

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

In re:	)	
	)	Chapter 11
VERTEX ENERGY, INC., <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 24-90507 (CML)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY**  
**MOTION FOR ENTRY OF AN 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**

Emergency relief has been requested. Relief is requested not later than 12:30 p.m. (prevailing Central Time) on September 25, 2024.

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

A hearing will be conducted on this matter on September 25, 2024, at 12:30 p.m. (prevailing Central Time) in Courtroom 401, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's homepage. The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance"

<sup>1</sup> 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/vertex>. The location of Debtor Vertex Energy, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1331 Gemini Street, Suite 250, Houston, Texas 77058.



**link on Judge Lopez’s homepage. Select the case name, complete the required fields, and click “Submit” to complete your appearance.**

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

### **Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), (a) determining that the Adequate Assurance Procedures (as defined herein) provide the Utility Providers (as defined herein) with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code, (b) prohibiting the Utility Providers from altering, refusing, or discontinuing services, (c) approving procedures for resolving any dispute concerning adequate assurance in the event that a Utility Provider is not satisfied with the Proposed Adequate Assurance (as defined herein), and (d) granting related relief.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Order of Reference to Bankruptcy Judges*, dated May 24, 2012, from the United States District Court for the Southern District of Texas. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court’s entry of a final order in connection with this Motion.

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

---

<sup>2</sup> A description of the Debtors, their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases are set forth in greater detail in the *Declaration of R. Seth Bullock, Chief Restructuring Officer of Vertex Energy, Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (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.

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”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 1075-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”).

### **Background**

5. On the date hereof (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have filed a motion requesting joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses 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.

### **Utility Services and Proposed Adequate Assurance**

#### **I. The Utility Services and Utility Providers.**

6. In connection with the operation of their businesses 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 (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”) is attached to the Order as Exhibit 1.<sup>3</sup>

---

<sup>3</sup> Although the Debtors believe that the Utility Providers List includes all of their Utility Providers, the Debtors reserve the right to supplement such list if they inadvertently omitted any Utility Provider. Additionally, inclusion

The relief requested herein is requested with respect to all Utility Providers providing Utility Services to the Debtors and is not limited to those on the Utility Providers List.

7. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and, hence, the overall success of these chapter 11 cases. To successfully operate their businesses, the Debtors must maintain the ability to run their refining facility in a near constant state. Further, the Debtors maintain a corporate office responsible for ensuring the smooth and safe operation of the Debtors' businesses. Accordingly, the Debtors require uninterrupted access to the Utility Services to maintain their operations in the ordinary course of business. To the extent any Utility Provider were to refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, potentially endangering the health and safety of the Debtors' employees. Further, any disruption of Utility Services would materially impair the Debtors' revenue-generating and production capabilities to the detriment of all stakeholders in these chapter 11 cases. It is therefore essential that the Utility Services continue uninterrupted during these chapter 11 cases.

8. As of the Petition Date, the Debtors owe approximately \$2.9 million on account of prepetition Utility Services. On average, the Debtors pay approximately \$2.9 million each month for third-party Utility Services. The Debtors estimate that their cost for Utility Services during the thirty days following the Petition Date (excluding any deposits or prepayments) will be approximately \$2.9 million.

---

or exclusion of an entity on the Utility Providers List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect to any such determination. The Debtors request relief applicable to all Utility Providers, regardless of whether such Utility Provider is specifically identified on Exhibit 1 of the Order.

9. The Debtors have provided certain of the Utility Providers with prepetition cash deposits, escrow agreements, surety bonds, and other forms of security, as applicable (collectively, the “Prepetition Deposits”). The Debtors estimate the aggregate amount currently held as Prepetition Deposits for all Utility Providers is approximately \$3.4 million.

## **II. Proposed Adequate Assurance of Payment.**

10. The Debtors intend to timely pay undisputed postpetition obligations owed to the Utility Providers in the ordinary course of business. The cash held by the Debtors, the cash generated in the ordinary course of the Debtors’ business, and the Debtors’ anticipated access to cash collateral and debtor in possession financing will provide the Debtors with sufficient liquidity to pay the Utility Providers for Utility Services in accordance with the Debtors’ prepetition practices during the pendency of these chapter 11 cases.

