

**Status Chart of Objections to Borders Utilities Motion**

Docket #	Objector	Relevant Properties/Service Provided	Basis for Objection	Status of / Response to Objection
279	<p>Virginia Electric and Power Company d/b/a Dominion Virginia Power ("DVP"), The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), Dominion Hope ("DH"), New York State Electric and Gas Corporation ("NYSEG"), Florida Power Corporation d/b/a Progress Energy Florida ("PEF"), Carolina Power &amp; Light Company d/b/a Progress Energy Carolinas, LLC ("PEC"), Consolidated Edison Company of New York, Inc. ("Con Ed"), Orange &amp; Rockland Utilities ("O&amp;R"), Southern California Edison Company ("SCE"), Toledo Edison Company ("TE"), The Cleveland Electric Illuminating Company ("CEI"), Ohio Edison Company ("Ohio Edison"), Pennsylvania Power Company ("Penn Power"), Jersey Central Power &amp; Light Company ("JCP&amp;L"), Metropolitan Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec"), Georgia Power Company ("Georgia Power"), American Electric Power ("AEP"), Duke Energy Carolinas, LLC ("DEC"), Duke Energy Ohio, Inc. ("Duke Ohio"), Duke Energy Indiana, Inc. ("DEI"), Duke Energy Kentucky, Inc. ("DEK"), Piedmont Natural Gas Company ("PNG"), San Diego Gas &amp; Electric Company ("SDG&amp;E"), Public Service Electric and Gas Company ("PSE&amp;G"), The Connecticut Light and Power Company ("CL&amp;P"), Yankee Gas Services Company ("Yankee Gas"), Public Service Company of New Hampshire ("PSNH"), PECO Energy Company ("PECO"), Commonwealth Edison Company ("ComEd"), Allegheny Power Company ("Allegheny"), Arizona Public Service ("APS"), The Detroit Edison Company ("DTE"), Cobb Electric Membership Corporation ("Cobb EMC"), and Tucson Electric Power Company ("TEP")</p>	<p>Objection does not list properties, but details how many accounts each Utility has:</p> <p>DVP (13); DEO (5); DH (1); NYSEG (7); PEF (7); PEC (5); CL&amp;P (11); Yankee Gas (6); PSNH (1); Con Ed (8); SCE (36); TE (1); O&amp;R (2); CEI (5); Ohio Edison (3); Penn Power (1); JCP&amp;L (5); Met-Ed (2); Penelec (1); Georgia Power (6); AEP (15); DEC (5); Duke Ohio (3); DEI (5); DEK (1); PNG (6); SDG&amp;E (13); PSE&amp;G (7); PECO (10); ComEd (28); Allegheny (7); APS (4); DTE (22); Cobb EMC (3); TEP (1) (2 stores)</p>	<ul style="list-style-type: none"> <li>The Debtors' proposed escrow account is not one of the approved forms of payment identified in section 366 of the Bankruptcy Code. (pp. 3, 15)</li> <li>A debtor is required to provide adequate assurance of payment satisfactory to the utility within 30 days of filing its petition, only then may the debtor seek to have the court modify the amount by filing a motion under 366(c)(3). (p. 14)</li> <li>Even if the Proposed Adequate Assurance were "satisfactory" to the utility, the Debtors have not set forth a basis to modify. (p. 16)</li> <li>Adequate assurance should cover a utility's billing exposure under relevant state law and tariffs and the amount that the applicable public service commission would allow a utility to request from its customers. (p. 18)</li> </ul>	<ul style="list-style-type: none"> <li>As provided for in the order granting the Motion, this Objection is adjourned to and will be considered at the April 7, 2011 omnibus hearing without altering the protections and requirements of 11 U.S.C. § 366 as to any of the Objecting Parties. The Objecting Parties shall not discontinue providing services to the Debtors at any time prior to the April 7, 2011 hearing on the basis of the commencement of these chapter 11 cases, or on account of outstanding prepetition invoices or that adequate assurance of payment requested by the Utilities has not yet been paid. Nothing herein shall affect or impair the Debtors and the Objecting Parties rights under Section 366, all of which will be addressed at the April 7, 2011 hearing unless resolved earlier.</li> </ul>

