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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

MULTI-COLOR CORPORATION, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10910 (MBK)

(Joint Administration Requested)

<sup>1</sup> The last four digits of Debtor Multi-Color Corporation's tax identification number are 5853. 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://www.veritaglobal.net/MCC>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.



**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) APPROVING THE DEBTORS' PROPOSED ADEQUATE ASSURANCE OF  
PAYMENT FOR FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY  
PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,  
(III) APPROVING THE DEBTORS' PROPOSED PROCEDURES FOR RESOLVING  
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

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TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (the "Motion"):<sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) approving the Debtors' proposed adequate assurance of payment for future utility services; (b) prohibiting utility providers from altering, refusing, or discontinuing services; (c) approving the Debtors' proposed procedures for resolving additional adequate assurance requests; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately thirty (30) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on

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<sup>2</sup> A detailed description of the Debtors, their business, and the facts and circumstances giving rise to the Debtors' chapter 11 cases is set forth in the *Declaration of Garrett Gabel, Chief Restructuring Officer of Multi-Color Corporation and Certain of Its Affiliates, in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

### **Background**

5. The Debtors, together with their non-Debtor affiliates (collectively, “MCC” or the “Company”) are a leading global provider of prime label solutions, supporting prominent brands across end categories, including food and beverage, wine and spirits, home and personal care, and healthcare, among others. Since its inception in 1916 as the Franklin Development Company, MCC has remained a consistent pioneer of label printing. Over the years, the Company has continuously added new print technologies—including pressure sensitive, cut and stack, roll-fed, in-mold, shrink sleeve, and radio frequency identification (RFID)—and innovations to its arsenal to provide customers with the right label solution coupled with value-additive service. Headquartered in Atlanta, Georgia, MCC currently employs approximately 12,800 employees and has exponentially grown its global footprint for over a century, with current operations in over 90 facilities across the globe.

6. On January 29, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion

requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. 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.

### **The Utility Services and Utility Providers**

7. In connection with the operation of their business and management of their properties, the Debtors obtain electricity, natural gas, telecommunications, water, waste management (including sewer and trash), internet, and other similar services (collectively, the “Utility Services”) from a number of utility providers (each, a “Utility Provider,” and collectively, the “Utility Providers”). A nonexclusive list of the Utility Providers and their affiliates that provide Utility Services to the Debtors as of the Petition Date (the “Utility Providers List”)<sup>3</sup> is attached hereto as **Exhibit C**.<sup>4</sup>

8. Uninterrupted Utility Services are essential to the Debtors’ ongoing business operations and thus the overall success of these chapter 11 cases. In connection with their operations, the Debtors maintain their corporate headquarters in Atlanta, Georgia and also operate

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<sup>3</sup> The Debtors contract with Summit Energy Services, Inc. (the “Utilities Advisor”) pursuant to that certain Services and Consulting Agreement, dated as of January 20, 2022, whereby the Utilities Advisor provides strategic planning, market analysis, and risk management services regarding electric and natural gas services. While certain Utility Providers submit invoices to the Utilities Advisor so the Debtors can track electric and gas usage and cost through an online portal, the Utilities Advisor does not make payments on account of such invoices and instead the Debtors pay such Utility Providers directly.

<sup>4</sup> The descriptions of the Utility Services set forth in this Motion constitute a summary only. The actual terms of the Utility Services and related agreements will govern in the event of any inconsistency with the description thereof set forth herein. Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Utility Providers. By this Motion, the Debtors request relief applicable to all Utility Providers, regardless of whether such Utility Provider is specifically identified on **Exhibit C**. Additionally, the inclusion of an entity on, or the exclusion of an entity from, the Utility Providers List is not an admission that such entity is, or is not, a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect to any such determination.

over 90 facilities that, among other things, control and affect the Company's service delivery and provision of its prime label solutions across the globe. Each of these locations requires the Utility Services in order to operate. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, and such disruption would jeopardize the Debtors' ability to successfully operate and manage their reorganization efforts.

9. Most Utility Services are paid by the Debtors directly to the respective Utility Provider. Certain Utility Services are billed directly to the Debtors' landlords (the "Landlords") and passed through to the Debtors as part of the Debtors' lease payments in accordance with the applicable lease agreements.<sup>5</sup> The relief requested herein is with respect to all Utility Providers supplying Utility Services to the Debtors, including through intermediaries such as the Landlords.<sup>6</sup>

10. To the best of the Debtors' knowledge, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services. In the aggregate, on average the Debtors pay approximately \$2.4 million each month for the Utility Services, which was calculated based on the approximate historical average. The Debtors do not anticipate this monthly average will change materially during the initial 30 days following the commencement of these chapter 11 cases.

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<sup>5</sup> While the Proposed Adequate Assurance does not allocate any amounts toward the Utility Providers that are paid through the Landlords, out of an abundance of caution, the Debtors request authority to continue paying indirectly through its Landlords any amounts owed on account of the Utility Services in the ordinary course of business in accordance with prepetition practices.

<sup>6</sup> The Debtors request authority to pay foreign vendors providing, and acting as intermediaries for payment of, Utility Services in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of All Trade Claims in the Ordinary Course of Business, (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders, (III) Authorizing Satisfaction of Obligations Related Thereto, and (IV) Granting Related Relief* filed contemporaneously herewith.

**I. Proposed Adequate Assurance of Payment.**

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in the ordinary course of business and in a timely manner. The Debtors' cash-on-hand, cash generated in the ordinary course of business, and anticipated access to cash collateral and debtor-in-possession financing will provide sufficient liquidity to pay the Debtors' Utility Services obligations in the ordinary course during the pendency of the Debtors' chapter 11 cases.

12. Nonetheless, to provide additional assurance of payment, the Debtors propose to deposit approximately \$1.2 million (the "Adequate Assurance Deposit") into a segregated non-interest bearing bank account (the "Adequate Assurance Account") for the benefit of the Utility Providers within twenty (20) calendar days of the Petition Date. The amount of the Adequate Assurance Deposit attributable to a given Utility Provider is equal to (i) approximately one-half of the Debtors' average monthly cost of such Utility Provider's Utility Services, which was calculated based on the approximate historical average payment, *less* (ii) the amount of any security deposit held by such Utility Provider as of the Petition Date. The Adequate Assurance Deposit excludes Utility Services billed directly to the Debtors' Landlords.

13. The Adequate Assurance Deposit will be held at the Adequate Assurance Account at ConnectOne Bank (account number xx9421) for the benefit of each Utility Provider until it reverts to the Debtors after (i) the Debtors terminate the applicable Utility Services, if there are no outstanding disputes related to postpetition payments due, or (ii) at the conclusion of these chapter 11 cases, if not applied earlier, subject to the Debtors' right to terminate or discontinue the applicable Utility Services. The Adequate Assurance Deposit may be applied to any postpetition defaults in payment to the applicable Utility Providers. No liens senior to the interests of the Utility Providers will encumber the Adequate Assurance Deposit or the Adequate Assurance Account.

14. The Adequate Assurance Deposit, in conjunction with the Debtors' cash flow from operations and ability to pay for future Utility Services in accordance with their prepetition practice (collectively, the "Proposed Adequate Assurance"), provides adequate assurance of payment as required by section 366 of the Bankruptcy Code.

## **II. The Adequate Assurance Procedures.**

15. The Debtors request that the Court approve the procedures for requesting different or additional adequate assurance of future payment (each, an "Adequate Assurance Request") set forth in the proposed Interim Order and Final Order (the "Adequate Assurance Procedures"). Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may make an Adequate Assurance Request pursuant to the Adequate Assurance Procedures.