11. As additional assurance of payment, the Debtors propose to deposit \$188,258 (the “Adequate Assurance Deposit”) into a segregated account (the “Adequate Assurance Account”) no later than fifteen (15) business days after the Order is entered (or as soon as reasonably practicable thereafter). The Adequate Assurance Deposit represents an amount equal to approximately one half of the Debtors’ average monthly cost of Utility Services, excluding any Prepetition Deposits held by the Utility Providers, as detailed on Exhibit 1 of the Order. The Adequate Assurance Deposit will be held in the Adequate Assurance Account for the benefit of the Utility Providers for the duration of these chapter 11 cases and may be applied to any postpetition defaults in payment to the Utility Providers in accordance with the Adequate Assurance Procedures.

12. The Adequate Assurance Deposit, in conjunction with the Debtors’ cash flow from operations, cash on hand, and anticipated access to cash collateral and the Debtors’ proposed debtor in possession financing facility (collectively, the “Proposed Adequate Assurance”),

demonstrates the Debtors' ability to pay for future Utility Services in accordance with their prepetition practices and constitutes sufficient adequate assurance to the Utility Providers in full satisfaction of section 366 of the Bankruptcy Code.

### **III. The Adequate Assurance Procedures.**

13. Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may make a request for additional or different adequate assurance of future payment (each, an "Adequate Assurance Request") pursuant to the adequate assurance procedures set forth in the Order (the "Adequate Assurance Procedures"). The Adequate Assurance Procedures will implement a streamlined process for Utility Providers to address potential concerns with respect to the Proposed Adequate Assurance, while allowing the Debtors to continue their business operations uninterrupted. The Adequate Assurance Procedures permit a Utility Provider to object to the Proposed Adequate Assurance by serving an Adequate Assurance Request upon certain Notice Parties (as defined in the Order). The Debtors, in their sole discretion, may resolve any Adequate Assurance Request by mutual agreement with the Utility Provider 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 resolution from the Court. Absent compliance with the Adequate Assurance Procedures, the Utility Providers including, without limitation, those listed on the Utility Providers List, 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) prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Proposed Adequate Assurance.

**IV. Modifications to the Utility Providers List.**

14. 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 subsequently identify additional Utility Providers or discontinue any Utility Services, the Debtors seek authority, in their sole discretion, to amend the Utility Providers List to add or remove any Utility Provider. The Debtors further request that the relief requested in this Motion, including the proposed Adequate Assurance Procedures, and the Order shall apply to any Utility Provider subsequently added to the Utility Providers List (each, a “Subsequently Identified Utility Provider”), regardless of when such Utility Provider was added to the Utility Providers List. For any Subsequently Identified Utility Provider, the Debtors will increase the Adequate Assurance Deposit as soon as reasonably practicable by an amount equal to approximately one half of the Debtors’ average monthly cost from the Subsequently Identified Utility Provider, excluding any Prepetition Deposits held by such Subsequently Identified Utility Provider. The Debtors will serve a copy of this Motion and the Order on any Subsequently Identified Utility Provider, and any Subsequently Identified Utility Provider shall have twenty-one (21) days from the date of service of this Motion and the Order to make an Adequate Assurance Request. The Debtors shall have the period specified in the proposed Adequate Assurance Procedures to seek to resolve any Subsequently Identified Utility Provider’s Adequate Assurance Request by mutual agreement with the Utility Provider without further order of this Court or shall schedule a hearing with this Court to determine the adequacy of the assurance payment in accordance with the proposed Adequate Assurance Procedures.

15. The Debtors request that all Utility Providers, including any Subsequently Identified Utility Providers, be prohibited from altering, refusing, or discontinuing any Utility Services to the Debtors absent further order of the Court.

