, Lexington, KY 40555-5570	Municipal Tax
286	Felix Diaz	Dba: Diaz F&M Holdings LLC, 316 Grayson Hwy Suite 5A, Lawrenceville, GA 30046	Real Estate
287	Finance Director, City of Madisonville, KY	P.O. Box 1270, Madisonville, KY 42431	Municipal Tax
288	Florence County Treasurer	Laurie Walsh Carpenter, P.O. Box 100501, Florence, SC 29502-0501	Personal Property Tax
289	Florida Department of Revenue	P.O. Box 6440, Tallahassee Fl 32314- 6440	Income
290	Fond Du Lac City Treasurer	P.O. Box 150, 160 S Macy St, Fond Du Lac, WI 54936-0150	Personal Property Tax
291	Forrest County Tax Collector	P.O. Box 1689, Hattiesburg, MS 39403	Personal Property Tax
292	Four "L'S" Investments (1978) Inc.	2Nd Floor - 820 West Broadway, Vancouver, Bc V5Z 1J8	Real Estate

No.	Vendor	Address	Tax Type
293	Four S Commercial LLC	8201 Preston Road, Suite 700, Justin, TX 76247	Real Estate
294	Franchise Tax Board	P.O. Box 942857, Sacramento Ca 94257- 0500	Business Annual Tax
295	Franchise Tax Board	P.O. Box 942857, Sacramento Ca 94257- 0500	Income
296	Galium 1333 Main LLC F/B/O	3323 Ne 163rd St, Suite 608, Atlanta, GA 30374-6168	Real Estate
297	Garland Independent School Dis	P.O. Box 461407, Garland, TX 75046-1407	Personal Property Tax
298	Georgetown / Scott County	P.O. Box 800, Georgetown, KY 40324	Municipal Tax
299	Georgia Department of Revenue	P.O. Box 740239, Atlanta, Georgia 30374	Income
300	Georgia Department of Revenue	1800 Century Boulevard, Ne, Atlanta, Ga 30345	Sales and Use Tax
301	Georgia Dept of Banking and Finance	2990 Brandywine Road Suite 200, Atlanta, GA 30341-5565 Us	Loan Fee
302	Get Jr LLC	119 Tuscany Way, Greer, SC 29650	Real Estate
303	Gibb Shoals Property LLC	1951 Gibb Shoals Road, Greenville, SC 29612-0273	Real Estate
304	Greene County Trustee	204 N Cutler St. Ste 216, Greeneville, TN 37745	Personal Property Tax
305	Greentree Plaza Ltd	5930 Lyndon B Johnson Fwy, Suite 400, Emerson, Nj 7630	Real Estate
306	Greenville County Tax Collector	301 University Ridge Ste 700, Greenville, SC 29601-3659	Personal Property Tax
307	Gwinnett County	Tax Commissioner, P.O. Box 372, Lawrenceville, GA 30046	Personal Property Tax
308	Hamblen County Trustee	511 W 2nd North St, Morristown, TN 37814	Personal Property Tax
309	Hamilton County Trustee	625 Georgia Ave, Room 210, Chattanooga, TN 37402-1494	Personal Property Tax
310	Hampton County Treasurer	P.O. Box 87, Hampton, SC 29924-0087	Personal Property Tax
311	Harris County Texas	Tax Assessor-Collector, P.O. Box 4622, Houston, TX 77210-4622	Personal Property Tax
312	Harrison County Tax	200 West Houston, Marshall, TX 75670	Personal Property Tax

No.	Vendor	Address	Tax Type
313	Harrison County Tax Collector	Sharon Nash Barnett, P.O. Box 1270, Gulfport, MS 39502	Personal Property Tax
314	Henderson Co Trustee	John Cavness, Trustee, P.O. Box 9, Lexington, TN 38351	Personal Property Tax
315	Holiday Crossing Baseline LLC	511 Broadway, Denver, Co 80203	Real Estate
316	Homewood Village LLC	P.O. Box 1864, Athens, GA 30603	Real Estate
317	Hopkins County Fiscal Court	P.O. Box 690, Madisonville, KY 42431	Municipal Tax
318	Horry County Treasurer	Angie Jones Treasurer, Dept 98 P.O. Box 100216, Conway, SC 29528-6107	Personal Property Tax
319	Houston County	Patrick H Davenport Judge Of Probate, P.O. Box 6406, Dothan, AL 36302	Business License
320	Houston County Tax Commission	Mark Kushinka, 200 Carl Vinson Pkwy, Warner Robins, GA 31095	Personal Property Tax
321	Howell County Missouri	Janey Crow, Collector, 35 Court Square Ste 201, West Plains, MO 65775	Business License
322	Illinois Department of Revenue	P.O. Box 19038, Springfield Il 62794- 9048	Income
323	Illinois Department of Revenue	P.O. Box 19038, Springfield Il 62794- 9048	Sales and Use Tax
324	Illinois Secretary of State	Department Of Business Services, 501 S 2nd St, Rm 350, Springfield, IL 62756-5510	Annual Report
325	Indian Trail Legacy Center LLC	P.O. Box 604034, Charlotte, Nc 28260-4034	Real Estate
326	Indiana Department of Revenue	P.O. Box 7228, Indianapolis In 46207-7228	Income
327	Indiana Department of Revenue	100 N Senate Ave, Indianapolis, IN 46204	Sales and Use Tax
328	Indiana Secretary of State	200 W Washington St, Indianapolis, IN 46204	Annual Report
329	Internal Revenue Service	Ogden, Ut 84201-0009	Excise Tax
330	Internal Revenue Service	Ogden, Ut 84201-0011	Income
331	Iowa Attorney General	Attn: Notification & Fees Admin, 1305 E. Walnut Street, Des Moines, IA 50319	Business License

No.	Vendor	Address	Tax Type
332	Iowa Department of Revenue	P.O. Box 10468, Des Moines, IA 50306- 0468	Income
333	Irving Isd Tax Office	2621 W Airport Fwy, P.O. Box 152021, Irving, TX 75015-2021	Personal Property Tax
334	Jackson County Treasurer	P.O. Box 939, Altus, OK 73522	Personal Property Tax
335	Jacobs Properties LLC	2380 N Ocoee St, McDonald, TN 37353	Real Estate
336	Jefferson County Clerk's Office	527 W Jefferson Street, Room 100A, Louisville, KY 40202-2816	Personal Property Tax
337	Jefferson County Dept. of Revenue	716 Richard Arrington Jr. Blvd. N., Birmingham, AL 35203	Business License
338	Jefferson County Tax Collector	729 Maple St., Suite 36, Hillsboro, MO 63050	Personal Property Tax
339	Jefferson County Trustee	Jennifer Boling Hall, P.O. Box 38, Dandridge, TN 37725	Personal Property Tax
340	John M Moody	P.O. Box 2218, Florence, AL 35630	Real Estate
341	Jones County Tax Collector	P.O. Box 511, Laurel, MS 39441	Personal Property Tax
342	Judge of Probate	176 W. 5th St., Prattville, AL 36067	Business License
343	Judge of Probate Russell	P.O. Box 700, , Phenix City, AL 36868-0700	Business License
344	Kansas Department of Revenue	P.O. Box 750260, Topeka Ks 66699- 0260	Income
345	Kansas Department of Revenue	P.O. Box 3506, Topeka, Ks 66625-3506	Use Tax
346	KB Farrar LLC	1600 Division St, Suite 140, Nashville, TN 37203	Real Estate
347	Kershaw County Treasurer	P.O. Box 622, Camden, SC 29021-0622	Personal Property Tax
348	Knox County Trustee	P.O. Box 70, Knoxville, TN 37901	Personal Property Tax
349	Laclede County Government Cntr	Toni Morris Collector, 200 North Adams Ave, Lebanon, MO 65536	Business License
350	Lafourche Parish Government	P.O. Drawer 5548, Thibodaux, LA 70302-5548	Business License
351	Laredo Isd Tax Office	904 Juarez Avenue, , Laredo, TX 78040	Personal Property Tax
352	Lee Cnty Judge of Probate	Probate Judge, P.O. Box 2266, Opelika, AL 36803-2266	Business License
353	Lee County Tax Collector	P.O. Box 271, Tupelo, MS 38802-0271	Personal Property Tax

No.	Vendor	Address	Tax Type
354	Lenoir City Finance Department	530 Hwy 321 N. Suite 102, P.O. Box 445, Lenoir City, TN 37771	Personal Property Tax
355	LFUCG – Division of Revenue	P.O. Box 14058, Lexington, KY 40512	Municipal Tax
356	License Commissioner	P.O. Box 1059, Florence, AL 35631	Business License
357	Lincoln County Trustee	Mary Jane Porter, 112 Main Ave S Rm 103, Fayetteville, TN 37334	Personal Property Tax
358	Loudon County Trustee	Chip Miller Trustee, 101 Mulberry St Ste. 203, Loudon, TN 37774	Personal Property Tax
359	Louisiana Department of Revenue	Post Office Box 91011, Baton Rouge La 70821-9011	Income and Franchise Tax
360	Louisiana Motor Vehicle	Commission, 3017 Kingman St, Metairie, LA 70006	Business License
361	Louisville Metro Revenue Commission	P.O. Box 35410, Louisville, KY 40232-5410	Municipal Tax
362	Lowndes County Tax Assessor	Greg Andrews, P.O. Box 1077, Columbus, MS 39703	Business License
363	Maconbibb County Tax Comm	188 Third Street, MA con, GA 31208-4503	Personal Property Tax
364	Madison County	100 E Main St - Rm 107, Jackson, TN 38301	Personal Property Tax
365	Madison County Tax Collector	100 Northside Square, Huntsville, AL 35801-4820	Personal Property Tax
366	Marinette County Treasurer	1926 Hall Ave, Marinette, WI 541430000	Personal Property Tax
367	Marion County Treasurer	P.O. Box 6145, Indianapolis, IN 46206-6145	Personal Property Tax
368	Marion County Treasurer	P.O. Box 275, Columbia, SC 29202-3328	Personal Property Tax
369	Marlboro County SC	Delorice B Barrington, P.O. Box 505, Bennettsville, SC 29512-0505	Personal Property Tax
370	Marshall Cnty Judge of Probate	425 Gunter Ave Ste 110, Guntersville, AL 35976-1199	Business License
371	Marshall County Rev Commissioner	424 Blount Ave Ste 124, , Guntersville, AL 35976	Personal Property Tax
372	Massie-Clarke Development Co	4131 Benttree Dr., Owensboro, KY 42304	Real Estate
373	Mayes County Treasurer	Demecia Franklin, 1 Court Place Ste 100, Pryor, OK 74361-1010	Personal Property Tax
374	Mazal Properties LLC	1141 N Loop 1604 E, Suite 105-440, San Antonio, TX 78232	Real Estate