16. The Adequate Assurance Procedures provide a streamlined process for a Utility Provider 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 Adequate Assurance Request upon certain notice parties. The Debtors, in their discretion, may then resolve any Adequate Assurance Request by mutual agreement with the applicable Utility Provider and without further order of the Court. If the Debtors determine that the Adequate Assurance Request cannot be resolved by mutual agreement, the Debtors may seek Court resolution of the Adequate Assurance Request.

17. Unless and until a Utility Provider timely files an objection or serves an Adequate Assurance Request, such Utility Provider shall be (a) deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code and (b) forbidden from discontinuing, altering, or refusing services to, or

discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

### **III. Modifications to the Utility Providers List.**

18. The Debtors have made an extensive and good-faith effort to identify all Utility Providers and include them on the Utility Providers List. To the extent the Debtors identify new or additional Utility Providers or discontinue services from existing Utility Providers, the Debtors seek authority, in their sole discretion, to amend the Utility Providers List to add or remove any Utility Provider.

19. For any Utility Provider that is subsequently added to the Utility Providers List (a "Subsequently Identified Utility Provider"), the Debtors will serve such Subsequently Identified Utility Provider with a copy of the Interim Order or Final Order, as applicable, including the Adequate Assurance Procedures. The Debtors request the authority to increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from any such Subsequently Identified Utility Provider. The Debtors also request that the terms of the Interim Order or Final Order, as applicable, and the Adequate Assurance Procedures apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List.

20. Upon the discontinuation of any Utility Services and the subsequent removal of any Utility Provider from the Utility Providers List, the Debtors request the authority, in their discretion and without further order of the Court, to reduce the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from such Utility Provider or any other amount attributable to such Utility Provider; *provided* that for any Utility Provider for which the Adequate Assurance Deposit is reduced, the Debtors shall have provided such Utility Provider with seven calendar days' notice of such reduction.

**IV. Prohibitions on Altering, Refusing, or Discontinuing Service.**

21. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and overall success of these chapter 11 cases. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations could be severely disrupted. Discontinuation of Utility Services would essentially shut down operations, and any significant disruption of operations could put these chapter 11 cases in jeopardy.

22. If the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of receipt of an Adequate Assurance Request, or if a Utility Provider was omitted from the Utility Services List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by the Interim Order, the Debtors will request a hearing before the Court at the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

23. The Debtors request that, pending the resolution of any Adequate Assurance Request, objection, or Determination Hearing, the Utility Providers, including any Subsequently Identified Utility Provider, are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service other than the Adequate Assurance Deposit as a result of these chapter 11 cases or any unpaid prepetition invoice.

**Basis for Relief Requested**

24. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the petition date and 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 else the utility company may thereafter alter, refuse, or discontinue service. 11 U.S.C. § 366(c)(2). Section 366(c)(1) of the Bankruptcy Code provides a non-exhaustive list of examples of what constitutes “assurance of payment,” and can be in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment, or other mutually agreed form of security. 11 U.S.C. § 366(c)(1). Although assurance of payment must be “adequate,” it need not constitute an absolute guarantee of the debtors’ ability to pay. *See In re Great Atl. & Pac. Tea Co.*, No. 11-1338, 2011 WL 5546954, at \*5 (S.D.N.Y. Nov. 14, 2011) (finding that “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full”) (citation omitted); *In re Caldor, Inc.—NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires . . . ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.—NY*, 117 F.3d 646 (2d Cir. 1997).

25. When considering whether a given assurance of payment is “adequate,” courts 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 In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (“The phrase ‘adequate assurance of payment’ is not defined in the Code. Its meaning depends upon the facts and circumstances of each case . . . .”); *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 87 (Bankr. S.D.N.Y. 2002) (“That, the Court believes, is the key to the analysis—to look at the totality of the circumstances to see the extent to which utilities are subjected to unreasonable risk of payment.”). 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.*, 117 F.3d at 650 (emphasis in original) (quoting *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); see also *In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming the bankruptcy court’s ruling that no utility deposits were necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Accordingly, demands by a Utility Provider for a guarantee should be refused when the debtors’ specific circumstances already afford adequate assurance of payment.

26. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services, especially in light of the Debtors’ historical practice of timely satisfying such obligations in the ordinary course. The Adequate Assurance Deposit and the Debtors’ ongoing ability to meet obligations as they come due in the ordinary course provide assurance that the Debtors’ will pay their future obligations to the Utility Providers. Moreover, terminating the Utility Services could render the Debtors unable to operate their business to the detriment of all stakeholders. *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 section 366 of the Bankruptcy Code “was intended to limit the leverage held by utility companies, not increase it”).

27. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under section 366 of the Bankruptcy Code. See, e.g., *In re Cir. City Stores, Inc.*, No. 08-35653, 2009 WL 484553, at \*5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that “[t]he plain language of § 366 of the Bankruptcy Code allows the Court to adopt the Procedures 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.*

28. Moreover, notwithstanding a determination that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Providers believe they have under sections 366(b) and (c)(2) of the Bankruptcy Code 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. 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 [U]tility [S]ervice[s].” *See id.* at \*5.

29. Because the Adequate Assurance Procedures are reasonable and accord with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Indeed, similar procedures have been approved by courts in this district. *See, e.g., In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 14, 2026) (approving an adequate assurance deposit equal to approximately half of the debtors’ monthly utility expenses on an interim basis); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (approving an adequate assurance deposit equal to approximately half of the debtors’ monthly utility expenses on a final basis); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J.

Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023) (same).<sup>7</sup>

30. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, 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 sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

**Processing of Checks and Electronic Fund Transfers Should Be Authorized**

31. 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, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors’ existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, 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 in this Motion.

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<sup>7</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

**The Requirements of Bankruptcy Rule 6003(a) Are Satisfied**

32. Bankruptcy Rule 6003(a) empowers a court to grant certain relief within the first twenty-one (21) days after the Petition Date to the extent that such “relief is needed to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is “needed to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

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

33. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

**Reservation of Rights**

34. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense

claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) 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 claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (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 seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**No Prior Request**

35. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

36. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) co-counsel to the Sponsor and the Plan Sponsor; (d) each of the Agent/Trustees; (e) counsel to the ABL Agent; (f) counsel to the Secured Ad Hoc Group; (g) the office of the attorney general for each of the

states in which the Debtors operate; (h) the United States Attorney's Office for the District of New Jersey; (i) the Internal Revenue Service; (j) the Utility Providers; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank.]*

**WHEREFORE**, the Debtors request that the Court enter the Interim Order and the Final Order, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: January 29, 2026

*/s/ Michael D. Sirota*

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Interim Order**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
In re:  MULTI-COLOR CORPORATION, <i>et al</i>  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10910 (MBK)  (Joint Administration Requested)

**INTERIM ORDER (I) APPROVING THE DEBTORS’  
PROPOSED ADEQUATE ASSURANCE OF PAYMENT  
FOR FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY  
PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,  
(III) APPROVING THE DEBTORS’ PROPOSED PROCEDURES FOR RESOLVING  
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through sixteen (16), is  
**ORDERED.**

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<sup>1</sup> The last four digits of Debtor Multi-Color Corporation’s tax identification number are 5853. 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://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
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-and-

**KIRKLAND & ELLIS LLP**  
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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Interim Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief

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Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) approving the Debtors' proposed adequate assurance of payment for future Utility Services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests, (d) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); 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 it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Motion was 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 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

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

2. The Final Hearing on the Motion will be held on \_\_\_\_\_, **2026 at** \_\_\_\_\_

**(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before \_\_\_\_\_, **2026 at 4:00 p.m.**

**(Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com), and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Rachael M. Bentley (rachael.bentley@kirkland.com), Peter A. Candel (peter.candel@kirkland.com), and Ashley L. Surinak (ashley.surinak@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Jane M. Leamy