### **Basis for Relief**

16. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the Petition Date. *See* 11 U.S.C. § 366. Section 366(c) of the Bankruptcy Code requires the debtor to provide “adequate assurance” of payment for postpetition services in a form “satisfactory” to the utility provider within thirty (30) days of the petition date, or the utility provider may 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 for what constitutes “assurance of payment.” 11 U.S.C. § 366(c)(1). Although assurance of payment must be “adequate,” it need not constitute an absolute guarantee of a debtor’s ability to pay. *See In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338 (CS), 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”); *In re Tekoil & Gas Corp.*, No. 08-80270G3-11, 2008 WL 2928555, at \*2 n.1 (Bankr. S.D. Tex. July 21, 2008) (citing *In re Viking Offshore (USA) Inc.*, No. 08-31219-H3-11, 2008 WL 782449, at \*3 n.3 (Bankr. S.D. Tex. Mar. 20, 2008) (“[A] debtor may continue to pay a utility, and a utility may continue to provide service, in the absence of an injunction preventing the utility from terminating service.”)).

17. When considering whether a given assurance of payment is “adequate,” courts should examine the totality of the circumstances to determine 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) (citing *In re Cunha*, 1 B.R. 330 (Bankr. E.D. Va. 1979)). In determining the level of adequate assurance, however, “a bankruptcy court must focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” *Va. Elec. & Power*



*Co. v. Caldor, Inc.-N.Y.*, 117 F.3d 646, 650 (2d Cir. 1997) (internal quotations omitted) (citing *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987), *abrogated on other grounds by In re Lease-A-Fleet, Inc.*, 131 B.R. 945 (Bankr. E.D. Pa. 1991)).

18. Termination of the Utility Services could result in the Debtors' inability to operate their businesses to the detriment of all stakeholders. *See In re Pilgrim's Pride Corp.*, No. 08-45664 (DML), 2009 WL 7313309, at \*2 (Bankr. N.D. Tex. Jan. 4, 2009) ("The consequences of an unexpected termination of utility service to [the debtors] could be catastrophic.").

19. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services. The Debtors endeavor to pay all utility bills on time in the ordinary course of business. The Adequate Assurance Deposit and the Debtors' ongoing ability to meet obligations as they come due in the ordinary course of business provide assurance to the Utility Providers that the Debtors will pay their future obligations.

20. 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 Circuit City Stores Inc.*, No. 08-35653, 2009 WL 484553, at \*5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that "the plain language of [section] 366 of the Bankruptcy Code allows the Court to adopt the [p]rocedures set forth in the [u]tility [o]rder"). 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.* Notwithstanding a determination that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights that the Utility Providers believe they have under sections 366(b) and 366(c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. The Utility Providers still may choose, in accordance with

the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. Moreover, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each Utility Provider could make an extortionate, last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services.

21. The Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366 of the Bankruptcy Code. Similar procedures have been approved by this Court. *See, e.g., In re Digit. Media Sols., Inc.*, No. 24-90468 (ARP) (Bankr. S.D. Tex. Sept. 13, 2024) (approving adequate assurance deposit equal to approximately half of the Debtors' monthly utility expenses on a final basis); *In re SmileDirectClub, Inc.*, No. 23-90786 (CML) (Bankr. S.D. Tex. Oct. 2, 2023) (same); *In re Center for Autism and Related Disorders, LLC*, No. 23-90709 (DRJ) (Bankr. S.D. Tex. June, 12, 2023) (same); *In re Genesis Care Pty Ltd.*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023) (same); *In re Qualtek Servs. Inc.*, No. 23-90584 (CML) (Bankr. S.D. Tex. May 24, 2023) (same).

22. 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 the Adequate Assurance Procedures and the Proposed Adequate Assurance.

### **Emergency Consideration**

23. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant

relief within the first twenty-one (21) days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of their operations and any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Failure to receive the requested relief in this Motion during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

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

24. The Debtors have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations, and the anticipated access to debtor-in-possession financing and the consensual use of 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.