No.	Vendor	Address	Tax Type
375	Memphis and Shelby County Division of Planning & Development	125 N Main St, Suite #477, Memphis, TN 38103	Business License
376	Meriden Associates LLC	277 Fairfield Rd. Ste 205, Fairfield, Nj 7004	Real Estate
377	Michigan Department of Treasury	P.O. Box 30803, Lansing Mi 48909	Income
378	Millan Enterprises	126 Main Street, Ste A, Clarksville, TN 37040	Real Estate
379	Milwaukee County Treasurer	Public Portal, 901 N 9th St Room 102, Milwaukee, WI 53233	Personal Property Tax
380	Mimco, Inc.	6500 Montana Avenue, El Paso, TX 79925	Real Estate
381	Minnesota Department of Revenue	600 N. Robert St., St. Paul, Mn 55145- 1250	Franchise Tax
382	Mississippi Court Collections	P.O. Box 1384, Brandon, MS 39043	Personal Property Tax
383	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Credit Institution Tax
384	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Income
385	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Sales and Use Tax
386	Missouri Division of Finance	301 West High St Room 630, P.O. Box 716, Jefferson City, MO 65101	Business License
387	Mobile County	3925-F Michael Blvd, P.O. Drawer 161009, Mobile, AL 36616	Business License
388	Monroe Cnty Revenue Comm	P.O. Box 665, 65 North Alabama Ave, Monroeville, AL 36461	Business License
389	Montgomery Cnty Judge of Pro	Business License Renewal, 101 S Lawrence St, Montgomery, AL 36101-0223	Business License
390	Moreland Incorporated	P.O. Box 1250, Starkville, MS 39760	Real Estate
391	Morgan County Comm of Lic	P.O. Box 668, Decatur, AL 35602-0668	Business License
392	Mpa of Key West Ltd Ptr	1433 12th Street, Key West, Fl 33040	Real Estate
393	Ms Mbc LLC	P.O. Box 1524, West Point, MS 39773	Real Estate
394	Muncie Planet Re LLC	Lee/Assoc 10201 N Illinois St Ste 390, Indianapolis, IN 46290	Real Estate

No.	Vendor	Address	Tax Type
395	Muskogee County Treasurer	Kelly M. Garrett, P.O. Box 1587, Muskogee, OK 74402-1587	Personal Property Tax
396	Nevada Financial Institution Division	Attn: Application Processing, P.O. Box 3239, Carson City, Nv 89702	Business License
397	New Mexico Dept of Financial Institutions	2550 Cerrillos Road, 3rd Floor, P.O. Box 25101, Santa Fe, Nm 87504	Business License
398	Newberry County Treasurer	Newberry County Treasurer, P.O. Box 206, Newberry, SC 29108	Personal Property Tax
399	Newton Co Tax Commissioner	1113 Usher Street, Suite 101, Covington, GA 30014	Personal Property Tax
400	North Dakota Office of State Tax Commissioner	600 E. Boulevard Ave. Dept 127, Bismarck, North Dakota 58505- 0599	Income
401	North Key Properties LLC	P.O. Box 180511, Delafield, WI 53018	Real Estate
402	Northwest Plaza	P.O. Box 866, Olive Branch, MS 38654	Real Estate
403	Nueces County	P. O. Box 2810, Corpus Christi, TX 78403-2810	Personal Property Tax
404	Occupational Tax Administrator	Owensboro, KY 42302-9008	Income
405	Occupational Tax Administrator	P.O. Box 10008, Owensboro, KY 42302-9008	Municipal Tax
406	Office of The City Collector	501 Vine St, Poplar Bluff, MO 63901	Business License
407	Oklahoma County Treasurer	P.O. Box 268875, Oklahoma City, OK 73126-8875	Personal Property Tax
408	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Income
409	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Income and Franchise Tax
410	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Sales and Use Tax
411	Oliver Creek Holdings LLP	P.O. Box 1429, Montgomery, AL 36102	Real Estate
412	Onalaska City Treasurer	City Hall, 415 Main St, Onalaska, WI 546502953	Personal Property Tax
413	Orangeburg County Auditor	P.O. Box 9000, Orangeburg, SC 29116-9000	Personal Property Tax
414	Oregon Department of Revenue	P.O. Box 14777, Salem Or 97309- 0960	Excise Tax
415	Pacific West Real Estate Income Fund LLC	P.O. Box 36799, Charlotte, Nc 28236-6799	Real Estate

No.	Vendor	Address	Tax Type
416	Panola County Tax Assessor/Collector	151 Public Square, Ste C, Batesville, MS 38606	Personal Property Tax
417	Parish of Ascension	Robert P Webre, Sheriff/Tax Collector, P.O. Box 118, Gonzales, LA 70707-0118	Personal Property Tax
418	Parish Sales Tax Fund	Terrebonne Parish Sales & Use Tax, P.O. Box 670, Houma, LA 70361-0670	Business License
419	PCDF Properties LLC	P.O. Box 208420, Dallas, TX 75320-8420	Real Estate
420	Pennsylvania Department of Revenue	P.O. Box 280427, Harrisburg Pa 17128-0427	Income
421	Pettis County Courthouse	Marsha L Boeschen Collector, 415 South Ohio Ste 216, Sedalia, MO 653010000	Personal Property Tax
422	Pickens County Treasurer	Lockbox Oper/Td Bank, P.O. Box 1210, Columbia, SC 29202	Personal Property Tax
423	Pike County Judge of Probate	Wesley H Allen, 120 W Church St, Troy, AL 36081	Business License
424	Pike County Rev Commissioner	Curtis Blair, 120 West Church St, Troy, AL 36081	Personal Property Tax
425	Pike County Tax Collector	Gwendolyn J Nunnery, P.O. Box 111, Magnolia, MS 39652	Personal Property Tax
426	Pottawatomie County Treasurer	309 N Broadway Ste 202, Shawnee, OK 74801	Personal Property Tax
427	Preston Bend Real Estate LLC	913 Thornridge, Sherman, TX 75090	Real Estate
428	Randolph County Business License	P.O. Box 249, Wedowee, AL 36278	Business License
429	Randolph County Collector	372 Highway Jj Suite 1G, Huntsville, MO 65229	Personal Property Tax
430	Rapides Parish and Applicable	Municipalities, 5606 Coliseum Blvd, Alexandria, LA 71303	Business License
431	Rby #3 Property Management LLC	4629 Macro Drive, San Antonio, TX 78265-9506	Real Estate
432	RCC Cross Country Plaza LLC	C/O Hackney Real Estate, P.O. Box 17710, Richmond, VA 23226	Real Estate
433	Red Mansions Realty Management LLC	2324 Gruene Lake Drive, Suite C, New Braunfels, TX 78130	Real Estate
434	Redus Family Limited	Partnership, 145 East Spring St., Ste. B-2, Cookeville, TN 38501	Real Estate

No.	Vendor	Address	Tax Type
435	Redus Family Ltd Partnership LLP	145 E. Spring Street, B-2, Cookeville, TN 38501	Real Estate
436	Regency Commercial Associates LLC	Db: Regency Csp Iv LLC, 380 N Cross Pointe Blvd, Evansville, IN 47715-4027	Real Estate
437	Regency Commercial Associates LLC	330 Cross Pointe Blvd, Detroit, Mi 48278-0819	Real Estate
438	RFLP, Ltd	830 N.E. Loop 410, Suite 202, San Antonio, TX 78209	Real Estate
439	Rhineland City Clerk	135 S Stevens St, Rhineland, WI 545010000	Personal Property Tax
440	Richland County Treasurer	P.O. Box 8028, Columbia, SC 29202-8028	Business License
441	Richland County Treasurer	P.O. Box 8028, Columbia, SC 29202-8028	Personal Property Tax
442	Richmond County Tax Comm	530 Greene Street Room 117, Augusta, GA 30901	Personal Property Tax
443	Rmr Coastal LLC	2324 Gruene Lake Drive, Suite C, New Braunfels, TX 78130-3745	Real Estate
444	Robertson County Trustee	Kendra Shelton, 515 South Brown Street, Springfield, TN 37172	Personal Property Tax
445	Ronald M. Bykowski	D/B/A Century Properties, 3717 W Elm Street, McHenry, IL 60050	Real Estate
446	Rsdak LLC	3423 Ashbourne Circle, Bloomington, IL 61702-1225	Real Estate
447	Rutherford County Trustee	P.O. Box 1316, Murfreesboro, TN 37133	Personal Property Tax
448	Saline County Tax Collector	Cindi A. Sims, P.O. Box 146, Marshall, MO 653400000	Personal Property Tax
449	Sandlot Group LLC	7130 W. Maple Suite 210, Wichita, Ks 67209	Real Estate
450	SC Dept of Consumer Affairs	P.O. Box 5246, Columbia, SC 29210-8004	Business License
451	SCDCA South Carolina Dept of Consumer Affairs	P.O. Box 5246, Columbia, SC 29250	Business License
452	Scgiv-Garners LLC	P.O. Box 724498, , Atlanta, GA 31139	Real Estate
453	Scott County Clerk	101 E Main Street, Georgetown, KY 40324	Personal Property Tax
454	Scott County Tax Collector	100 East 1St St, Forest, MS 39074	Personal Property Tax

No.	Vendor	Address	Tax Type
455	Sedgwick Co. Treasurer	Sedgwick Co Courthouse, P.O. Box 2961, Wichita, Ks 67201-2961	Real Estate
456	Sequoyah County Treasurer	120 E Chickasaw, Sallisaw, OK 74955	Personal Property Tax
457	Sevier County Trustee	125 Court Ave Ste 212W, Sevierville, TN 37862	Personal Property Tax
458	Shapland Realty LLC	2101 Fox Drive, Suite 103, Champaign, IL 61820	Real Estate
459	Shelby County Tax Commissioner	P.O. Box 1298, Columbiana, AL 35051	Personal Property Tax
460	Shelby County Trustee	P.O. Box 2751, Attn: Regina Morrison Newman, Memphis, TN 38101	Personal Property Tax
461	Sona Four Corners LP	4141 Southwest Freeway, Suite 470, Houston, TX 77027	Real Estate
462	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214- 0032	Income
463	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214- 0032	Income and Franchise Tax
464	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214- 0032	Sales and Use Tax
465	Springview Shops LLC	P.O. Box 2527, Mount Pleasant, SC 29465	Real Estate
466	St Charles County Collector	Michelle D. McBride, 201 N Second St - Ste 134, St Charles, Mo 63301-2889	Personal Property Tax
467	St Clair County	Mike Bowling, 1815 Cogswell Ave Ste 212, Pell City, AL 35125	Personal Property Tax
468	St John The Baptist Parish Tax	P.O. Box 2066, Laplace, LA 70069	Business License
469	St Johns Investors LP	200 Wingo Way, Suite 100, Charlotte, Nc 28275-1554	Real Estate
470	State Banking Department AL	Bureau Of Loans, P.O. Box 4600, Montgomery, AL 36104-4350	Business License
471	State of Michigan	2501 Woodlake Circle, Okemos, Mi 48865	Annual Report
472	State of New Hampshire	107 North Main Street, Concord, Nh 03301	Annual Report
473	State of SC Dept Consumer Affairs	P.O. Box 5246, Columbia, SC 29250-5246	Business License
474	State of Utah	Dept Of Financial Institutions, P.O. Box 146800, Salt Lake City, Ut 84114-6800	Business License