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(jane.m.leamy@usdoj.gov); (iii) counsel to the Secured Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn.: Evan Fleck (efleck@milbank.com) and Matt Brod (mbrod@milbank.com); (iv) co-counsel to the Sponsor and the Plan Sponsor, (a) Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, New York 10001, Attn.: Scott B. Selinger (sbselinger@debevoise.com) and Brett Novick (bmnovick@debevoise.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn.: Ray C. Schrock (ray.schrock@lw.com), Ryan P. Dahl (ryan.dahl@lw.com), and Candace M. Arthur (candace.arthur@lw.com); (v) counsel to the ABL Agent, Cahill, Gordon & Reindell LLP, 32 Old Slip, New York, New York 10005, Attn.: Timothy B. Howell (thowell@cahill.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or the Debtors' use of cash collateral (such orders, the "DIP Orders") and any budget in connection with any use of cash collateral and/or postpetition

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debtor-in-possession financing authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the DIP Orders and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Orders shall control. Nothing in the Motion or this Interim Order shall constitute a waiver or substitution of any consent right required under the DIP Orders.

5. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366(c)(2) of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Companies to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

6. The following Adequate Assurance Procedures are hereby approved on an interim basis:

- a. The Debtors will serve (which may be via email) a copy of the Motion and this Interim Order to each Utility Provider within two (2) business days after entry of this Interim Order by the Court.
- b. Within twenty (20) calendar days of the Petition Date, the Debtors will deposit the Adequate Assurance Deposit of approximately \$1.2 million in the Adequate Assurance Account.
- c. Each Utility Provider shall be entitled to the funds in the Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, attached to the Motion as Exhibit C.

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- d. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to: (i) the Debtors, Multi-Color Corporation, 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327, Attn.: Garrett Gabel (garrett.gabel@mcclabel.com) and Linn Harson (linn.harson@mcclabel.com); (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com), and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Rachael M. Bentley (rachael.bentley@kirkland.com), Peter A. Candel (peter.candel@kirkland.com), and Ashley L. Surinak (ashley.surinak@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) counsel to any statutory committee appointed in these chapter 11 cases; (iv) co-counsel to the Sponsor and the Plan Sponsor, (a) Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, New York 10001, Attn.: Scott B. Selinger (sbselinger@debevoise.com) and Brett Novick (bmnovick@debevoise.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn.: Ray C. Schrock (ray.schrock@lw.com), Ryan P. Dahl (ryan.dahl@lw.com), and Candace M. Arthur (candace.arthur@lw.com); (v) counsel to the Secured Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn.: Evan Fleck (efleck@milbank.com) and Matt Brod (mbrod@milbank.com); (vi) counsel to the ABL Agent, Cahill, Gordon & Reindell LLP, 32 Old Slip, New York, New York 10005, Attn.: Timothy B. Howell (thowell@cahill.com); and (vii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Jane M. Leamy (jane.m.leafy@usdoj.gov) (collectively, the "Notice Parties"). The Debtors shall honor such request within ten (10) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility

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Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- e. Each Utility Provider holding an existing deposit, if any, is permitted to maintain its existing deposit in addition to its right to funds, if any, in the Adequate Assurance Account. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code, apply such existing deposit to any prepetition amount owed.
- f. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.
- g. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors or the Reorganized Debtors, as applicable, automatically, without further order of the Court, on the earlier of (i) the Debtors reconciling and paying the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider or (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases if there are no outstanding disputes related to postpetition payment.
- h. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") within thirty (30) calendar days of the Petition Date. Any Utility Provider that objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties.
- i. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) summarize the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a deposit equal to or greater than two (2) weeks of Utility Services; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

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- j. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- k. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors will have twenty-one (21) calendar days from the receipt of such Additional Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party in interest or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.
- l. The Debtors may, without further order from the Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a 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; *provided, however*, that the Debtors shall maintain a summary ledger of agreements with Utility Providers and their respective terms, and such summary ledger and agreement, if any, shall be made available to the U.S. Trustee, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, counsel to the ABL Agent, and any statutory committee(s) appointed in these chapter 11 cases, upon request.
- m. If the Debtors and the Utility Provider are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Interim Order, the Debtors will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

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- n. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

7. The Utility Providers, including any Utility Providers paid by any of the Debtors' Landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this Interim Order, nothing in this Interim Order affects the rights and obligations of the Debtors or their Landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

8. Absent further order of the Court, all Utility Providers are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

9. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases.

10. The Debtors are authorized, but not directed, to add or remove such parties from the Utility Providers List; *provided, however*, that the Debtors shall provide notice of any such addition or removal to the Notice Parties; *provided, further*, that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days' notice thereof and the opportunity to respond to such removal. To

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the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Deposit on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of notice of such dispute, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

11. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Interim Order within two (2) business days of such Subsequently Identified Utility Provider being identified, including the Adequate Assurance Procedures, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from the Subsequently Identified Utility Provider as soon as reasonably practicable but not later than five (5) calendar days after such Subsequently Identified Utility Provider is identified and shall promptly notify the

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Notice Parties of any such increase. The terms of this Interim Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement Exhibit C to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, the U.S. Trustee, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, counsel to the ABL Agent, and any statutory committee(s) appointed in these cases.

12. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

13. Absent further order of the Court, any Landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease, and has been provided notice of the relief provided by this Interim Order, must continue paying for such Utility Services in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a Landlord or third party may cease payments on account of Utility Services following the effective date of any rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

14. Upon the Debtors' termination of any Utility Services, the Debtors shall be authorized, in their discretion and without further order of this Court, to reduce the Adequate

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Assurance Deposit by an amount not exceeding, for each of the Utility Services being discontinued, the lesser of (i) the estimated two-week utility expense for such Utility Services or (ii) the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Provider (a) with the affected Utility Provider's consent, or (b) after providing fourteen (14) calendar days' prior notice to such Utility Provider and receiving no objection. Any objection shall be resolved by this Court. If there are no outstanding disputes, then upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services on the date upon which the Debtors' plan of reorganization becomes effective.

15. The Debtors' service of the Motion upon the Utility Providers List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

16. Notwithstanding anything to the contrary in any other order of this Court, the interests of any party, including but not limited to the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interests in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Interim Order, or as otherwise ordered by the Court.

17. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order is intended as or shall be deemed to be: (a) an

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implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) 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 claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (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 Interim Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

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18. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

19. 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.

20. Within two (2) business days of the entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

21. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

22. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

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

25. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

26. The Debtors shall serve by email (if available) or by first class mail, a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

27. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

**Exhibit B**

**Proposed Final Order**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<b>Caption in Compliance with D.N.J. LBR 9004-1(b)</b>	
In re:  MULTI-COLOR CORPORATION, <i>et al</i>  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10910 (MBK)  (Joint Administration Requested)

**FINAL ORDER (I) APPROVING THE DEBTORS’  
PROPOSED ADEQUATE ASSURANCE OF PAYMENT  
FOR FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY  
PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES,  
(III) APPROVING THE DEBTORS’ PROPOSED PROCEDURES FOR RESOLVING  
ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through fourteen (14), is **ORDERED**.

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<sup>1</sup> The last four digits of Debtor Multi-Color Corporation’s tax identification number are 5853. 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://www.veritaglobal.net/MCC>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327.