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

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

**Reservation of Rights**

26. Nothing contained herein or any actions taken pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed as: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. 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 of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**Notice**

27. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the Southern District of Texas;

(b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Consenting Term Loan Lenders; (d) the agent under the Debtors' Term Loan Facility, and counsel thereto; (e) the agent under the Debtors' DIP Facility, and counsel thereto; (f) counsel to Macquarie; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the state attorneys general for states in which the Debtors conduct business; (k) the Utility Providers; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page intentionally left blank.]*

The Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas  
September 25, 2024

/s/ Jason G. Cohen

---

**BRACEWELL LLP**

Jason G. Cohen (TX Bar No. 24050435)  
Jonathan L. Lozano (TX Bar No. 24121570)  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002  
Telephone: (713) 223-2300  
Facsimile: (800) 404-3970  
Email: jason.cohen@bracewell.com  
jonathan.lozano@bracewell.com

-and-

Mark E. Dendinger (*pro hac vice* pending)  
31 W. 52nd Street, Suite 1900  
New York, NY 10019  
Telephone: (212) 508-6100  
Facsimile: (800) 404-3970  
Email: mark.dendinger@bracewell.com

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

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Brian Schartz, P.C. (TX Bar No. 24099361)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: brian.schartz@kirkland.com

-and-

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

John R. Luze (*pro hac vice* pending)  
Rachael M. Bentley (*pro hac vice* pending)  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: john.luze@kirkland.com  
rachael.bentley@kirkland.com

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

**Certificate of Accuracy**

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

/s/ Jason G. Cohen

Jason G. Cohen

**Certificate of Service**

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

/s/ Jason G. Cohen

Jason G. Cohen

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

In re:

VERTEX ENERGY, INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 24-90507 (CML)  
)  
) (Joint Administration Requested)  
)  
) **Re: Docket No. \_\_**

**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**

Upon the emergency motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) approving the Proposed Adequate Assurance of payment for future Utility Services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Adequate Assurance 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 this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); 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 venue of this proceeding and the Motion in this district is proper pursuant

---

<sup>1</sup> 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/vertex>. The location of Debtor Vertex Energy, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1331 Gemini Street, Suite 250, Houston, Texas 77058.

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



to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Adequate Assurance Deposit and the Adequate Assurance Procedures are hereby approved and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. Within three (3) business days after entry of the Order, the Debtors shall serve a copy of the Motion and this Order to the Utility Providers on the Utility Providers List attached hereto as Exhibit 1.

3. 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.

4. The following Adequate Assurance Procedures are hereby approved:

- a. Subject to paragraphs (b)-(j) below, the Debtors shall deposit the Adequate Assurance Deposit in the amount of \$188,258 in the Adequate Assurance Account for the benefit of the Utility Providers as soon as reasonably practicable, but no later than fifteen (15) business days after the entry of this Order (or as soon as reasonably practicable thereafter).
- b. The funds in the Adequate Assurance Account shall constitute adequate assurance for each Utility Provider in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, and as may be amended or modified in accordance with this Order.

- c. A Utility Provider may request a disbursement from the Adequate Assurance Account if the Debtors have not satisfied their postpetition payment obligation with respect to the Utility Services in accordance with the terms and conditions of such service, and such payment obligation remains unpaid beyond any applicable grace period. No disbursement will be made for an Adequate Assurance Request from the Adequate Assurance Account unless the requesting Utility Provider provides notice to the following parties: (i) the Debtors, Vertex Energy, Inc., 1331 Gemini Street, Suite 250, Houston, Texas 77058 Attn: R. Seth Bullock; (ii) proposed co-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 Attn: Brian Schartz, P.C. (brian.schartz@kirkland.com), Josephine Fina (josephine.fina@kirkland.com), and Brian Nakhaimousa (brian.nakhaimousa@kirkland.com); and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn: John R. Luze (john.luze@kirkland.com) and Rachael M. Bentley (rachael.bentley@kirkland.com); (iii) proposed co-counsel to the Debtors, Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002, Attn: Jason G. Cohen (jason.cohen@bracewell.com) and Jonathan Lozano (jonathan.lozano@bracewell.com); and Bracewell LLP, 31 W. 52nd Street, Suite 1900, New York, New York 10019, Attn: Mark Dendinger (mark.dendinger@bracewell.com); and (iv) U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002 Attn: Andrew Jimenez, (Andrew.jimenez@usdoj.gov), and Jana Whitworth (jana.whitworth@usdoj.gov); and (v) counsel to any statutory committee appointed in these cases (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 a Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount so disbursed.
- d. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors automatically, without further order of the Court, on the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider’s final invoice in accordance with applicable nonbankruptcy law following the Debtors’ termination of Utility Services from such Utility Provider, (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, or (iii) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors.
- e. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within thirty (30) days beginning on the

Petition Date; *provided* that any Subsequently Identified Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve an Adequate Assurance Request on the Notice Parties within twenty-one (21) days from the date of service of the Motion and the Order.