No.	Vendor	Address	Tax Type
475	State of Wisconsin Dept. of Fin. Institution	4822 Madison Yards Way, North Tower, Madison, WI 53705	Annual Report
476	Stephens Cnty Tax Commissioner	70 North Alexander St Rm 103, Toccoa, GA 30577	Personal Property Tax
477	Stunkel Commercial LLC	Stunkel Commercial LLC, 1440 W Republic Rd Ste 144, Springfield, MO 65807	Real Estate
478	Sue Chen Corporation	222 Municipal Dr. Ste 138, Richardson, TX 75080	Real Estate
479	Sulphur Springs Isd	Tax Office, 631 Connally, Sulphur Springs, TX 75482	Personal Property Tax
480	Sumter County Treasurer	13 East Canal, Sumter, SC 29150-4925	Personal Property Tax
481	Suso 1 Highland LP	729 Thompson Lane, Suite 200, Nashville, TN 37064	Real Estate
482	Tallapoosa Cnty Judge of Prob	Judge Of Probate, 125 N Broadnax St Rm 126, Dadeville, AL 36853-1371	Business License
483	Tameri Dunnam, Tax Collector	Union County Tax Assessor, P.O. Box 862, New Albany, MS 38652	Personal Property Tax
484	Tangi East LLC No 1	70325 Hwy 1077, Suite 300, Covington, LA 70433	Real Estate
485	Tax Administrator	P.O. Box 658, Somerset, KY 42502	Municipal Tax
486	Tax Administrators Office	321 West Main St. Room 117, Danville, KY 40422-1848	Municipal Tax
487	Tax and Revenue Administration	9811 109 St NW, Edmonton, Ab T5K 2L5, Canada	Income
488	Tax Assessor-Collector	P.O. Box 961018, Fort Worth, TX 76161-0018	Personal Property Tax
489	Tax Trust Accountavenu	P.O. Box 830900, Birmingham, AL 35283-0900	Business License
490	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Business Tax
491	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Franchise Tax
492	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Sales and Use Tax
493	Texas City Isd	P.O. Box 48, Houston, TX 77001	Personal Property Tax
494	The Necessity Retail Reit	38 Wasahington Square, Newport, RI 2840	Real Estate
495	Tippecanoe County Treasurer	20 N 3rd Street, Lafayette, IN 47901-1218	Personal Property Tax

No.	Vendor	Address	Tax Type
496	Tipton County Trustee Office	1 Pleasant Ave Room 203, Covington, TN 38019	Personal Property Tax
497	Tmb Properties LLC	D/B/A Tmb Properties LLC, 1951 Gibb Shoals Rd, Greenville, SC 29612	Real Estate
498	Town of Grand Chute	Town Treasurer, 1900 W Grand Chute Blvd, Grand Chute, WI 54913-9613	Personal Property Tax
499	Town of Greeneville	200 North College Street, Greeneville, TN 37745	Personal Property Tax
500	Town of Lexington	P.O. Box 397, Lexington, SC 29071	Business License
501	Town of Mountain City	Sheila Shaw City Recorder, 210 South Church Street, Mountain City, TN 37683	Personal Property Tax
502	Town of Rib Mountain	Treasurer, 227800 Snowbird Ave, Wausau, WI 544015828	Personal Property Tax
503	Treasurer - City of Berea, KY	212 Chestnut Street, Berea, KY 40403	Municipal Tax
504	Troup County Tax Commissioner	100 Ridley Ave, Lagrange, GA 30240	Personal Property Tax
505	Tsca-227 Limited Partnership	301 S. Sherman St. #100, Richardson, TX 75081	Real Estate
506	Tuscaloosa County	714 Greensboro Ave, Room 124, Tuscaloosa, AL 35401-1891	Personal Property Tax
507	Tuscaloosa County License Commissioner	2501 7th St., Suite 100, Tuscaloosa, AL 35401	Business License
508	Union City	City Hall, 408 S Depot St, Union City, TN 38281	Personal Property Tax
509	Victoria County Tax Ac	Ashley Hernandez, 205 N Bridge St Ste 101, Victoria, TX 77902-2569	Personal Property Tax
510	Vigo County Treasurer	Tax Processing Center, P.O. Box 1466, Indianapolis, IN 46206-1466	Personal Property Tax
511	Village At Sandhill LLC	101 Flintlake Road, Columbia, SC 29223	Real Estate
512	Village of Bloomingdale	201 S Bloomingdale Rd, , Bloomingdale, IL 60108-1487	Business License
513	Village of Matteson	4900 Village Commons, Matteson, IL 60443	Business License
514	Village of Melrose Park	1000 N. 25th Avenue, Melrose Park, IL 60160	Business License

No.	Vendor	Address	Tax Type
515	Village of North Riverside	2401 S Desplaines Ave, North Riverside, IL 60546	Business License
516	Village of South Holland	16220 Wausau Avenue, South Holland, IL 60472	Business License
517	Village of West Baraboo	500 Cedar St, Baraboo, WI 53913	Personal Property Tax
518	Village Properties Inc	115 West Madison St, Pulaski, TN 38478	Real Estate
519	Virginia Department of Taxation	P.O. Box 1500, Richmond, VA 23218- 1500	Income
520	Warren County Tax Collector	Antonia Flaggs-Jones, P.O. Box 351, Vicksburg, MS 39181	Personal Property Tax
521	Warren County Trustee	201 Locust St Ste P1, McMinnville, TN 37111	Personal Property Tax
522	Washington Cnty Trustee -Tn	P.O. Box 215, Jonesborough, TN 37659	Personal Property Tax
523	Washington State Department of Revenue	2101 4Th Ave Suite 1400, Seattle, WA 98121	Excise Tax
524	Waterstone Southeast Investors LLC	Db: Waterstone Southeast Spartan Portfollo LLC, 250 First Ave, Ste 202, Needham, MA 02494	Real Estate
525	Waterstone Southeast Portfolio LLC	P.O. Box 20062, Pittsburgh, Pa 15251-0062	Real Estate
526	WCJ Wilson 95 Ltd	800 Eighth Avenue Ste 340, Kroger Shopg Ctr-Wil Jennings Mngmt, Fort Worth, TX 76104	Real Estate
527	Wells Hubbard LP	445 N Wells St. Ste#200, Chicago, IL 60654	Real Estate
528	West Ashley Shoppes	C/O Contentental Realty Corporation, P.O. Box 69475-415, Baltimore, MD 21264-9475	Real Estate
529	Wharton County	Cindy Hernandez Tax A/C, P.O. Box 189, Wharton, TX 77488	Personal Property Tax
530	White Spinner Realty Inc	3201 Dauphin St, Suite A, Mobile, AL 36606	Real Estate
531	Whitley County Occupational Tax Office	P.O. Box 268, Williamsburg, KY 40769	Municipal Tax
532	Whlr-Freeway Junction LLC	2929 Virginia Beach Blvd., Suite 200, Virginia Beach, VA 23452	Real Estate
533	Whlr-Lagrange LLC	2529 Virginia Beach Blvd, Suite 200, Virginia Beach, VA 23452	Real Estate

No.	Vendor	Address	Tax Type
534	Williamsburg County Code Enforcement Office	201 West Main St, Kingstree, SC 29556	Business License
535	Williamsburg County Treasurer	P.O. Box 150, Kingstree, SC 29556-0150	Personal Property Tax
536	Williamson County Trustee	Karen Paris Trustee, P.O. Box 1365, Franklin, TN 370651365	Personal Property Tax
537	Willow Court LLC	17890 Blanco Road, Suite 305, San Antonio, TX 78232	Real Estate
538	Winston County	16540 West Main Street, Louisville, MS 39339	Personal Property Tax
539	Wisconsin Department of Revenue	2135 Rimrock Rd, Madison, WI 53708	Income
540	Wisconsin Department of Revenue	2135 Rimrock Rd, Madison, WI 53708	Use Tax
541	Wood Lawrenceburg Ctr LLC	321 Henry St, Lexington, KY 40508	Real Estate
542	Wp Developments LLC	500 N Akard St, Ste 3240, Dallas, TX 75266-0394	Real Estate
543	Wyoming Secretary of State	Herschler Building East, Suite 101, 122 W 25th Street, Cheyenne, WY 82002-0020	Annual Report
544	Y&O 240 LLC	4 Rabel Lane #668, Oklahoma City, OK 73102	Real Estate
545	York County Treasurer	P.O. Box 116, York, SC 29745	Personal Property Tax

Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled “Proposed Adequate Assurance” on the Utility Services List attached as **Exhibit A** hereto, as may be modified in accordance with this Order. To the extent a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

5. The following “Adequate Assurance Procedures” are hereby approved:
 - (i) Any Utility Provider desiring additional assurance of payment in the form of deposits, prepayments or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) on the following parties: (i) the Debtors, CURO Holdings Corp., 200 W Hubbard Street 8th Floor, Chicago, IL, Attn: Rebecca Fox, Chief Legal Officer; (ii) proposed counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, Texas 75201, Attn: Sarah Link Schultz, and One Bryant Park, New York, New York 10036, Attn: Anna Kordas and Omid Rahnama; (iii) counsel to the Ad Hoc Group, Wachtell, Lipton, Rosen & Katz 51 West 52nd Street, New York, NY 10019, Attn: Joshua A. Feltman and Neil M. Snyder; (iv) counsel to any statutory committee appointed in these Chapter 11 Cases; and (v) the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002 (collectively, the “Notice Parties”). An Additional Assurance Request may be made at any time.
 - (ii) Any Additional Assurance Request must: (a) be in writing; (b) identify the location for which the Utility Services are provided; (c) provide the outstanding balance for each such account; (d) summarize the Debtors’ payment history relevant to the affected account(s), including any security deposits; and (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
 - (iii) Upon the Debtors’ receipt of any Additional Assurance Request, the Debtors shall promptly negotiate with such Utility Provider to resolve such Utility Provider’s Additional Assurance Request.
 - (iv) The Debtors may, without further order from the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide such Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments or other forms of security if the Debtors believe that such adequate assurance is reasonable in their business judgment, subject to the terms of any cash collateral or other financing order entered by the Court; *provided, however*, that the Debtors

shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to the U.S. Trustee upon request.

- (v) If the Debtors and the Utility Provider are not able to reach an alternative resolution within 14 days of receipt of the Additional Assurance Request, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing or such other date that the Debtors and the affected Utility Provider may agree to determine the adequacy of assurance of payment with respect to a particular Utility Provider (the “Determination Hearing”), pursuant to Bankruptcy Code section 366(c)(3). Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- (vi) The portion of the Adequate Assurance Deposit attributable to each Utility Provider will be returned to the Debtors upon the earlier of (i) without further order of this Court, reconciliation and payment by the Debtors of the Utility Provider’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’ termination of Utility Services from such Utility Provider, (ii) without further order of this Court, the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases, and (iii) as provided pursuant to, or consistent with, any further order of this Court.

6. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request additional adequate assurance by following the Adequate Assurance Procedures.

7. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

8. Unless and until a Utility Provider files an objection or serves an Additional Assurance Request, such Utility Provider shall be: (i) deemed to have received adequate assurance of payment that is “satisfactory” to such Utility Provider in compliance with Bankruptcy Code section 366 and (ii) forbidden from (a) discontinuing, altering or refusing services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, the

commencement of these Chapter 11 Cases or any perceived inadequacy of the Proposed Adequate Assurance, and (b) requiring additional assurance of payment other than the Proposed Adequate Assurance.

9. The Debtors are authorized, upon 14 days' notice afforded to (i) the affected Utility Provider and (ii) counsel to the Notice Parties to object, and the Debtors having received no objection from any such Utility Provider, to remove any Utility Provider from the Utility Services List. If an objection is received, 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 Provider may agree. The Debtors shall not deduct from the Adequate Assurance Deposit the amount set aside for any Utility Provider that the Debtors seek to terminate or delete from the Utility Services List unless and until the 14-day notice period has passed and the Debtors have not received any objection to the termination or deletion of such Utility Provider from the Utility Services List, or until such objection has been resolved consensually or by order of the Court.

10. The Debtors are authorized to add any Utility Provider to the Utility Services List. This Order shall be binding upon any subsequently-identified Utility Provider. To the extent the Debtors identify such additional Utility Providers, the Debtors will serve on such Utility Provider, within two business days, a copy of this Order, including the Adequate Assurance Procedures, and provide such Utility Provider a time period of 14 days to object to the inclusion of such Utility Provider on the Utility Services List. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtors and the affected Utility Provider may agree. In addition, the Debtors will provide an Adequate Assurance Deposit in an amount equal to the cost for services for 14 days based on historical average

payments during the preceding 12 months for any Utility Provider added to the Utility Services List as set forth herein.

11. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtors that such entity is, or is not, a “utility” within the meaning of Bankruptcy Code section 366, and the Debtors reserve all rights with respect thereto.

12. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’, or any other party in interest’s, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’, or any other party in interest’s, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens.

13. Notwithstanding anything to the contrary in this Order, any payment authorized to be made by the Debtors pursuant to this Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

14. The Adequate Assurance Procedures set forth herein are for all Utility Providers providing Utility Services to the Debtors and are not limited to those parties or entities listed on the Utility Services List.

15. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Utility Services List

This is **Exhibit "I"** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



.....
A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
CURO Group Holdings Corp., <i>et al.</i> ,)	
	)	Case No. 24-90165 (MI)
Debtors. ¹)	
	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE INSURANCE COVERAGE ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, AND (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES; (II) AUTHORIZING CONTINUATION OF THE SURETY BOND AND LETTER OF CREDIT PROGRAM; AND (III) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this emergency motion (the “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (i) authorizing the Debtors to (a) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course, and (b) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course; (ii) authorizing continuation and renewal of the Surety Bond and LOC Program (as defined herein); and (iii) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b), 1107(a), and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 4002-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Bankruptcy Local Rules”) and the Procedures for Complex Cases in the Southern District of Texas.

Background

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their

businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

The Insurance Policies and Related Payment Obligations

8. The Debtors maintain a comprehensive insurance program that provides coverage to the Company for, among other things, property liability, general liability, employment practices

liability, crime liability, cyber liability, fiduciary liability, automobile liability, directors' and officers' liability, workers' compensation and an errors and omissions policy (in Canada only) (collectively, the "Insurance Policies"), which are administered by various third-party insurance carriers (collectively, the "Insurance Carriers"). A schedule of the Insurance Policies is attached as Exhibit A to this Motion and the Order.²

9. The Debtors are required to pay premiums and associated taxes and fees under the Insurance Policies based upon a fixed rate established and billed by each Insurance Carrier. For 2023, the aggregate annual premiums including, as applicable, taxes and surcharges, broker fees, and commissions paid by the Debtors for the Insurance Policies, was approximately \$2.9 million. The Insurance Policies generally are annual in length and renew at set intervals. The Debtors believe that, as of the Petition Date, there are no material outstanding premiums due on account of the Insurance Policies. Out of an abundance of caution and to ensure uninterrupted coverage under the Insurance Policies, the Debtors seek authority to honor any prepetition amounts on account of the Insurance Policies and pay premiums and other costs related to such Insurance Policies as they come due in the ordinary course during the pendency of these Chapter 11 Cases.

10. Certain of the Insurance Policies require the Debtors to pay a per-incident deductible (collectively, "Deductibles"). Generally, if a claim is made against the Insurance Policies, the Debtors' applicable Insurance Carrier will administer the claim and make payments in connection therewith. The Deductibles, if any, are offset against such payments. The Debtors, therefore, often do not pay Deductibles directly to their Insurance Carriers, but rather are

² The descriptions of the Insurance Policies set forth in this Motion, including Exhibit A to the Order, are only a summary. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the descriptions in this Motion. The Debtors request authority to honor obligations and renew all insurance policies, as applicable, regardless of whether the Debtors inadvertently fail to include a particular insurance policy on Exhibit A to the Order, and any such omitted insurance policy is hereby included in the defined term "Insurance Policies" as used herein and in the Order.

reimbursed by their Insurance Carriers less the amount of the applicable Deductibles. In cases where the Debtors maintain a high deductible policy, such as the Debtors' D&O policies, claims are administered and paid by the Insurance Carriers and are reimbursed by the Debtors directly.

11. Unlike the Debtors' other insurance policies, the Debtors' prior workers compensation policy, where three claims remain outstanding, uses self-insured retention ("SIR") instead of Deductibles. If a claim is made against such policy, the Debtors make payments to the applicable Insurance Carrier up to the limit of the SIR and, once the claim value is above the SIR amount, the Insurance Carrier will cover remaining costs. The Insurance Carrier will administer the claim and make payments in connection therewith. The Insurance Carrier conducts a "true-up" at the end of every month and refunds any overage of prepayment or bills the Debtors for any shortage.

12. The Debtors seek authority to continue the Deductibles and SIRs under the Insurance Policies, including honoring any payment obligations under the Deductibles and SIRs, in the ordinary course of business on a postpetition basis to ensure uninterrupted coverage thereunder.

13. Continuation of the Insurance Policies and entry into new insurance policies is essential to the Debtors' continued operations and the goals for the Chapter 11 Cases. Moreover, in many instances, insurance coverage is required by the regulations, laws and contracts that govern the Company's commercial activities, including the requirement by the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") that a debtor maintains adequate coverage. Accordingly, the Debtors request authority to maintain their existing Insurance Policies, pay prepetition obligations related thereto, if any, and enter into new insurance policies, as applicable, in the ordinary course of business.

The Directors' and Officers' Coverage

14. The Insurance Policies include, among other policies: (i) one primary and five excess directors' and officers' liability policies (collectively, the "D&O Policy"); (ii) an employment practices liability policy; and (iii) a fiduciary liability policy. These Insurance Policies provide coverage to, among others, the Debtors' directors, officers, and employees. Prior to the Petition Date, the Debtors purchased a 6-year tail for the D&O Policy and paid the associated \$3.4 million premium in full prior to the Petition Date.

Surety Bond and LOC Program

15. In the ordinary course of business, various state law licensing regulations require the Company to provide surety bonds ("Surety Bonds") as a prerequisite to obtaining the licenses necessary for business operations within the state (the "Surety Bond Program" and each surety thereunder, a "Surety"). The Hanover Insurance Company ("Hanover") and Travelers Insurance issued the Debtors' current outstanding surety bonds in the U.S. In the recent years, Hanover has requested that the Surety Bonds be collateralized. The Debtors have entered into a standby letter of credit with Wells Fargo Bank, N.A. (the "Wells Fargo LOC") to provide the necessary collateral for Hanover as the beneficiary. The percentage of each Surety Bond that needed to be collateralized varied over time. As of the Petition Date, the Wells Fargo LOC is overcollateralized at 115% due to relinquishment of certain Surety Bonds over the previous year. Additionally, the provincial authorities in Canada also require letters of credit with RBC Royal Bank of Canada, with each respective province as beneficiary (the "Canadian LOCs" and, together with the Wells Fargo LOC, the "LOCs"). The Canadian LOCs are not required to be collateralized. In 2023, the premiums for the Canadian LOCs paid to RBC Royal Bank of Canada totaled \$28,795.71. The

total amount of outstanding Surety Bonds and LOCs is approximately \$3,121,000.00 and \$2,699,000.00, respectively.

16. The obligations secured by the Surety Bond Program and a list of the Debtors' Surety Bonds and the Canadian LOCs is set forth in **Exhibit B** attached to this Motion and the Order. The premiums for the Surety Bonds (the "Surety Premiums") and the Canadian LOCs are generally determined on an annual basis. Payment is remitted by the Debtors when the Surety Bonds and Canadian LOCs are issued and annually upon each renewal. Surety Solutions, a Gallagher Company, Fisher Brown Bottrell Insurance, Inc., and Western Surety Company assist the Debtors with administration of Surety Premiums. The Canadian LOCs are administered directly through RBC Royal Bank of Canada. The Debtors do not believe they owe any amounts on account of unpaid prepetition Surety Premiums and LOC premiums. The Debtors request authority to continue the Surety Bond Program and LOCs (collectively, the "Surety Bond and LOC Program") in the Debtors' discretion in the ordinary course of business.

The Debtors' Broker

17. The Debtors obtain the Insurance Policies primarily through their broker, HUB International Limited ("HUB"). HUB assists the Company in (i) obtaining and maintaining, in the most cost-efficient manner, comprehensive insurance coverage, (ii) negotiating policy terms, provisions and premiums, (iii) assisting the Debtors with claims, and (iv) providing ongoing support throughout the applicable policy periods. The Debtors also use the Gallagher Company ("Gallagher" and, together with HUB, the "Insurance Brokers") to assist with the administration of the Debtors' workers compensation policy and the Surety Bond Program. The premiums that the Debtors pay for their Insurance Policies include commissions and fees to the Insurance Brokers

for services rendered (the “Broker Fees”). As of the Petition Date, the Debtors do not believe they owe any amounts to the Insurance Brokers on account of prepetition Broker Fees.

18. To the extent any such prepetition amounts are determined to remain outstanding, the Debtors seek authority to honor any Broker Fees in full, to ensure uninterrupted coverage under their Insurance Policies.