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
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601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
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-and-

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Rachael M. Bentley (*pro hac vice* pending)  
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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief

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Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of a final order (this "Final Order") (a) approving the Debtors' proposed adequate assurance of payment for future Utility Services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); 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 it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

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reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment made or to be made pursuant to the authority granted herein, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or the Debtors' use of cash collateral (such orders, the "DIP Orders") and any budget in connection with any use of cash collateral and/or postpetition debtor-in-possession financing authorized therein (subject to any permitted variances). To the extent there is any inconsistency between the terms of the DIP Orders and any action taken or proposed to be taken under this Final Order, the terms of the DIP Orders shall control. Nothing in the Motion or this Final Order shall constitute a waiver or substitution of any consent right required under the DIP Orders.

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Debtors: MULTI-COLOR CORPORATION, *et al.*

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4. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366(c)(2) of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Companies to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

5. The following Adequate Assurance Procedures are hereby approved on a final basis:

- a. The Debtors will serve (which may be via email) a copy of this Final Order to each Utility Provider within two (2) business days after entry of this Final Order by the Court.
- b. Within twenty (20) calendar days of the Petition Date, the Debtors deposited the Adequate Assurance Deposit of approximately \$1.2 million in the Adequate Assurance Account.
- c. Each Utility Provider shall be entitled to the funds in the Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, attached to the Motion as Exhibit C.
- d. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to: (i) the Debtors, Multi-Color Corporation, 3284 Northside Parkway NW, Suite 400, Atlanta, Georgia 30327, Attn.: Garrett Gabel (garrett.gabel@mcclabel.com) and Linn Harson (linn.harson@mcclabel.com); (ii) proposed co-counsel to the Debtors, (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com), and Kirkland & Ellis LLP, 333 West

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Debtors: MULTI-COLOR CORPORATION, *et al.*  
Case No. 26-10910 (MBK)  
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Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Rachael M. Bentley (rachael.bentley@kirkland.com), Peter A. Candel (peter.candel@kirkland.com), and Ashley L. Surinak (ashley.surinak@kirkland.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), and Felice R. Yudkin (fyudkin@coleschotz.com); (iii) counsel to any statutory committee appointed in these chapter 11 cases; (iv) co-counsel to the Sponsor and the Plan Sponsor, (a) Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, New York 10001, Attn.: Scott B. Selinger (sbselinger@debevoise.com) and Brett Novick (bmnovick@debevoise.com) and (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn.: Ray C. Schrock (ray.schrock@lw.com), Ryan P. Dahl (ryan.dahl@lw.com), and Candace M. Arthur (candace.arthur@lw.com); (v) counsel to the Secured Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn.: Evan Fleck (efleck@milbank.com) and Matt Brod (mbrod@milbank.com); (vi) counsel to the ABL Agent, Cahill, Gordon & Reindell LLP, 32 Old Slip, New York, New York 10005, Attn.: Timothy B. Howell (thowell@cahill.com); and (vii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Jane M. Leamy (jane.m.leafy@usdoj.gov) (collectively, the "Notice Parties"). The Debtors shall honor such request within ten (10) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- e. Each Utility Provider holding an existing deposit, if any, is permitted to maintain its existing deposit in addition to its right to funds, if any, in the Adequate Assurance Account. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code, apply such existing deposit to any prepetition amount owed.

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Debtors: MULTI-COLOR CORPORATION, *et al.*

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- f. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.
- g. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors or the Reorganized Debtors, as applicable, automatically, without further order of the Court, on the earlier of (i) the Debtors reconciling and paying the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider or (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases if there are no outstanding disputes related to postpetition payment.
- h. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") within thirty (30) calendar days of the Petition Date. Any Utility Provider that objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties.
- i. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) summarize the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a deposit equal to or greater than two (2) weeks of Utility Services; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- j. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- k. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors will have twenty-one (21) calendar days from the receipt of such Additional Assurance Request (the "Resolution Period") to negotiate with the Utility

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Debtors: MULTI-COLOR CORPORATION, *et al.*

Case No. 26-10910 (MBK)

Caption of Order: Final Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief

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Provider to resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party in interest or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.

1. The Debtors may, without further order from the Court, resolve any Adequate Assurance Request by mutual agreement with a Utility Provider and the Debtors may, in connection with any such agreement, provide a 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; *provided, however,* that the Debtors shall maintain a summary ledger of agreements with Utility Providers and their respective terms, and such summary ledger and agreement, if any, shall be made available to the U.S. Trustee, counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, counsel to the ABL Agent, and any statutory committee(s) appointed in these chapter 11 cases, upon request.
- m. If the Debtors and the Utility Provider are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Final Order, the Debtors will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.
- n. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

6. The Utility Providers, including any Utility Providers paid by any of the Debtors' Landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this

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Debtors: MULTI-COLOR CORPORATION, *et al.*

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Final Order, nothing in this Final Order affects the rights and obligations of the Debtors or their Landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

7. Absent further order of the Court, all Utility Providers are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

8. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases.

9. The Debtors are authorized, but not directed, to add or remove such parties from the Utility Providers List; *provided, however*, that the Debtors shall provide notice of any such addition or removal to the Notice Parties; *provided, further*, that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Deposit on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of notice of such dispute, the Debtors shall request a hearing before this Court at

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the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree.

10. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Final Order within two (2) business days of such Subsequently Identified Utility Provider being identified, including the Adequate Assurance Procedures, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from the Subsequently Identified Utility Provider as soon as reasonably practicable but not later than five (5) calendar days after such Subsequently Identified Utility Provider is identified and shall promptly notify the Notice Parties of any such increase. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement Exhibit C to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, the U.S. Trustee,

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counsel to the Secured Ad Hoc Group, co-counsel to the Sponsor and Plan Sponsor, counsel to the ABL Agent, and any statutory committee(s) appointed in these cases.

11. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

12. Absent further order of the Court, any Landlord or third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease, and has been provided notice of the relief provided by this Final Order, must continue paying for such Utility Services in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a Landlord or third party may cease payments on account of Utility Services following the effective date of any rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

13. Upon the Debtors' termination of any Utility Services, the Debtors shall be authorized, in their discretion and without further order of this Court, to reduce the Adequate Assurance Deposit by an amount not exceeding, for each of the Utility Services being discontinued, the lesser of (i) the estimated two-week utility expense for such Utility Services or (ii) the amount of the Adequate Assurance Deposit then attributable to the applicable Utility Provider (a) with the affected Utility Provider's consent, or (b) after providing fourteen (14) calendar days' prior notice to such Utility Provider and receiving no objection. Any objection

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shall be resolved by this Court. If there are no outstanding disputes, then upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services on the date upon which the Debtors' plan of reorganization becomes effective.

14. The Debtors' service of the Motion upon the Utility Providers List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

15. Notwithstanding anything to the contrary in any other order of this Court, the interests of any party, including but not limited to the Debtors' postpetition or prepetition lenders, in, or lien on, the Adequate Assurance Deposit shall be subordinate to the Utility Providers' interests in any Adequate Assurance Deposit until such time as the Adequate Assurance Deposit is returned to the Debtors pursuant to this Final Order, or as otherwise ordered by the Court.

16. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order is intended as or shall be deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of

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a type specified or defined in this Final Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) 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 claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (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 Final Order are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

17. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Final Order.

18. 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

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Debtors: MULTI-COLOR CORPORATION, *et al.*

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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.

19. Within two (2) business days of the entry of this Final Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Final Order.

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

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order shall be effective and enforceable immediately upon entry hereof.

22. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

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

**Exhibit C**

**Utility Providers List**

Utility Provider	Utility Provider Address(es)	Service(s) Provided	Account Number(s)	Approx. Monthly Spend	Existing Deposit	Proposed Adequate Assurance
ACC Business	ACC Business 400 West Ave Suite 200 Rochester, NY 14611	Telephone	831-001-5028 905	\$970	\$0	\$485
ACC Business	ACC Business 400 West Ave Suite 200 Rochester, NY 14611	Telephone	831-001-5069	\$158	\$0	\$79
Algoma Utility Commission	1407 Flora Avenue, Algoma, WI 54201	Electric	10130095-00 10130106-00 10130107-00 10130109-00	\$302	\$0	\$151
Algoma Utility Commission	1407 Flora Avenue, Algoma, WI 54201	Water & Sewer	10130109-00, 10130107-00, 10130106-00, 10130095-00, 10112175-01	\$2,817	\$0	\$1,409
Alta Fiber	PO Box 748003, Cincinnati OH 45274-8003	Internet	N/A	N/A	\$0	\$0
Ameren UE of MO	PO Box 88068, Chicago, IL 60680-1068	Electric	2331001015	\$25,000	\$0	\$12,500
AQUA PA	762 W. Lancaster Ave, Bryn Mawr, PA 19010	Water & Sewer	002421955 0035739	\$1,950	\$0	\$975
AT&T	PO Box 105306, Atlanta, GA 30348-5386	Internet	931-001-5028 905	\$241	\$0	\$121
AT&T & Mediacom	ACC Business 400 West Ave Suite 200 Rochester, NY 14611	Internet	831-001-5069-750	\$487	\$0	\$244
Atlanta Gas & Light	10 Peachtree Place NE, Atlanta, GA 30309	Natural Gas	8085658106	\$0	\$0	\$0
Atmos Energy	Atmos Energy PO Box 740353 Cincinnati, Ohio 45274	Natural Gas	3053016571	\$1,909	\$0	\$955
Atmos Energy of KY	PO Box 740353, Cincinnati, OH 45274-0353	Natural Gas	40-103068-142278-0	\$4,328	\$0	\$2,164
Atmos Energy of TX (Mid-Texas)	PO Box 740353, Cincinnati, OH 45274-0353	Natural Gas	3021695059 (fka 80-001301863-1051631-0)	\$207	\$0	\$104
BP Energy	BP Energy Company 201 Helios Way-Helios Plaza Houston, TX 77079	Natural Gas	007-3755.500_Supplier	\$20,224	\$0	\$10,112
CenturyLink	CenturyLink PO Box 52187 Phoenix, AZ 85072-2187	Telephone	78027290	\$70	\$0	\$35
Cisco	P.O. Box 981073, Boston, MA 02298	Telephone	NHC: 038304	\$1,238	\$0	\$619
City of Fullerton Water Utility	City of Fullerton PO Box 7190 Pasadena, CA 91109-7190	Water & Sewer	5706370 5706360 5706380	\$700	\$0	\$350
City of Pewaukee	W240N3065 Pewaukee Road, Pewaukee, WI 53072	Water & Sewer	11053	\$823	\$0	\$412

Utility Provider	Utility Provider Address(es)	Service(s) Provided	Account Number(s)	Approx. Monthly Spend	Existing Deposit	Proposed Adequate Assurance
City of San Luis Obispo	City of SLO - Utilities 879 Morro St SLO, CA 93401	Water & Sewer	016526000 016527000	\$400	\$0	\$200
City of Scottsburg	822 S Lake RD S Scottsburg, IN 47170-6837	Electric	717978 717980 717982 881911	\$114,705	\$0	\$57,352
City of Scottsburg	821 S Lake RD S Scottsburg, IN 47170-6837	Internet	717979	\$363	\$0	\$182
City of Scottsburg	822 S Lake RD S Scottsburg, IN 47170-6837	Water & Sewer	717980 717981	\$2,239	\$0	\$1,119
City of Winona	City Of Winona PO Box 378 Winona, MN 55987	Water & Sewer	1-016703-02 1-016702-02 1-300532-02	\$450	\$0	\$225
Clarksville Department of Electricity (CDE Lightband) (TVA)	Clarksville Dept of Electricity 2021 Wilma Rudolph Blvd. PO Box 31449 Clarksville, TN 37040	Electric	420277-001 (fka 231128-001) 420277-002 420277-003 (fka 231128-005 (fka 231128-005))	\$101,878	\$0	\$50,939
Clarksville Gas & Water	2215 Madison St, Clarksville, TN 37043	Water & Sewer	007-2934.300 007-2931.300	\$10,178	\$0	\$5,089
Clarksville Gas and Water	2215 Madison St, Clarksville, TN 37043	Natural Gas	007-2931.300 007-3755.500	\$3,612	\$0	\$1,806
Clermont County	Clermont County Water Resources Department, PO Box 716, Burlington, KY 41005-0716	Water & Sewer	113008521	\$4,455	\$0	\$2,228
Columbia Gas of PA	Columbia Gas - PO Box 70285 Philadelphia, PA 19176-2085	Natural Gas	14468171-003	\$1,100	\$0	\$550
Columbia Gas of VA	P.O. Box 2318 Columbus, OH 43216-2318	Natural Gas	156830890020006	\$409	\$0	\$205
Comcast	PO Box 70219, Philadelphia, PA 19176-0219	Internet	8993115810092670	\$425	\$0	\$213
Comcast	PO Box 8587, Philadelphia, PA 19101-0601	Internet	839500040801981	\$253	\$0	\$126
Constellation New Energy	10 S. Dearborn St. - 51st Floor, Chicago, IL 60603	Natural Gas	BG-308872_RG-43123569 RG222244	\$5,698	\$0	\$2,849
Constellation New Energy	10 S. Dearborn St. - 51st Floor, Chicago, IL 60603	Natural Gas	RG-45045501	N/A	\$0	\$0
Constellation New Energy	10 S. Dearborn St. - 51st Floor, Chicago, IL 60603	Natural Gas	BG-93106_RG62138	\$2,350	\$0	\$1,175
Constellation New Energy	PO Box 4911 Houston, TX 77210-4911	Natural Gas	BG-309493 (Customer ID RG-43191638) BG-309493 (Customer ID RG-43191643)	\$850	\$0	\$425
Constellation New Energy	PO Box 4911 Houston, TX 77210	Natural Gas	BG-310138_RG-222029	\$1,700	\$0	\$850

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Cox Communications	PO Box 1259, Oaks, PA 19456	Internet	15410101053301	\$645	\$0	\$323
Direct Energy	PO Box 32179, New York, NY 10087-2179	Electric	1854744 1854745	\$37,561	\$0	\$18,781
Direct Energy	Nicor Gas PO Box 2020 Aurora, IL 60507-2020	Natural Gas	696195 - 974709_980533 696195-974709_980534	\$2,000	\$0	\$1,000
Direct Energy	PO Box 32179, New York, NY 10087-2179	Natural Gas	696195 - 974709_980535	\$270	\$0	\$135
Dominion Energy Virginia (fka Dominion Virginia Power)	Bowling Green, KY 42102-1118	Electric	009800672785 4223865009	\$20,901	\$0	\$10,451
Duke Energy of SC (DEC SC)	Duke Energy Return Mail, PO Box 1090, Charlotte, NC 28201-1090	Electric	9100 3062 9964 (fka 1313650656) 9100 3067 8129 (fka 1353679693) 910030629732 (fka 1166903617)	\$36,531	\$0	\$18,266
Duke Energy Ohio	Duke Energy PO Box 1090, Charlotte, NC 28201	Electric	9101 1828 8151 (fka 6420-3670-01-8)	\$49,000	\$0	\$24,500
Duke Energy Ohio	PO Box 1094 Charlotte, NC 28201-1094	Electric	9101 4631 2333	\$1,500	\$0	\$750
Duke Energy Ohio	PO Box 1094 Charlotte, NC 28201-1094	Electric	9101 1857 7686 (fka 7780-2187-01-0) 910118577636 0150-2096-01-6	\$23,625	\$0	\$11,813
Duke Energy Ohio	Duke Energy PO Box 1090, Charlotte, NC 28201	Natural Gas	9101 1828 8127 (fka 5360-2219-03-4)	\$7,800	\$0	\$3,900
Duke Energy Ohio	PO Box 1090 Charlotte, NC 28201-1090	Natural Gas	0150-2096-01-6 910118203316Z113904153 910118577636	\$765	\$0	\$383
Duke Energy Ohio	PO Box 1094 Charlotte, NC 28201-1094	Natural Gas	9101 4631 2333	\$750	\$0	\$375
Duke Progress of NC (DEP NC)	PO Box 1094 Charlotte NC 28201-1094	Electric	9100 8032 2517	\$24,000	\$29,482	\$0
Dynergy Energy Services	Dynergy 28344 Network Place, Chicago, IL 60673	Electric	400001396349 400001396349 400001396350 400001396350	\$97,000	\$0	\$48,500
Dynergy Energy Services	6555 Sierra Drive, Irving, TX 75039	Electric	8401862222	N/A	\$0	\$0
Dynergy Energy Services	6555 Sierra Drive, Irving, TX 75039	Electric	7780-2187-01-0_Supplier	\$0	\$0	\$0