- f. The Adequate Assurance Request must (i) be made in writing, (ii) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), the outstanding balance for each such account, and a summary of the Debtors' payment history relevant to the affected account(s), (iii) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment under section 366 of the Bankruptcy Code or the basis for the Adequate Assurance Request, each as applicable, and (iv) list all Prepetition Deposits (if applicable) that the Utility Provider holds for the Utility Services related to the Adequate Assurance Request.
- g. Unless and until a Utility Provider files and serves an Adequate Assurance Request in accordance with the Adequate Assurance Procedures, the Utility Provider will 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.
- h. The Debtors may, without further order from the Court, resolve an 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 cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable.
- i. If the Debtors and the Utility Provider are not able to reach an alternative resolution within fourteen (14) days of receipt of the Adequate Assurance Request, the Debtors or the Utility Provider may request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution of the Determination Hearing, the Utility Provider filing such Adequate Assurance Request will be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

- k. Any Utility Provider that objects to the Adequate Assurance Procedures may file an objection (an “Adequate Assurance Procedures Objection”). The Adequate Assurance Procedures Objection must: (i) be made in writing; (ii) explain why the Utility Provider believes the Proposed Adequate Assurance Procedures are not sufficient under section 366 of the Bankruptcy Code or the basis for seeking the Adequate Assurance Procedures Objection, as applicable; and (iii) be filed no later than 14 days after the entry of this Order. If the Debtors and the Utility Provider are not able to resolve such Adequate Assurance Procedures Objection within 14 days of receipt of such Adequate Assurance Procedures Objection, a hearing to resolve the Adequate Assurance Procedures Objection shall be held on [•], 2024, at 1:00 p.m., prevailing Central Time.

5. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

6. Absent compliance with the Adequate Assurance Procedures set forth in this Order, the Utility Providers including, without limitation, those listed on Exhibit 1 attached hereto, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors’ Proposed Adequate Assurance.

7. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. The Debtors are authorized to: (a) add any Subsequently Identified Utility Provider to the Utility Providers List; (b) remove any Utility Provider from the Utility Providers List; and (c) add to or subtract from the Adequate Assurance Deposit the portion of such deposit allocated to the added or removed Utility Providers or Subsequently Identified Utility Providers; *provided* that the Debtors shall provide notice (as set forth in paragraph 10 herein) to the Subsequently Identified Utility Provider of its addition to the Utility Providers List and of its corresponding

proposed Adequate Assurance Deposit; *provided, further*, that the Debtors shall provide fourteen (14) days' notice to the Utility Provider that it is being removed from the Utility Providers List and that the corresponding amount in the Adequate Assurance Deposit will be deducted from the Adequate Assurance Account.

9. With respect to an addition to the Utility Providers List, for any Subsequently Identified Utility Provider, the Debtors will increase the Adequate Assurance Deposit as soon as reasonably practicable by an amount equal to approximately one half of the Debtors' average monthly cost of services from the Subsequently Identified Utility Provider, excluding any Prepetition Deposits held by such Subsequently Identified Utility Provider. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Subsequently Identified Utility Provider may agree. The Debtors shall not deduct the Adequate Assurance Deposit in the amount set aside for any Utility Provider that the Debtors seek to terminate or delete from the Utility Providers List unless and until the fourteen (14) day notice period has expired.

10. The Debtors must: (a) serve any Subsequently Identified Utility Provider a copy of the Motion and this Order within three (3) business days of such provider being added to the Utility Providers List; (b) allocate additional amounts to the Adequate Assurance Deposit in accordance with this Order; and (c) provide notice to the Subsequently Identified Utility Provider of its proposed Adequate Assurance Deposit.