Basis for Relief

I. The Debtors Must Continue the Insurance Policies to Comply with the Bankruptcy Code and Other Applicable Laws.

19. Bankruptcy Code section 1112(b)(4)(C) provides that “failure to maintain appropriate insurance that poses a risk to the estate” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws and contracts that govern the Company’s commercial activities. To ensure compliance with the Bankruptcy Code and other applicable laws, the Debtors believe it is essential that they (a) maintain and continue to make all payments required under their Insurance Policies and (b) have the authority to supplement, amend, extend, renew, or replace their Insurance Policies as needed, in their judgment, without further order of the Court.³

II. Paying Obligations Under the Insurance Policies and the Surety Bond and LOC Program Is Warranted.

20. The Debtors have reviewed their books and records and do not believe there are any outstanding prepetition obligations owed under the Insurance Policies or the Surety Bond and LOC Program. Out of an abundance of caution, however, the Debtors request authority to pay any

³ The Debtors believe that continuation of the Insurance Policies and the ability to supplement, amend, extend, renew, or replace such Insurance Policies is authorized in the ordinary course. 11 U.S.C. § 363(c)(1). The Debtors therefore seek such relief out of an abundance of caution.

prepetition amounts due on account of the Insurance Policies, the Surety Bond and LOC Program, and the Broker Fees in acknowledgement of the importance of continued provision of insurance, surety, and letter-of-credit services to the Company's businesses and the Debtors' compliance with licensing regulations and the bankruptcy process.

21. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect the estate. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (authorizing payment of certain prepetition claims pursuant to "doctrine of necessity"). In doing so, these courts acknowledge that several legal theories rooted in Bankruptcy Code sections 105(a), 363(b) and 1107(a) support the payment of prepetition claims as provided herein.

22. Further, Bankruptcy Code section 363(b) permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that Bankruptcy Code section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under Bankruptcy Code section 1107(a), a debtor in possession has, among other things, the "implied duty of the debtor-in-possession to 'protect and preserve the estate.'" *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)). Moreover, under Bankruptcy Code section 105(a), "the [C]ourt may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code.]" 11 U.S.C. § 105(a). The above-referenced Bankruptcy Code sections therefore authorize the postpetition payment of prepetition claims when the payments are critical to preserving the debtor's estate. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. at 497 (noting that "it is only logical that

the bankruptcy court be able to use section 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”).

23. The Debtors seek to continue, amend, supplement, and extend their existing Insurance Policies, and purchase new policies, as applicable, in the ordinary course of business. The Debtors believe that failure to timely honor any outstanding prepetition obligations on account of the Insurance Policies, to the extent there are any, could negatively affect their ability to enter into such amendments, supplements, extensions, or new policies, to the extent necessary. The continuation of the Insurance Policies is essential to preserving the Debtors’ assets and minimizing exposure to risk during the pendency of these Chapter 11 Cases. Therefore, the Debtors should be authorized to pay any prepetition obligations related to such Insurance Policies.

III. To the Extent the Court Determines that the Surety Bonds and LOCs are a Secured Extension of Credit, Relief is Appropriate under Section 364 of the Bankruptcy Code.

24. Under Bankruptcy Code section 364(c), a debtor may obtain unsecured credit in the ordinary course of business or obtain secured credit (a) with priority over administrative expenses, (b) secured by a lien on unencumbered estate assets, or (c) secured by a junior lien on previously encumbered assets. 11 U.S.C. § 364(c). To satisfy the requirements of Bankruptcy Code section 364(c), a debtor need only demonstrate “by a good faith effort that credit was not available” to the debtor on an unsecured or administrative expense basis. *Bray v. Shenandoah Fed. Savs. & Loan Ass’n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986). Given the Debtors’ current financial circumstances, the Debtors may not be able to obtain financial accommodations comparable to those offered by the Sureties and LOC issuers on an unsecured basis or administrative expense basis.

25. To the extent a Surety Bond and LOC are deemed an extension of credit, Bankruptcy Code section 364 provides the Debtor ample authority to renew existing Surety Bonds

and LOCs, and procure new ones, whether on an unsecured basis or, if necessary, on a secured basis.

26. Continuing the Surety Bond and LOC Program is necessary to maintain the Debtors' current business operations. As described above, the Debtors are required to provide surety bonds and letters of credit to governmental units or other licensing agencies to secure the payment or performance of obligations related to the Debtors' licenses that are necessary for continued operations. The Debtors therefore seek authority to furnish the Sureties and LOC issuers (or any new provider of Surety Bonds and LOCs, as applicable) with collateral or new forms of credit support with respect to the Debtors' existing Surety Bonds, Surety Bond renewals, any new Surety Bonds, LOCs, LOC renewals, or any new LOCs.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

27. The Debtors believe they have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of cash on hand and anticipated access to debtor in possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Insurance Policies. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. The Debtors request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

Emergency Consideration

28. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary

to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

29. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

30. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in

interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

31. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; (m) the Insurance Carriers; (n) the Insurance Brokers; (o) the Sureties; (p) the LOC issuers; and (q) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the forms of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper and equitable.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

AKIN GUMP STRAUSS HAUER & FELD LLP

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-and-

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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
)	
	)	Re: Docket No. __

ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE INSURANCE COVERAGE ENTERED INTO PREPETITION AND SATISFY PREPETITION OBLIGATIONS RELATED THERETO, AND (B) RENEW, AMEND, SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES; (II) AUTHORIZING CONTINUATION OF THE SURETY BOND AND LOC PROGRAM; AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”):

(i) authorizing the Debtors to (a) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course of business, and (b) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business,

(ii) authorizing continuation and renewal of the Surety Bond and LOC Program and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this 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 this Court having found that the relief requested in the Motion

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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

is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to continue the Insurance Policies, including, without limitation, the Insurance Policies identified on Exhibit A hereto, and to pay any prepetition or postpetition obligations related to the Insurance Policies, including any amounts owed to the Insurance Brokers.

2. The Debtors are authorized to renew, amend, supplement, extend, purchase, or enter into new Insurance Policies to the extent that the Debtors determine that such action is in the best interest of their estates.

3. The Debtors are authorized, in their discretion, to continue and renew their Surety Bond and LOC Program, including paying bond and letter-of-credit premiums as they come due, providing collateral, maintaining and renewing letters of credit, renewing or obtaining new surety bonds, paying related brokerage commissions, and executing other agreements, as needed, in connection with the Surety Bond and LOC Program in the ordinary course of business on a postpetition basis; *provided that*, the Debtors shall not grant, or cause any of their non-debtor

subsidiaries to grant, any lien on the Receivables (as defined in the order approving the Securitization Program Motion).

4. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of or enhance the status of any claim held by any party in interest.

5. The Debtors are not authorized by this Order to take any action with respect to a Surety Bond or LOC that would have the effect of transforming a prepetition undersecured or unsecured surety bond or letter of credit to a postpetition or secured obligation. Such relief may be sought by separate motion.

6. The Debtors shall maintain a matrix or schedule of payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion. Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases every 30 days beginning upon entry of this order.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an

admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

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

Houston, Texas

Dated: _____, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Insurance Policies

Insurance Policies

No.	Type of Coverage	Insurance Company	Policy Number	Current Policy Period	Premium
1	Automobile	The Hartford Insurance	22UENAY5VUZ	6/27/2023 - 6/27/2024	\$5,428.00
2	Crime	XL Specialty Insurance	ELU183760-23	12/7/2023 - 12/7/2024	\$77,900.00
3	CURO Canada Corp. o/a Cash Money Mandatory BPL E&O (Canada)	AIG Insurance	01-720-21-74	11/25/2023 - 11/25/2024	\$10,100.00
4	Employment Practices Liability	Allied World Surplus Lines	0314-1014	12/7/2023 - 12/7/2024	\$90,120.00
5	Excess Cyber	Corvus Insurance	CXS-107909373-00	10/27/2023 - 10/27/2024	\$98,444.00
6	Excess Cyber	Coalition	C-4LS3-094528- CYBER-2023	10/27/2023 - 10/27/2024	\$73,976.00
7	Excess Cyber	Westfield Insurance	XCO-368873G-00	10/27/2023 - 10/27/2024	\$63,366.00
8	Excess D&O	Endurance American Insurance	FIX30002181803	12/7/2023 - 12/7/2024	\$339,782.00
9	Excess D&O	Argonaut Insurance	MLX7603076-6	12/7/2023 - 12/7/2024	\$271,826.00
10	Excess D&O	RSUI Indemnity	NHS708259	12/7/2023 - 12/7/2024	\$193,519.00
11	Excess D&O - Side A	XL Specialty Insurance	ELU194431-23	12/7/2023 - 12/7/2024	\$149,700.00
12	Excess D&O - Side A	Allied World National Assurance	0311-0754	12/7/2023 - 12/7/2024	\$97,300.00
13	Excess Umbrella	CNA Insurance	7039823808	6/27/2023 - 6/27/2024	\$22,358.00
14	Fiduciary	Hudson Insurance	SFD31212302	12/7/2023 - 12/7/2024	\$16,392.00
15	Foreign /International Master Policy - (DIC)	CNA Insurance	WP734995473	6/27/2023 - 6/27/2024	\$112,176.00
16	General Liability	The Hartford Insurance	22UUNAY5VVS	6/27/2023 - 6/27/2024	\$135,785.10
17	GL & Non-Owned Auto (Canada)	CNA Insurance	CGL292004323	6/27/2023 - 6/27/2024	\$53,882.00

No.	Type of Coverage	Insurance Company	Policy Number	Current Policy Period	Premium
18	LendDirect Mandatory BPL E&O (Canada)	AIG Insurance	01-720-21-69	11/25/2023 - 11/25/2024	\$7,423.00
19	Primary Cyber	Beazley Group/Lloyd's	W3605E230101	10/27/2023 - 10/27/2024	\$125,941.00
20	Primary D&O	XL Specialty Insurance	ELU194427-23	12/7/2023 - 12/7/2024	\$453,050.00
21	Property & Inland Marine	The Hartford Insurance	22UUNAY5VVS	6/27/2023 - 6/27/2024	\$175,527.80
22	Property (Canada)	CNA Insurance	CP292004273	6/27/2023 - 6/27/2024	\$148,053.00
23	Umbrella Policy	The Hartford Insurance	22XHUAY6FCF	6/27/2023 - 6/27/2024	\$62,510.00
24	Workers Compensation	The Hartford Insurance	22WEAY5CS9	6/27/2023 - 6/27/2024	\$143,472.00