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Eco-Tech	6108 Sable Mill Ct Jeffersonville, IN 47130	Waste	7815300	\$21,645	\$0	\$10,823
Elkton Utilities	Elkton Utilities PO Box 578 Elkton, KY 42220	Water & Sewer	2-00840-2	\$155	\$0	\$78
Enbridge Gas NC (fka Dominion NC/PSNC)	PO Box 25715, Richmond, VA 23260-5715	Natural Gas	1-2100-7686-4129	\$2,500	\$0	\$1,250
Enbridge Gas Utah (fka Dominion Energy of UT)	PO Box 27031 Richmond, VA 23261-7031	Natural Gas	1332170000	\$49	\$0	\$24
ENGIE Resources LLC	Engie PO Box 841680 Dallas, TX 75284-1680	Electric	0000353811	\$90,000	\$0	\$45,000
ENGIE Resources LLC	Engie Resources LLC PO Box 841680 Dallas, TX 85284-1680	Electric	0000352301	\$16,900	\$0	\$8,450
Etowah Water & Sewer	1162 Hwy 53 E Dawsonville, GA 30534-0016	Water & Sewer	17485	\$859	\$0	\$430
Evergny (fka Kansas City Power & Light of MO (KCPL))	PO Box 219330, Kansas City, KS 64121	Electric	3821480162 5812406109_1772818598376 5812406109_1772818598427 5812406109_1772818598428 5812406109_1772818598429 5812406109_1772818804833	\$8,600	\$0	\$4,300
Exelon (Commonwealth Edison)	21425 Network Place, Chicago, IL 60673	Electric	9786254229 (fka 0216636001)	\$0	\$0	\$0
Exelon (Commonwealth Edison)	Invoiced by MP2 Energy d/b/a Shell Energy Solutions	Electric	0025546007	N/A	\$0	\$0
Fort Loudon Waste and Recycling	PO Box 23095, Knoxville, TN 37933	Waste	N/A	\$30,813	\$0	\$15,407
Fort Worth Water Dept	P.O. Box 870, Fort Worth, TX 76101-0870	Water & Sewer	344067-332418	\$1,618	\$0	\$809
Fountain Inn Natural Gas System (SC)	100 S Weston St, Fountain Inn, SC 29644	Natural Gas	95-002900-01 (fka 95002900.00 97)	\$4,705	\$0	\$2,353
Frontier	Frontier PO Box 211579 Eagan, MN 55121-2879	Telephone	585-247-0263-082817-6	\$7,726	\$0	\$3,863
Frontier	PO Box 740407 Cincinnati, OH 45274	Telephone	812-752-0747-020400-5	\$1,420	\$0	\$710
GB Services	GB Services Inc PO Box 546 Chino Hills, CA 91709	Waste	1213	\$4,000	\$0	\$2,000

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Georgia Natural Gas	PO Box 71245 Charlotte, NC 28272-1245	Natural Gas	001603896-1626757 (fka 001603902-1626764)	\$5,279	\$0	\$2,640
Gexa Energy	601 Travis St. STE 1400, Houston, TX 77002	Electric	10443720002476172_Gexa	\$67,578	\$0	\$33,789
GFL Environmental	GFL Environmental, PO Box 555193, Detroit, Michigan 48255-5193	Waste	U511109 U618519 U631720	\$23,730	\$0	\$11,865
Giant Resource Recovery (Recycle Solvents)	PO Box 412345 Boston, MA 02241-2345	Waste	60358533	\$10,562	\$0	\$5,281
Goodview Public Utility	Goodview Public Utilities 4140 5th St, Goodview MN 55987	Water & Sewer	101-0053-10-01	\$270	\$0	\$135
Greater Cincinnati Water Works	PO Box 740689 Cincinnati, OH 45274-0689	Water & Sewer	8459002832	\$230	\$0	\$115
Greater Cincinnati Water Works	PO Box 740689 Cincinnati, OH 45274-0689	Water & Sewer	0648320000	\$425	\$0	\$213
Greenville Water	Greenville Water, PO Box 687, Greenville, SC 29602-0687	Water & Sewer	0035213100 0099991453	\$952	\$0	\$476
Grogan Waste Services, LLC	2045 Dahlongega Hwy Cumming, GA 30040	Waste	60358533	\$11,864	\$0	\$5,932
Groot Recycling & Waste	PO Box 535233; Pittsburgh, PA 15253-5233	Waste	3092-146068	\$1,132	\$0	\$566
Heritage Crystal Clean	Crystal Clean, LCC, 13621 Collections Center Drive, Chicago, IL 60693-0136	Waste	178873	\$11,930	\$0	\$5,965
Jackson County Rural	274 East Base Road Brownstown, IN 47220	Internet	43320159	\$170	\$0	\$85
John's Disposal Service	Johns Disposal Svc. Inc. 7311 Omega Circle Franksville, WI 53126	Waste	01-20808 1	\$305	\$0	\$153
KC Water	City of Kansas City, Missouri, City Hall 414 E. 12th Street, Kansas City, MO 64106	Water & Sewer	000348004 0049703 9 000348004 0049876 5 000348004 0049875 3	\$800	\$0	\$400
Knoxville Utilities Board (TVA)	PO Box 59029, Knoxville, TN 37950	Natural Gas	2314847541	\$2,256	\$0	\$1,128
Lakeshore Recycling Systems	LRS of Minnesota PO Box 9273 Rochester, MN 55903-9273	Waste	15938	\$1,040	\$0	\$520
Lenoir City Utilities Board (TVA)	PO Box 449 Lenoir City, TN 37771	Electric	261365-172440	\$86,937	\$0	\$43,469
Louisville Gas & Electric Co.	PO Box 7231, St. Louis, MO 63177	Electric	3000-4523-3222 3500-1341-9386 (fka 3500- 1225-4222)	\$48,200	\$0	\$24,100
Louisville Gas & Electric Co.	PO Box 7231, St. Louis, MO 63177	Natural Gas	3500-1341-9386 (fka 3500-1225-4222)	N/A	\$0	\$0