11. Any Subsequently Identified Utility Provider shall (a) be bound to the Adequate Assurance Procedures and (b) have twenty-one (21) days from the date of service of the Motion and this Order to make a request for additional adequate assurance of payment in accordance with the Adequate Assurance Procedures.

12. The Debtors are authorized to make payments to the Utility Providers in the ordinary course of business on a postpetition basis.

13. Notwithstanding anything to the contrary set forth herein, any payment made hereunder, and any authorization contained herein, shall be subject to the requirements imposed under any interim or final orders authorizing the Debtors' use of cash collateral and/or postpetition debtor-in-possession financing (any such order, a "DIP Order") and approved any budget in connection therewith. To the extent there is any inconsistency between the terms of any DIP Order (including any approved budget in connection therewith) and any approval or action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

14. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are

valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. The Debtors are authorized 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.

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

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

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

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

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

Dated: \_\_\_\_\_, 2024

---

CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Utility Providers List**



**Utility Providers List**

<b>Provider</b>	<b>Address</b>	<b>Service(s) Provided</b>	<b>Average Monthly Expenditure</b>	<b>Prepetition Deposits</b>	<b>Adequate Assurance Deposit</b>
8X8, INC.	675 CREEKSIDE WAY, CAMPBELL, CA 95008	Telecommunications	\$4,512	--	\$2,256
A-1 MCDUFFIE SANITATION LLC	4102 AZALEA PARK COURT, SEMMES, AL 36575	Waste Management	\$13,858	--	\$6,929
AIR BAGS, LLC	PO BOX 10, BELLE CHASSE, LA 70037	Waste Management	\$82	--	\$41
ALABAMA POWER COMPANY	600 N 18TH ST, P O BOX 2641, BIRMINGHAM, ALABAMA, 35203	Electric	\$1,253,285	\$1,475,000 <sup>1</sup>	--
AT&T INC.	208 S AKARD ST, DALLAS, TX 75202	Telecommunications	\$12,930	--	\$6,465
ATMOS ENERGY CORPORATION	1800 THREE LINCOLN CENTRE, 5430 LBJ FREEWAY, DALLAS, TX 75240	Gas	\$96,565	\$200,000	--
BCC WASTE SOLUTIONS LLC	107 SAINT FRANCIS ST, STE 2370, MOBILE, AL 36602	Waste Management	\$33	--	\$17
BI-COUNTY WATER SUPPLY CORPORATION	4094 FM 2254, PITTSBURG, TX 75686	Water	\$552	--	\$276
C SPIRE	1018 HIGHLAND COLONY PKWY. RIDGELAND, MS 39157	Telecommunications	\$419	--	\$210
CENTERPOINT ENERGY, INC.	1111 LOUISIANA STREET, HOUSTON, TX 77002	Gas / Electric	\$4,095	--	\$2,048

---

<sup>1</sup> Prepetition Deposit held in the form of a surety bond.

Provider	Address	Service(s) Provided	Average Monthly Expenditure	Prepetition Deposits	Adequate Assurance Deposit
CHARTER COMMUNICATIONS, INC.	400 WASHINGTON BOULEVARD, STAMFORD, CT 06902	Telecommunications	\$103	--	\$51
CITY OF CORPUS CHRISTI	1201 LEOPARD ST, CORPUS CHRISTI, TX 78401	Water	\$543	--	\$272
CITY OF PITTSBURGH	414 GRANT ST PITTSBURGH, PA 15219	Water	\$73	--	\$37
COMCAST CORPORATION	1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103	Telecommunications	\$2,364	--	\$1,182
COVANTA ENERGY, LLC	PO BOX 28893, NEW YORK, NY 10087-8893	Waste Management	\$429	--	\$214
COX COMMUNICATIONS, INC.	205 PEACHTREE DUNWOODY RD., ATLANTA, GA 30328	Telecommunications	\$1,629	--	\$814
CPS ENERGY	4525 RIGSBY AVENUE, SUITE 112, SAN ANTONIO, TX 78222	Electric	\$218	--	\$109
DIRECT ENERGY	2 GREENWAY PLZ SUITE 250, HOUSTON, TX 77046	Gas / Electric	\$647	--	\$323
ENTERGY CORPORATION	639 LOYOLA AVE STE 300 NEW ORLEANS, LA 70113	Electric	\$54,223	--	\$27,111
FRONTIER COMMUNICATIONS PARENT, INC.	1919 MCKINNEY AVE. DALLAS, TX 75201	Telecommunications	\$482	--	\$241
JEFFERSON PARISH WATER DEPARTMENT	1221 ELMWOOD PARK BOULEVARD SUITE 909. JEFFERSON, LA 70123	Water	\$41,931	--	\$20,965