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281	NV Energy	<p>Nevada Power Co.:</p> <p>6521 S Las Vegas Blvd C103; 10950 W Charleston Blvd 150; 2323 S Decatur Blvd A; 2323 S Decatur Blvd; 1445 W Sunset Rd 101B; 1445 W Sunset Rd 101A; 2188 N Rainbow Blvd;</p> <p>Sierra Pacific Power Co.:</p> <p>4995 S Virginia St Reno; 911 Topsy Ln 102 Carson City</p>	<ul style="list-style-type: none"> <li>The burden is on a debtor to timely deliver a payment to the utility, then a debtor may file a motion to modify the amount. (<i>Lacere</i>). Granting the Utility Motion would improperly shift the burden to the utilities by making an advance determination that the proposed assurance was satisfactory. (§ 11)</li> <li>A deposit based upon less than 15 days average service is "adequate assurance of payment" for 58 or more days of service. (§ 19)</li> </ul>	<ul style="list-style-type: none"> <li>Section 366 does not prohibit a court from making a determination about the adequacy of an assurance payment until only after a payment satisfactory to the utility has been received from the debtor under section 366(c)(2). Section 366(c)(3) explicitly permits the Court to modify the amount of adequate assurance upon motion and a hearing.</li> <li>Calculating the adequate assurance deposits based on two weeks of service is not only consistent with recent decisions of many Courts, but it also strikes a fair balance between the Debtors' need to conserve resources and the utilities' entitlement under section 366 to some adequate assurance that they will not face undue risk of nonpayment.</li> </ul>
299	Public Service Company of New Mexico (PNM)	<p>5901 Wyoming Blvd NE P Albuquerque; 2240 Q St NE Albuquerque; 10420 Coors Bypass NW A Albuquerque; 3513 Zafarano Dr A-1 Santa Fe; 500 Montezuma Ave 110A Santa Fe; 500 Montezuma Ave Santa Fe; 500 Montezuma Ave 108 Santa Fe</p>	<ul style="list-style-type: none"> <li>The two (2) week escrow deposit arrangement is inadequate because utility's financial risk is approximately 60 days. (§ 3)</li> <li>PNM is being forced against its will to extend post-petition credit to the Debtors and become an unsecured creditor. (§§ 8-14)</li> <li>Section 959(b) requires compliance with state laws and relevant tariffs apply. (§ 18)</li> <li>Section 366 requires a "cash deposit" and payment of adequate assurance must comply with forms listed in the statute – escrow is not one of these forms. (§ 25)</li> </ul>	<ul style="list-style-type: none"> <li>Objection has been resolved pursuant to separate letter agreement.</li> </ul>

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313	Florida Power & Light Company, Entergy ("Entergy"), Central Maine Power Company ("CMP"), Potomac Electric Power ("Pepco"), Delmarva Power, and Atlantic City Electric ("ACE")	<p><b>FPL:</b> 10600 Tamiami Trl N #600; 2240 E Sunrise Blvd; 12171 W Sunrise Blvd; 3066 NW Federal Hwy 10037 Gulf Center Dr; 9205 S Dixie Hwy; 11401 NW 12<sup>th</sup> St 3800 S Tamiami Trl #22; 11401 NW 12<sup>th</sup> St; 358 San Lorenzo Ave, Ste 3100; 303 301 Blvd W, Ste 811</p> <p><b>Entergy:</b> 100 Dogwood Blvd, Flowood; 3338 St. Charles Ave, New Orleans; 3131 Veterans Memorial Blvd., Metairie; 6401 Bluebonnet Blvd, Baton Rouge; 498 W Prien Lake Rd, Lake Charles; 595 Six Pines Dr, The Woodlands</p> <p><b>CMP:</b> Auburn, ME; Brunswick, ME; So Portland, ME</p> <p><b>Pepco:</b> 11301 Rockville Pk Kensington, MD; 5333 Wise Ave NW #3 Washington D.C.; 931 Capitol Ctr Blvd #A Mitchellville, MD; 8518 Fenton St Silver Sprg, MD</p> <p><b>Delmarva/ACE:</b> 101 Geoffrey Dr Newark, DE; 2200 Wrangleboro Rd B-3 Mays Landing, NJ; 4221 Concord Pike #B4 Wilmington, DE</p>	<ul style="list-style-type: none"> <li>The Debtors have the statutory burden to furnish adequate assurance satisfactory to the utility, the Debtors' right to seek Court-approved modification arises after (<i>Lucree</i>). (¶ 2)</li> <li>The procedures improperly push back the date on which utilities can terminate service to the Debtors. (¶ 4)</li> <li>Nothing in the Motion indicates that the Debtors intended to serve the utilities the Motion. (¶ 15)</li> <li>A utility's tariff should serve as a guidepost for judicial decision. (¶ 23)</li> </ul>	<ul style="list-style-type: none"> <li>Section 366 does not prohibit a court from making a determination about the adequacy of an assurance payment until only after a payment satisfactory to the utility has been received from the debtor under section 366(c)(2). Section 366(c)(3) explicitly permits the Court to modify the amount of adequate assurance upon motion and a hearing.</li> <li>The plain language of section 366 contemplates that a debtor has the right to seek a judicial determination "of the amount of an assurance of payment under paragraph (2)" at any time within the 30-day period. Given this plain statutory authority, this Court and others have repeatedly adopted procedures similar to the ones proposed here.</li> <li>The Notice provision at ¶ 32 of the Motion states the Debtors have served the Motion on the utility services and the corresponding affidavit of service [Docket No. 107] confirms such service.</li> <li>When making decisions as to what constitutes adequate assurance under section 366(b), bankruptcy courts are not bound by local or state tariff regulations.</li> </ul>

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315	Puerto Rico Electric Power Authority (PREPA)	Objection does not list properties.	<ul style="list-style-type: none"> <li>Proposed adequate assurance amount is insufficient as PREPA faces up to three (3) months of exposure under relevant Puerto Rican law. (¶¶ 8-9)</li> </ul>	<ul style="list-style-type: none"> <li>Calculating the adequate assurance deposits based on two weeks of service is not only consistent with recent decisions of many Courts, but it also strikes a fair balance between the Debtors' need to conserve resources and the utilities' entitlement under section 366 to some adequate assurance that they will not face undue risk of nonpayment.</li> </ul>