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Metropolitan St. Louis Sewer	P.O. Box, St. Louis, MO 63166-0437	Water & Sewer	1257579-1	\$1,765	\$0	\$883
Metropolitan-Edison (FirstEnergy of PA)	MetEd PO Box 371422, Pittsburgh, PA 15250-7422	Electric	100 021 336 639	\$9,500	\$0	\$4,750
Midwest Natural Gas Corp.	PO Box 707 Scottsburg, IN 47170	Natural Gas	2831-117-490-000	\$10,362	\$0	\$5,181
Missouri American Water	P.O. Box 6029, Carol Stream, IL 60197-6029	Water & Sewer	1017-210013573196	\$1,235	\$0	\$618
Monroe County Water Authority	PO Box 5158 Buffalo, NY 14240	Water & Sewer	382042	\$760	\$0	\$380
MP2 Energy d/b/a Shell Energy Solutions	PO Box 21240; New York, NY 10087-1240	Electric	2512831	\$71,974	\$0	\$35,987
MP2 Energy d/b/a Shell Energy Solutions	Shell Energy Solutions Retail Services PO Box 27 Houston, TX 77001	Electric	2512832 2512832 2512832_Supplier	\$50,000	\$0	\$25,000
Napa County Recycling & Waste	NRWS PO Box 239 Napa, CA 94559	Waste	13-0039826 9	\$40,000	\$0	\$20,000
Natural Gas Processors	PO Box 520 Washington, IN 47501	Natural Gas	2831-117-490-000_Natural Gas P	\$47,867	\$0	\$23,933
Neenah Utilities	PO Box 0426 Neenah, WI 54957	Water & Sewer	226679-14262	\$1,400	\$0	\$700
Netwolves	LBX 2317, PO Box 9500, Philadelphia, PA 19195-0001	Internet	200048859	\$715	\$0	\$358
NEYCSA	200 N Main Street PO Box 516, MT Wolf, PA 17347-0516	Water & Sewer	900405	N/A	\$0	\$0
Nicor Gas	PO Box 5407; Carol Stream, IL 60197-5407	Natural Gas	3702940000	\$3,643	\$0	\$1,821
NYPA (New York Power Authority)	Rancho Cucamonga, CA 91729-6400	Electric	200008800	\$9,000	\$0	\$4,500
Oak Creek Water & Sewer	City of Oak Creek, WI (Utility) 8040 South 6th Street Oak Creek, WI 53154	Water & Sewer	765900900000	\$270	\$0	\$135
Oncor (fka TXU Electric Delivery Company)	PO Box 650638, Dallas, TX 75265	Electric	10443720002476100	\$0	\$0	\$0

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Pacific Gas & Electric	PG&E PO Box 997300 Sacramento, CA 95899-7300	Electric	4499170420-4 (SAI 4499170193) 4839709204-9 (Serv ID: 4838375205 fka 4836620461) 4839709204-9 (Service ID 4839709545)	N/A	\$0	\$0
Pacific Gas & Electric	PG&E PO Box 997300 Sacramento, CA 95899-7300	Natural Gas	4499170420-4 (SAI 4499170163)	\$228,000	\$0	\$114,000
PECO Energy Company	PO Box 37632, Philadelphia, PA 19101-0629	Electric	8401862222(fka 13810-30021)	\$53,139	\$0	\$26,570
PECO Energy Company	PO Box 37632, Philadelphia, PA 19101-0629	Natural Gas	7205382000(fka 31171-25062)	\$2,715	\$0	\$1,358
Peerless Network	Peerless Network, Inc - PO Box 735253; Chicago, IL 60673-5253	Telephone	1210960	\$640	\$0	\$320
Peerless Network - Infobip Co	Peerless Network, 433 W. Van Buren, STE 4105, Chicago, IL 60607	Telephone	1210905	\$378	\$0	\$189
Penelec (FirstEnergy of PA)	PO Box 3687, Akron, OH 44309-3687	Electric	100123751610 (fka 100 099 356 444)	\$16,900	\$0	\$8,450
Pennyrile Electric	Pennyrile Electric PO Box 2900 Hopkinsville, KY 42241	Electric	586504001	\$11,030	\$0	\$5,515
Provo City Finance	445 W Center St. Provo, UT 84601	Water & Sewer	2033136	\$734	\$0	\$367
Provo City Utilities	445 W Center St. Provo, UT 84601	Electric	2033136 (fka 496653-41606)	\$13,269	\$0	\$6,635
Republic Services	372 S Henderson Rd, KOP, PA 19406	Waste	3-0324-0075055	\$19,453	\$0	\$9,727
Republic Services	PO Box 9001099, Louisville, KY 40290-1099	Waste	3-0798-1000842	N/A	\$0	\$0
Republic Services	PO Box 9001099, Louisville, KY 40290-1099	Waste	306930025206	\$4,100	\$0	\$2,050
Republic Services	Republic PO Box 71068, Charlotte, NC 28272-1068	Waste	3-0611-3020073	\$9,200	\$0	\$4,600
Republic Services	PO Box 9001099, Louisville, KY 40290-1099	Waste	3-0798-1000842	\$215	\$0	\$108
Rochester Gas & Electric (RG&E)	RG&E PO Box 847813 Boston, MA 02284	Electric	20014895542 (fka 675340-40554) (R01000056381312) 675340-40554 (R01000055112437)	\$34,200	\$0	\$17,100
Rochester Gas & Electric (RG&E)	RG&E PO Box 847813 Boston, MA 02284	Natural Gas	R02000059253922	\$938	\$0	\$469
Rumpke	PO Box 538710 Cincinnati, OH 45253-8710	Waste	201160959	\$275	\$0	\$138
Rumpke	PO Box 538710 Cincinnati, OH 45253-8710	Waste	0101546828	\$7,500	\$0	\$3,750

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Rumpke	PO Box 538710 Cincinnati, OH 45253-8710	Waste	5001166979 5001167514 301007779 1501055965 5601679991	\$9,500	\$0	\$4,750
Rumpke	PO Box 538710, Cincinnati, OH 45253	Waste	5001166979 5001167514 301007779 1501055965 5601679991	N/A	\$0	\$0
San Luis Garbage	San Luis Garbage Co. PO Box 7428 Pasadena, CA 91109-7428	Waste	4110-1101061	\$4,000	\$0	\$2,000
Sawnee EMC	PO Box 100002 Cumming, GA 30028-8302	Electric	2441843000 (fka 2034026006) 2441843001 (fka 2034026007) 2441843002 (fka 2034026008) 2441843003 (fka 2034026009) 2441843004	\$25,060	\$0	\$12,530
Southern California Edison (SCE)	SCE PO Box 6400 Rancho Cucamonga, CA 91729-6400	Electric	8013073427 (fka 8000936217)	\$76,000	\$0	\$38,000
Southern California Gas Company	PO Box 1626 Monterey Park, CA 91754-8626	Natural Gas	151 415 0500 6 153 515 0500 1	N/A	\$0	\$0
Spectrum	Charter Communications Box 223085 Pittsburgh, PA 15251	Internet	142773001	\$4,932	\$0	\$2,466
Spectrum	Charter Communications, PO Box 6030, Carol Stream, IL 60197-6030	Internet	8347400290607651 (10601) 8347400290718433 (7707)	\$125	\$0	\$63
Spectrum	PO Box 6030, Carol Stream, IL 60197-6030	Internet	8348 10 457 0231005	\$180	\$0	\$90
Spectrum	PO Box 6030, Carol Stream, IL 60197-6030	Internet	8348 10 009 0278930	\$190	\$0	\$95
Spectrum Business	PO Box 6030, Carol Stream, IL 60197-6030	Internet	135370301	\$230	\$0	\$115
Spectrum/ Charter Communications	PO Box 4617, Carol Stream, IL 60197-4617	Telephone	189037601	\$1,160	\$0	\$580
Spectrum/Charter Communications	PO Box 6030 Carol Stream, IL 60197-4617	Telephone	8348 10 457 0231005	\$800	\$0	\$400
Spire Missouri East (fka Laclede Gas)	Scottsburg, IN 47170-6837	Natural Gas	0297580000 (fka 543813-001-9)	\$2,000	\$0	\$1,000
Spire Missouri West (fka Missouri Gas)	PO Box 807777, Kansas City, MO 64180-7777	Natural Gas	7410271111 9260674019_10601NWAMB ASSADOR 9260674019_7707NW97THT ER	\$1,000	\$0	\$500
TDS	TDS PO Box 94510 Palatine, IL 60094-4510	Telephone	414-764-9146	\$250	\$0	\$125
Town of Weaverville	PO Box 338, Weaverville, NC 28787-0338	Water & Sewer	2807	\$750	\$180	\$195
TPx Communications	TPx Communications PO Box 104346 Pasadena, CA 91189-4346	Telephone	9731	\$6,000	\$0	\$3,000