Exhibit B

Surety Bonds and Canadian LOCs

Surety Bonds and Canadian LOCs

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
1	1076251	Ad Astra Recovery Services, Inc.	Minnesota Collection Agency Bond (Corporation/LLC)	\$50,000.00	The Hanover Insurance Company	State of Minnesota Commissioner of Commerce	5/2/2023	5/2/2024
2	1008996	Ad Astra Recovery Services, Inc.	Arizona Collection Agency Bond	\$35,000.00	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024
3	1009000	Ad Astra Recovery Services, Inc.	Oregon Collection Agency Registration NMLS ESB (Electronic Surety Bond)	\$15,000.00	The Hanover Insurance Company	State of Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	6/22/2023	6/22/2024
4	1099366	Ad Astra Recovery Services, Inc.	Rhode Island Debt Collector Registration NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Rhode Island Department of Business Regulation Division of Commercial Licensing	7/1/2023	7/1/2024
5	1012326	Ad Astra Recovery Services, Inc.	Washington Collection Agency Bond	\$5,000.00	The Hanover Insurance Company	Washington Collection Agency Board, Department of Licensing	7/9/2023	7/9/2024
6	1008997	Ad Astra Recovery Services, Inc.	Texas Third Party Debt Collector Bond	\$10,000.00	The Hanover Insurance Company	Texas Secretary of State, Registration Unit	7/22/2023	7/22/2024
7	1014353	Ad Astra Recovery Services, Inc.	Illinois Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Illinois Department of Financial and Professional Regulation Division of Professional Regulation	7/22/2023	7/22/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
8	1012329	Ad Astra Recovery Services, Inc.	Utah Collection Agency Bond	\$10,000.00	The Hanover Insurance Company	State of Utah Department of Commerce Division of Securities	9/11/2023	9/11/2024
9	1014308	Ad Astra Recovery Services, Inc.	North Dakota Collection Agency License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	North Dakota Department of Financial Institutions Consumer Division	10/2/2023	10/2/2024
10	1033766	Ad Astra Recovery Services, Inc.	Wyoming Collection Agency NMLS ESB (Electronic Surety Bond)	\$10,000.00	The Hanover Insurance Company	Wyoming Collection Agency Board	12/1/2023	12/1/2024
11	1014325	Ad Astra Recovery Services, Inc.	Idaho Collection Agency License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Idaho Department of Finance	12/4/2023	12/4/2024
12	150963	Ad Astra Recovery Services, Inc.	Colorado Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Administrator, Colorado Fair Debt Collection Practices Act	1/9/2024	1/9/2025
13	1033747	Ad Astra Recovery Services, Inc.	New Mexico Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	New Mexico Regulation and Licensing Department, Financial Institutions Division	1/29/2024	1/29/2025
14	1076255	Ad Astra Recovery Services, Inc.	Nevada Collection Agency License NMLS ESB (Electronic Surety Bond)	\$60,000.00	The Hanover Insurance Company	State of Nevada Financial Institutions Division, Department of Business and Industry	2/13/2024	2/13/2025
15	1014342	Ad Astra Recovery Services, Inc.	Tennessee Collection Service License Bond	\$25,000.00	The Hanover Insurance Company	Tennessee Collection Service License Bond	4/18/2024	4/18/2025
16	1076254	Ad Astra Recovery Services, Inc.	Maine Debt Collector Bond	\$20,000.00	The Hanover Insurance Company	Superintendent of the Bureau of Consumer Credit Protection of the State of Maine	1/15/2024	1/15/2026

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
17	1076251	Ad Astra Recovery Services, Inc.	Minnesota Collection Agency Bond (Corporation/LLC)	\$50,000.00	The Hanover Insurance Company	State of Minnesota Commissioner of Commerce	5/2/2023	5/2/2024
18	1008996	Ad Astra Recovery Services, Inc.	Arizona Collection Agency Bond	\$35,000.00	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024
19	1009000	Ad Astra Recovery Services, Inc.	Oregon Collection Agency Registration NMLS ESB (Electronic Surety Bond)	\$15,000.00	The Hanover Insurance Company	State of Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	6/22/2023	6/22/2024
20	1099366	Ad Astra Recovery Services, Inc.	Rhode Island Debt Collector Registration NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Rhode Island Department of Business Regulation Division of Commercial Licensing	7/1/2023	7/1/2024
21	1012326	Ad Astra Recovery Services, Inc.	Washington Collection Agency Bond	\$5,000.00	The Hanover Insurance Company	Washington Collection Agency Board, Department of Licensing	7/9/2023	7/9/2024
22	1008997	Ad Astra Recovery Services, Inc.	Texas Third Party Debt Collector Bond	\$10,000.00	The Hanover Insurance Company	Texas Secretary of State, Registration Unit	7/22/2023	7/22/2024
23	1014353	Ad Astra Recovery Services, Inc.	Illinois Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Illinois Department of Financial and Professional Regulation Division of Professional Regulation	7/22/2023	7/22/2024
24	1012329	Ad Astra Recovery Services, Inc.	Utah Collection Agency Bond	\$10,000.00	The Hanover Insurance Company	State of Utah Department of Commerce Division of Securities	9/11/2023	9/11/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
25	1014308	Ad Astra Recovery Services, Inc.	North Dakota Collection Agency License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	North Dakota Department of Financial Institutions Consumer Division	10/2/2023	10/2/2024
26	1033766	Ad Astra Recovery Services, Inc.	Wyoming Collection Agency NMLS ESB (Electronic Surety Bond)	\$10,000.00	The Hanover Insurance Company	Wyoming Collection Agency Board	12/1/2023	12/1/2024
27	1014325	Ad Astra Recovery Services, Inc.	Idaho Collection Agency License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Idaho Department of Finance	12/4/2023	12/4/2024
28	150963	Ad Astra Recovery Services, Inc.	Colorado Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Administrator, Colorado Fair Debt Collection Practices Act	1/9/2024	1/9/2025
29	1033747	Ad Astra Recovery Services, Inc.	New Mexico Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	New Mexico Regulation and Licensing Department, Financial Institutions Division	1/29/2024	1/29/2025
30	1076255	Ad Astra Recovery Services, Inc.	Nevada Collection Agency License NMLS ESB (Electronic Surety Bond)	\$60,000.00	The Hanover Insurance Company	State of Nevada Financial Institutions Division, Department of Business and Industry	2/13/2024	2/13/2025
31	1014342	Ad Astra Recovery Services, Inc.	Tennessee Collection Service License Bond	\$25,000.00	The Hanover Insurance Company	Tennessee Collection Service License Bond	4/18/2024	4/18/2025
32	1076254	Ad Astra Recovery Services, Inc.	Maine Debt Collector Bond	\$20,000.00	The Hanover Insurance Company	Superintendent of the Bureau of Consumer Credit Protection of the State of Maine	1/15/2024	1/15/2026
33	1014325	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$5,000.00	The Hanover Insurance Company	Idaho Department of Finance	12/4/2024	12/4/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
34	1014308	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$50,000.00	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/2/2023	10/2/2024
35	150963	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	1/9/2024	1/9/2025
36	1008996	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$35,000.00	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024
37	1014342	Ad Astra Recovery Services, Inc.	Collection Service License Bond	\$25,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	4/18/2024	4/18/2025
38	1012329	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$10,000.00	The Hanover Insurance Company	Utah Department of Commerce	9/11/2023	9/11/2024
39	1012326	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$5,000.00	The Hanover Insurance Company	Washington Department of Financial Institutions	7/9/2023	7/9/2024
40	1076255	Ad Astra Recovery Services, Inc.	Collection Agency License NMLS ESB (Electronic Surety Bond)	\$60,000.00	The Hanover Insurance Company	Nevada Department of Financial Institutions Division	2/13/2024	2/13/2025
41	1008997	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$10,000.00	The Hanover Insurance Company	Texas Secretary of State, Registrations Unit	7/22/2023	7/22/2024
42	1009000	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$15,000.00	The Hanover Insurance Company	Oregon Division of Financial Regulations	6/22/2023	6/22/2024
43	1076251	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$50,000.00	The Hanover Insurance Company	Minnesota Department of Commerce	5/2/2023	5/2/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
44	1033766	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$10,000.00	The Hanover Insurance Company	Wyoming Division of Banking	12/1/2023	12/1/2024
45	1033747	Ad Astra Recovery Services, Inc.	Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	New Mexico Financial Institutions Division	1/29/2024	1/29/2025
46	1076254	Ad Astra Recovery Services, Inc.	Debt Collector Bond	\$20,000.00	The Hanover Insurance Company	State of Maine, Director of Office of Consumer Credit Reg	1/15/2024	1/15/2026
47	1014353	Ad Astra Recovery Services, Inc.	Licensed Collection Agency Bond	\$25,000.00	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulations	7/22/2023	7/22/2024
48	1091281	Ad Astra Recovery Services, Inc.	Debt Collector Bond	\$25,000.00	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
49	1008977	Attain Finance, LLC	Washington Money Services Business Bond	\$10,000.00	The Hanover Insurance Company	Washington Department of Financial Institutions	5/9/2023	5/9/2024
50	1033741	Attain Finance, LLC	Tennessee Money Transmitter NMLS ESB (Electronic Surety Bond)	\$160,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/31/2023	12/31/2024
51	1014335	Attain Finance, LLC	Oregon Money Transmitter License NMLS ESB (Electronic Surety Bond)	\$40,000.00	The Hanover Insurance Company	Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	2/7/2024	2/7/2025
52	1008977	Attain Finance, LLC	Washington Money Services Business Bond	\$10,000.00	The Hanover Insurance Company	Washington Department of Financial Institutions	5/9/2023	5/9/2024
53	1033741	Attain Finance, LLC	Tennessee Money Transmitter NMLS ESB (Electronic Surety Bond)	\$160,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/31/2023	12/31/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
54	1014335	Attain Finance, LLC	Oregon Money Transmitter License NMLS ESB (Electronic Surety Bond)	\$40,000.00	The Hanover Insurance Company	Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	2/7/2024	2/7/2025
55	1095263	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$5,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
56	1095264	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$5,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
57	1100137	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$23,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	1/28/2024	1/28/2025
58	1095263	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$5,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
59	1095264	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$5,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
60	1100137	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	\$23,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	1/28/2024	1/28/2025
61	1094993	Covington Credit, Inc. dba Covington Credit dba www.heightsfinance.com	Oklahoma Supervised Lender License Bond	\$6,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	3/24/2024	3/24/2025
62	1094993	Covington Credit, Inc. dba Covington Credit dba www.heightsfinance.com	Oklahoma Supervised Lender License Bond	\$6,000.00	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	3/24/2024	3/24/2025