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UGI Energy Services, Inc.	PO Box 827032, Philadelphia, PA 19182	Natural Gas	M0004918_7200838988	\$7,760	\$0	\$3,880
UGI Energy Services, Inc.	UGI PO Box 827032 Philadelphia, PA 19182	Natural Gas	MULT503	\$1,500	\$0	\$750
Village of Elk Grove	Elk Grove Village 901 Wellington Avenue Elk Grove Village, IL 60008	Water & Sewer	1384620-87865	\$700	\$0	\$350
Village of Niles	PO Box 4006; Carol Stream, IL 60197	Water & Sewer	CN#30234 / Acct#2375 - CN#14479 / Acct#2376	\$1,201	\$0	\$601
Warran County Water District	PO Box 10180 Bowling Green, KY 42102-4780	Water & Sewer	0082756 0082932	\$1,951	\$0	\$975
Warren Rural Electric Cooperative (TVA)	PO Box 1118 Bowling Green, KY 42102-1118	Electric	410901001	\$89,106	\$0	\$44,553
Waste Connections of Tennessee	1309 Tylertown Rd Clarksville, TN 37040	Waste	6034-527366	\$19,108	\$0	\$9,554
Waste Connections of Tennessee	1309 Tylertown Rd Clarksville, TN 37040	Waste	6034-654151-005 6034-654151-001 6034-527103-001 6034-654151-003 6034-654151-004	\$20,820	\$0	\$10,410
Waste Management	AS Payment Agent PO Box 660345 Dallas, TX 75266-0345	Waste	31-99049-03000 30-23302-23000 7-92400-43000	\$15,572	\$0	\$7,786
Waste Management	PO Box 3020 Monroe, WI 53566-8320	Waste	10-78145-03001	\$5,589	\$0	\$2,795
Waste Management	PO Box 3020, Monroe, WI 53566	Waste	22-41601-23007	\$15,800	\$0	\$7,900
Waste Management	PO Box 3020, Monroe, WI 53566-8320	Waste	28-92422-13006 29-38982-73006	\$11,000	\$0	\$5,500
Waste Management	PO Box 3020, Monroe, WI 53566-8320	Waste	7-87527-13004	\$1,414	\$0	\$707
Waste Management	PO Box 4648, Carol Stream, IL 60197-4648	Waste	29-27911-73005 29-07194-23006	\$1,372	\$0	\$686
Waste Management	PO Box 660345, Dallas, TX 75266	Waste	33-18201-23006 30-71042-93009 29-68002-63001 32-79644-73004	\$13,500	\$0	\$6,750

Utility Provider	Utility Provider Address(es)	Service(s) Provided	Account Number(s)	Approx. Monthly Spend	Existing Deposit	Proposed Adequate Assurance
Waste Management	Waste Management of Illinois, Inc. IL Wheeling Hauling PO Box 3020, Monroe, WI 53566-8320	Waste	30-53229-33005 30-06138-03009	\$8,000	\$0	\$4,000
Waste Management	Waste Management of Illinois, Inc. PO Box 3020, Monroe, WI 53566-8320	Waste	11-04601-33006	\$5,300	\$0	\$2,650
Waste Management	Waste Management of New York LLC Rochester Hauling PO Box 3020, Monroe, WI 53566-8320	Waste	8-81037-42002 15-07021-32002	\$54,809	\$0	\$27,405
Waste Management	WM Corporate Services, Inc. As Payment Agent, PO Box 4648, Carol Stream, IL 60197- 4648	Waste	26-98234-13005 26-24920-03002 5-30415-26661	\$6,700	\$0	\$3,350
Waste Management	PO Box 3020, Monroe, WI 53566-8320	Waste	32-69470-33003 32-69602-23006	\$7,700	\$0	\$3,850
We Energies - WI Electric Power Company	PO Box 1125 Glenview, IL 60025	Electric	0717115677-00002 0717115677-00004	\$48,650	\$0	\$24,325
We Energies - WI Electric Power Company	PO Box 6042, Carol Stream, IL 60197-6042	Electric	0718753531-00001 (fka 7415- 678-462) 0718753531-00004 (fka 4240- 320-589) 0718753531-00006 (fka 6440- 765-664) 0718753531-00007 (fka 6432- 573-661)	\$53,113	\$0	\$26,557
We Energies - WI Electric Power Company	We Energies PO Box 1125 Glenview, IL 60025-8125	Electric	0717115677-00003 0717115677-00005	\$12,100	\$0	\$6,050
We Energies - WI Electric Power Company	PO Box 1125 Glenview, IL 60025	Natural Gas	0717115677-00006	\$1,000	\$0	\$500
We Energies - WI Electric Power Company	PO Box 90001, Milwaukee, WI 53290-0001	Natural Gas	0718753531-00003 (fka 0450-836-987)	\$3,223	\$0	\$1,612
We Energies - WI Electric Power Company	We Energies PO Box 1125 Glenview, IL 60025-8125	Natural Gas	0717115677-00001	\$2,200	\$0	\$1,100
West Knox Utility District	2328 Lovell Road, Knoxville, TN 37932	Water & Sewer	52721-001	\$1,591	\$0	\$796
Whitemarsh TWP	PO Box 447, 2015 Joshua Rd, Lafayette Hill, PA	Internet	2695	\$6,428	\$0	\$3,214
Wisconsin Public Service Corp of WI	Wisconsin Public Service, PO Box 1109, Glenview, IL 60025-8109	Electric	0402095486-00004	\$81,504	\$0	\$40,752

Utility Provider	Utility Provider Address(es)	Service(s) Provided	Account Number(s)	Approx. Monthly Spend	Existing Deposit	Proposed Adequate Assurance
Wisconsin Public Service Corp of WI	Wisconsin Public Service, PO Box 1109, Glenview, IL 60025-8109	Natural Gas	0402095486-00001 0402095486-00002 0402095486-00003 0402095486-00004	\$180	\$0	\$90
Xcel Energy of MN (fka Northern States Power)	Xcel Energy, PO Box 4176, Carol Stream, IL 60197-4176	Electric	51-0012246513-5 51-0012246516-8 51-5223030-3 51-5842201-2	\$20,920	\$0	\$10,460
Xcel Energy of MN (fka Northern States Power)	Xcel Energy, PO Box 4176, Carol Stream, IL 60197-4176	Natural Gas	51-0012246516-8 51-4655137-5	\$3,006	\$0	\$1,503
York County Solid Waste Authority	York County SWA, 2700 Blackbridge Road, York, PA 17406-7901	Waste	386	\$7,100	\$0	\$3,550
York Water Company	130 East Market Street, York, PA 17405-7089	Water & Sewer	5987-11759 5987-11760	N/A	\$0	\$0
<b>Total</b>				<b>\$2,400,000</b>	<b>\$30,000</b>	<b>\$1,200,000</b>