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
63	1092735	Curo Credit, LLC	California Debt Collection License NMLS ESB (Electronic Surety Bond)	\$25,000.00	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
64	1092735	Curo Credit, LLC	California Debt Collection License NMLS ESB (Electronic Surety Bond)	\$25,000.00	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
65	1091153	CURO Credit, LLC dba First Phase	Colorado Supervised Lender Bond	\$25,000.00	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	8/10/2023	8/10/2024
66	1091465	CURO Credit, LLC dba First Phase	New Hampshire Small Loan Lender NMLS ESB (Electronic Surety Bond)	\$25,000.00	The Hanover Insurance Company	Bank Commissioner State of New Hampshire	10/26/2023	10/26/2024
67	1091466	CURO Credit, LLC dba First Phase	North Dakota Money Broker License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/26/2023	10/26/2024
68	1091467	CURO Credit, LLC dba First Phase	South Dakota Money Lender License NMLS ESB (Electronic Surety Bond)	\$10,000.00	The Hanover Insurance Company	South Dakota Division of Banking	10/26/2023	10/26/2024
69	1091153	CURO Credit, LLC dba First Phase	Colorado Supervised Lender Bond	\$25,000.00	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	8/10/2023	8/10/2024
70	1091465	CURO Credit, LLC dba First Phase	New Hampshire Small Loan Lender NMLS ESB (Electronic Surety Bond)	\$25,000.00	The Hanover Insurance Company	Bank Commissioner State of New Hampshire	10/26/2023	10/26/2024
71	1091466	CURO Credit, LLC dba First Phase	North Dakota Money Broker License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/26/2023	10/26/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
72	1091467	CURO Credit, LLC dba First Phase	South Dakota Money Lender License NMLS ESB (Electronic Surety Bond)	\$10,000.00	The Hanover Insurance Company	South Dakota Division of Banking	10/26/2023	10/26/2024
73	107468681	First Heritage of AL - Montgomery	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
74	107332148	First Heritage of AL - Saraland	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
75	107333264	First Heritage of AL - Decatur	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
76	107332163	First Heritage of AL - Dothan	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
77	107333243	First Heritage of AL - Florence	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
78	107333276	First Heritage of AL - Meridan	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
79	400SC4328	First Heritage of AL - Mobile	Designated Agent Bond	\$5,000.00	Travelers	Mississippi Department of Revenue	10/1/2023	10/1/2024
80	106613045	First Heritage of AL - Mobile	MS Small Loan Bond	\$2,000.00	Travelers	Mississippi Department of Banking & Consumer Finance	10/1/2023	10/1/2024
81	107333257	First Heritage of AL - Pelham	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
82	107517881	First Heritage of AL - Pell City	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
83	107333261	First Heritage of AL - Prattville	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
84	103861467	First Heritage of AL - Ridgeland	TN Loan Bond	\$200,000.00	Travelers	Tennessee Department of Financial Institutions	10/1/2023	10/1/2024
85	107333281	First Heritage of AL - Starkville	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
86	107332167	First Heritage of AL - Thomasville	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
87	107333259	First Heritage of AL - Tillman Corner	Motor Vehicle Surety Bond	\$50,000.00	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
88	106152257	First Heritage of Mississippi - Ridgeland	TN Loan Bond	\$50,000.00	Travelers	Tennessee Department of Financial Institutions	10/1/2023	10/1/2024
89	103818433	First Heritage of Mississippi - Ridgeland	MS Small Loan Bond	\$40,000.00	Travelers	Mississippi Department of Banking & Consumer Finance	10/1/2023	10/1/2024
90	1105153	Heights Finance Corporation	Wisconsin Loan Company Bond	\$50,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	7/7/2023	7/7/2024
91	1099351	Heights Finance Corporation	Illinois Consumer Installment Loan Registration NMLS ESB (Electronic Surety Bond)	\$950,000.00	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulation, Division of Financial Institutions	12/31/2023	12/31/2024
92	1100133	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	\$50,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	2/1/2024	2/1/2025
93	1093008	Heights Finance Corporation	Kentucky Consumer Loan License NMLS ESB (Electronic Surety Bond)	\$100,000.00	The Hanover Insurance Company	Kentucky Department of Financial Institutions	3/1/2024	3/1/2025
94	1100132	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	\$25,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	4/8/2024	4/8/2025
95	1105030	Heights Finance Corporation	Alabama Consumer Credit License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Alabama State Banking Department	5/26/2024	5/26/2025
96	1100134	Heights Finance Corporation	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	\$100,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
97	1105153	Heights Finance Corporation	Wisconsin Loan Company Bond	\$50,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	7/7/2023	7/7/2024
98	1099351	Heights Finance Corporation	Illinois Consumer Installment Loan Registration NMLS ESB (Electronic Surety Bond)	\$950,000.00	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulation, Division of Financial Institutions	12/31/2023	12/31/2024
99	1100133	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	\$50,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	2/1/2024	2/1/2025
100	1093008	Heights Finance Corporation	Kentucky Consumer Loan License NMLS ESB (Electronic Surety Bond)	\$100,000.00	The Hanover Insurance Company	Kentucky Department of Financial Institutions	3/1/2024	3/1/2025
101	1100132	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	\$25,000.00	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	4/8/2024	4/8/2025
102	1105030	Heights Finance Corporation	Alabama Consumer Credit License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Alabama State Banking Department	5/26/2024	5/26/2025
103	1100134	Heights Finance Corporation	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	\$100,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024
104	1100136	Southern Finance of Tennessee, Inc.	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	\$50,000.00	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024
105	10012789	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	CAD \$10,000	RBC Royal Bank of Canada	Minister of Finance, Government of Alberta	3/9/2022	12/27/2024

No.	Surety/LOC No.	Party	Type	Amount	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
106	10012782	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	3/9/2022	12/16/2024
107	10012783	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	3/9/2022	12/16/2024
108	10012786	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Finance, Provide of Manitoba	3/9/2022	12/16/2024
109	10012787	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Fiannce, Province of Manitoba	3/9/2022	12/16/2024
110	2537567	CURO Canada Corp.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Finance of Manitoba	4/28/2022	4/27/2024
111	2540554	CURO Canada Corp.	Canadian Letter of Credit	CAD \$25,000	RBC Royal Bank of Canada	Minister of Fiannce, Province of Manitoba	8/23/2022	8/22/2024
112	10012788	LendDirect Corp.	Canadian Letter of Credit	CAD \$10,000	RBC Royal Bank of Canada	Minister of Finance, Government of Alberta	3/9/2022	12/27/2024

This is **Exhibit “J”** referred to in the affidavit of Alec Hoy, sworn before me by videoconference on March 25, 2024 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The affiant and I both were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Eva-Louise Ama Attimu
Hyderman
Law Society of Ontario Number: Student-at-Law

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE DEBTORS TO
HONOR CERTAIN PREPETITION OBLIGATIONS TO
CUSTOMERS AND CONTINUE CERTAIN CUSTOMER PROGRAMS
IN THE ORDINARY COURSE OF BUSINESS; (II) DISPENSING WITH
CUSTOMER NOTICING REQUIREMENTS AND (III) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on March 25, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 25, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this emergency motion (the “Motion”):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”): (i) authorizing the Debtors to maintain and administer their customer-related programs and honor certain prepetition cash and non-cash obligations to customers in the ordinary course of business, including the Customer Referral Program (as defined below); (ii) excusing the Debtors from providing notice of commencement of the Chapter 11 Cases to their Customers (as defined below) and (iii) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363(b), 1107(a) and 1108 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and modified, the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

5. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases (the “Chapter 11 Cases”) pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

6. The Debtors and their non-Debtor affiliates (collectively, the “Company”) provide consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including “Heights Finance,” “Southern Finance,” “Covington Credit,” “Quick Credit,” and “First Heritage Credit.” In Canada, the Company operates under the “Cash Money” and “LendDirect” brands. As of the Petition Date, the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory. The Company generated approximately \$672 million in total revenue for the fiscal year 2023, and, as of the Petition Date, the Company had approximately \$2.1 billion in aggregate principal amount of prepetition funded debt obligations.

7. A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion, are set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously with this Motion and incorporated by reference herein.

CUSTOMERS AND CUSTOMER PROGRAMS

I. The Typical Customer Transactions

8. The Debtors operate a consumer finance business offering a broad range of direct-to-consumer financial products, including installment loans, revolving lines of credit, and ancillary insurance products. The Company offers loan origination services in branch, via mobile device or over the phone to consumers (the “Customers”). When a Customer applies and gets approved for a loan, the loaned funds are transferred either via an ACH payment or a physical check (a “Customer Transaction”).

9. There is an inherent delay associated with the transfer of funds by either method. The transfers occurring via ACH may not settle until one or two business days after origination, depending on the time of day the transaction is originated. Loans funded via a physical check may not be settled until days or weeks later, and the issued checks are generally valid for 30 days from the date of issuance. The check clearance may also be delayed in the event of holidays, bank closures and depending on the rules and practices of the financial institution that each customer utilizes. The daily loan origination volume varies on a day-to-day basis, but in the last 60 days on average loan origination volume exceeded \$2.2 million per day. It is imperative to the Company’s business operations that the Debtors and their customers can settle transactions and cash checks for loans originated prior to the Petition Date on a postpetition basis without any interruption or delay.

10. All Customer Transactions in the U.S. and Canada are funded from one of the dedicated loan origination funding accounts (the “Customer Loan Accounts”), which accounts are used for no other purpose. By this Motion, the Debtors seek authority to continue settling Customer Transactions in the ordinary course so they are unaffected by the commencement of these Chapter 11 Cases and authorization for the Debtors’ banking institutions to receive, process,

honor and pay any and all checks, wire transfers, credit card payments and other instructions, and drafts payable through, or drawn or directed on the Customer Loan Accounts after the Petition Date by holders, makers or other parties entitled to issue instructions with respect thereto, irrespective of whether such checks, drafts, wires or credit card payments are dated prior to or subsequent to the Petition Date.

II. Insurance Products

11. The Debtors also offer third-party insurance products to the Customers located in the U.S. and Canada, whereby third-party insurers (the “Insurers”) provide coverage where the Customer is unable to repay amounts owing from a Customer Transaction due to the occurrence of enumerated events such as job loss, disability and accidental death, among others (the “Insurance Products”). Consistent with their contracts with the Insurers and under applicable law, the Debtors collect and remit insurance premiums to the Insurers periodically as agreed upon with the applicable Insurers (the “Insurance Program”). On a monthly basis, the Debtors remit approximately \$4.7 million to the Insurers. As of the Petition Date, the Debtors estimate that approximately \$3.5 million remains collected but unremitted to the Insurers on account of the Insurance Program. The Debtors intend to continue to offer the Insurance Products, remit the premiums to the applicable Insurers, and comply with the terms of their insurance contracts in the ordinary course so that their Customers will continue to have access to the Insurance Products. The Debtors also seek authorization to remit the amounts collected pre-petition but not yet remitted to the Insurers as of the Petition Date.

III. The Customer Referral Program

12. As referenced above, the Debtors’ business generation strategy relies, in part, on referrals from existing Customers. As a result, the Debtors maintain a customer referral program in the U.S. (the “Customer Referral Program” and, together with the Customer Transactions and

the Insurance Program, the “Customer Programs”) for field branches that have Customers who refer another individual to obtain a loan with the Company. The existing Customers who successfully refer new business to the Company are awarded payment (in the form of a check or cash) upon completion of the new Customer’s loan. In addition to Customer referrals, certain of the Debtors’ branches provide a referral fee to local business partners who refer Customers to the Debtors. The amounts payable pursuant to the Customer Referral Program vary month to month. As of the Petition Date, the Debtors estimate that there is approximately \$3,000 of outstanding payments on account of the Customer Referral Program. All payments under the Customer Referral Program flow from a single bank account.

13. The Debtors seek authorization to continue their Customer Referral Program during the pendency of these Chapter 11 Cases, to pay any outstanding amounts on account of the Customer Referral Program whether accrued pre- or post-petition and to allow post-petition clearance of pending checks and amounts payable on account of the Customer Referral Program. While the Debtors maintain that this program is a part of their ordinary course of business and thus does not need approval of this Court to be operated during these Chapter 11 Cases, the Debtors still request this relief out of an abundance of caution due the important nature of the Customer Referral Program to the Debtors’ operations.

IV. Customer Notice of Commencement

14. Additionally, by this Motion, the Debtors seek authority to dispense with the requirement to provide notices of the commencement of these Chapter 11 Cases to the Debtors’ Customers to ensure uninterrupted business operations. As is more fully described in the First Day Declaration and the Debtors’ filed chapter 11 plan which is supported by substantially all of the holders of the Debtors’ funded corporate debt, the Debtors intend to continue ordinary course operations during the pendency of the Chapter 11 Cases and do not intend to impair their unsecured

creditors, including Customers, as part of their Chapter 11 Cases. Therefore, the Customers, to the extent they hold claims against the Debtors' estates, will be unaffected by the commencement of the Chapter 11 Cases. On the other hand, providing a large pool of Customers with a notice of a bankruptcy filing may result in significant disruptions to the Debtors' business operations. It may shake the existing Customers' confidence in the business, confuse customers, interfere with collection efforts and otherwise disrupt repeat business. Additionally, the Debtors' marketing strategy heavily relies on providing excellent consumer experience that leads to referrals from existing Customers. The Debtors are concerned that informing the existing Customers of the bankruptcy filing will disrupt the flow of referrals for new business. It may also cause a significant disruption in collection efforts, if any Customer elects to stop making loan payments as a consequence of the Debtors' bankruptcy. Finally, a wide-spread notice of the Chapter 11 Cases may trigger commencement of meritless litigation against the Debtors. For these reasons, the Debtors seek waiver of the requirement to provide notice of commencement of the Chapter 11 Cases directly to the Customers.

BASIS FOR RELIEF

I. Honoring the Customer Programs Is Warranted Under Sections 1107(a) and 1108 of the Bankruptcy Code.

15. The Debtors, operating their businesses as debtors-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code, are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the duties of a debtor in possession is the duty "to protect and preserve the estate, including an operating business's going-concern value." *Id.*

16. The *CoServ* court has noted that there are instances in which a debtor in possession can fulfill its fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.* The *CoServ* court specifically noted that preplan satisfaction of prepetition claims would be a valid exercise of a debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate.” *Id.* That court provided a three-pronged test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor’s fiduciary duty:

First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor’s going concern value, which is disproportionate to the amount of the claimant’s prepetition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id. at 498.

17. Moreover, with respect to Insurance Program, the payments collected on behalf of the Insurers may not be property of the Debtors’ estates because the Debtors are obligated to remit the insurance premiums to the Insurers. See 11 U.S.C. § 541(b).

18. Allowing the Debtors to continue honoring Customers’ transactions in the ordinary course and continuing the Customer Referral Program and the Insurance Program meets each element of the *CoServ* court’s standard. The Customer Programs are critical to the Debtors’ ability to operate in the ordinary course. Failure to honor such obligations could harm the Debtors’ reputation and brand in a highly competitive industry. Indeed, due to the short-term nature of certain obligations, the Debtors face a real risk that both current and referred customers could turn to competitors if the Debtors fail to honor ongoing Customer Programs. As a fiduciary for the bankruptcy estates, the Debtors have an obligation to minimize any reputational harm that could be caused by the filing of the Chapter 11 Cases and to maintain a business-as-usual atmosphere with its customers and potential customers. Furthermore, in accordance with the Plan currently

contemplated by the RSA, the Debtors intend to honor all general unsecured claims and to satisfy them in full upon emergence from these Chapter 11 Cases. In light of this, the potential harm and economic disadvantage that would stem from the failure to honor the Customer Programs is grossly disproportionate to the amount of such claims. Accordingly, to meet their fiduciary duties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors should be authorized to honor the Customer Programs in their business judgment.

II. Continuing to Honor the Obligations Under the Customer Programs in the Ordinary Course Is Warranted Under Sections 105(a) and 363(b) of the Bankruptcy Code.

19. The Court may authorize the Debtors' payment of the obligations pursuant to the Customer Programs under Section 363(b)(1) of the Bankruptcy Code.² Bankruptcy Code Section 363(b)(1) authorizes courts, after notice and a hearing, to permit a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); *see also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("Section 363(b) gives the court broad flexibility in tailoring its orders to meet a wide variety of circumstances."). Courts in the Fifth Circuit have granted a debtor's request to use property of the estate outside of the ordinary course of business upon a finding that such use is supported by sound business reasons. *See, e.g., In re BNP Petrol. Corp.*, 642 F. App'x 429, 434–35 (5th Cir. 2016) (citing *In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of

² Because the Debtors engage in transactions related to the Customer Programs on a regular basis and such transactions are common among enterprises similar to the Debtors, the Debtors believe such transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and thus do not require the Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course transactions in connection with the Customer Programs is integral to ensuring the Debtors' ability to operate their businesses as debtors in possession.

business”)); *see also ASARCO, Inc. v. Elliott Mgmt. (In re ASARCO L.L.C.)*, 650 F.3d 593, 601 (5th Cir. 2011) (“Section 363 of the Bankruptcy Code addresses the debtor’s use of property of the estate and incorporates a business judgment standard. . . . The business judgment standard in section 363 is flexible and encourages discretion.”). In addition, courts may authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies the Court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

20. The ability to continue administering the Customer Transactions without interruption is critical to maintaining the Debtors’ relationships and goodwill with its current Customers, who are the lifeblood of the Debtors’ business. Failure to continue the Customer Transactions and honor the obligations under the Customer Referral Program will place the Debtors at a significant competitive disadvantage in the marketplace, amplifying the negative effect of customer uncertainty that may arise from the Chapter 11 Cases. The relief requested herein will pay dividends with respect to the Debtors’ businesses. Accordingly, the Debtors believe that a sound business purpose exists to honor the Customer Programs and satisfy the Customer Transactions, including any prepetition amounts in respect thereof, in the ordinary course of business.

III. Cause Exists to Authorize the Debtors’ Financial Institutions to Honor Checks and Electronic Fund Transfers.

21. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, cash on hand, and postpetition financing for which the Debtors seek approval contemporaneously herewith. In addition, under the Debtors’ existing cash management system, the Debtors can readily identify checks or ACH requests as relating to an authorized payment in respect of the

Customer Programs. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

IV. Waiver of the Requirement to Provide Notice Directly to the Debtors' Customers is Appropriate.

22. Bankruptcy Rule 2002 requires that parties in interest be provided notice of, among other things, the commencement of the bankruptcy case and the confirmation hearing. Fed. R. Bankr. P. 2002. Bankruptcy courts have the authority to modify or waive the requirements under both rules. Fed. R. Bankr. P. 1007(a)(3) (“[U]nless the court orders otherwise, the debtor shall file . . . a list of the debtor’s equity security holders”); Fed. R. Bankr. P. 2002(d) (“[U]nless otherwise ordered by the court, the clerk . . . shall in the manner and form directed by the court give notice to all equity security holders”); *see also* Fed. R. Bankr. P. 9007 (“When notice is to be given under these rules . . . the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given.”).

23. As described above, the Company’s reputation is critical to maintaining ordinary course operations. The Debtors are concerned that providing notice of commencement of the Chapter 11 Cases directly to the Customers will have a direct and significantly disruptive impact on the Debtors’ business operations. Because the Debtors anticipate paying all unsecured claims in full and, thus, these Chapter 11 Cases shall not affect any of the Customers’ claims, the Debtors believe that waiver of the notice requirement is appropriate and warranted. To the extent the Debtors alter course and determine that their exit strategy will seek to impair or otherwise impact the rights of their Customers, the Debtors will request that this Court set a bar date to allow the Customers to assert their claims if any, against the Debtors.

EMERGENCY CONSIDERATION

24. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003 and Bankruptcy Local Rule 9013-1, which empower a court to grant relief within the first 21 days after the commencement of a chapter 11 case when that relief is necessary to avoid immediate and irreparable harm to the estate. An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder their operations and cause irreparable harm. The failure to receive the requested relief during the first 21 days of these Chapter 11 Cases could severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring. Accordingly, the Debtors request that the Court approve the relief requested in this Motion on an emergency basis.

WAIVER OF BANKRUPTCY RULE 6004(a) AND (h)

25. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

26. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim

or other priority claim; (e) a request or authorization to assume, adopt or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

NOTICE

27. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order, substantially in the form attached hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: March 25, 2024
Houston, Texas

/s/ Sarah Link Schultz

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Proposed Counsel to the Debtors

PRIVILEGED AND CONFIDENTIAL

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Sarah Link Schultz

Sarah Link Schultz

Certificate of Service

I certify that on March 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz

Sarah Link Schultz

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
	)	Chapter 11
)	
CURO Group Holdings Corp., <i>et al.</i>,	)	Case No. 24-90165 (MI)
)	
Debtors. ¹	)	(Joint Administration Requested)
	)	Related Docket No. _____

**ORDER (I) AUTHORIZING THE DEBTORS TO
HONOR CERTAIN PREPETITION OBLIGATIONS TO
CUSTOMERS AND CONTINUE CERTAIN CUSTOMER PROGRAMS
IN THE ORDINARY COURSE OF BUSINESS, (II) DISPENSING WITH
CUSTOMER NOTICING REQUIREMENTS AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for an order (i) authorizing the Debtors to honor certain prepetition obligations to Customers and continue certain Customer Programs in the ordinary course of business, (ii) excusing the Debtors from providing notice of commencement of the Chapter 11 Cases to their Customers and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; 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 the Court having found that the Debtors provided appropriate

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Curo>. The location of the Debtors’ service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no other or further notice is necessary; and the Court having determined that the legal and factual bases set forth in the Motion and the hearing with respect to the Motion establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, to continue to administer the Customer Programs and honor, pay, or otherwise satisfy any and all prepetition and postpetition obligations on account of Customer Programs in the ordinary course of business.

2. If, at any time during these Chapter 11 Cases, the Debtors cease to administer and maintain their Customer Programs, the Debtors shall promptly file a notice of the same with the Court.

3. The Debtors shall not be required to provide notice of commencement of the Chapter 11 Cases to the Debtors' Customers.

4. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim on account of any prepetition obligations arising from the Customer Programs or alter the priority of any claim under the Bankruptcy Code.

5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an

administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order, and the Debtors are authorized to replace any prepetition checks or electronic transfers relating to the prepetition obligations approved herein that may be dishonored or rejected.

7. Authorizations given to the Debtors in this Order empower but do not direct the Debtors to effectuate the payments specified herein. The Debtors retain the business judgment to make or not make such payments. All payments are subject to the condition that funds are available to effect any payment and in no event shall any person (Debtor, officer, director or otherwise) be personally liable for any amounts authorized for payment herein but not paid.

8. Notwithstanding anything to the contrary in this Order, any payment authorized to be made by the Debtors pursuant to this Order shall be made only to the extent authorized under,

and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon its entry.

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

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

Houston, Texas
Dated: March 25, 2024

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

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