<b>Provider</b>	<b>Address</b>	<b>Service(s) Provided</b>	<b>Average Monthly Expenditure</b>	<b>Prepetition Deposits</b>	<b>Adequate Assurance Deposit</b>
LINCOLN WASTE SOLUTIONS	PO BOX 7598, BLOOMFIELD, CT 06002	Waste Management	\$650	--	\$325
MANVILLE WATER SUPPLY CORPORATION	13805 STATE HWY 95, COUPLAND, TX 78615	Water	\$159	--	\$80
MOBILE AREA WATER & SEWER SYSTEM	4725 MOFFETT RD, MOBILE, AL 36618	Water	\$8,691	--	\$4,346
OKLAHOMA ELECTRIC COOPERATIVE	2520 HEMPHILL DR. NORMAN, OK 73069	Electric	\$238	--	\$119
PEOPLES TELEPHONE COOPERATIVE INC	02 NORTH STEPHENS QUITMAN, TX 75783	Telecommunications	\$150	--	\$75
PLAQUEMINES PARISH WATER DEPARTMENT	333 F. EDWARD HEBERT BOULEVARD BUILDING 100. BELLE CHASSE, LA 70037	Water	\$477	--	\$239
RELIANT ENERGY RETAIL HOLDINGS, LLC	910 LOUISIANA ST. HOUSTON, TX 77002	Electric	\$8,053	--	\$4,027
REWORLD WASTE, LLC	PO BOX 28893, NEW YORK, NY 10087-8893	Waste Management	\$731	--	\$366
RIVER BIRCH, LLC	2000 S. KENNER ROAD, AVONDALE, LA 70094	Waste Management	\$68,512	--	\$34,256
SAN ANTONIO WATER SYSTEM	2800 US HIGHWAY 281, SAN ANTONIO, TX 78212	Water	\$163	--	\$82
SANITATION SOLUTIONS, INC.	2146 S CHURCH ST, PARIS, TX 75460	Waste Management	\$804	--	\$402

<b>Provider</b>	<b>Address</b>	<b>Service(s) Provided</b>	<b>Average Monthly Expenditure</b>	<b>Prepetition Deposits</b>	<b>Adequate Assurance Deposit</b>
SHELL ENERGY NORTH AMERICA	1000 MAIN ST, STE 1700, HOUSTON, TEXAS 77002	Gas / Electric	\$1,223,374	\$1,750,000	--
SLEMCO	2727 SE EVANGELINE THRUWAY, LAFAYETTE, LA 70508	Electric	\$164	--	\$82
SOUTHEAST WATERWORKS DISTRICT NO. 2	417 TRAHAN, ABBEVILLE, LA 70510	Water	\$62	--	\$31
SOUTHERN DISPOSAL, INC.	194069 US HWY 271 S, ANTLERS, OK 74523	Waste Management	\$26,053	--	\$13,027
SOUTHWESTERN ELECTRIC POWER COMPANY	4421 W LOOP 281, LONGVIEW, TX 75604	Electric	\$532	--	\$266
SPIRE INC.	700 MARKET ST. ST. LOUIS, MO 63101	Gas	\$53,234	--	\$26,617
SUDDENLINK COMMUNICATIONS	111 STEWART AVENUE BETHPAGE, NY 11714	Telecommunications	\$269	--	\$135
TELECOM, INC.	2201 BROADWAY STE 103, OAKLAND, CALIFORNIA, 94612	Telecommunications	\$164	--	\$82
TIMBERLANE LANDFILL COMPANY	PO BOX 598, OAKDALE, LA 71463	Waste Management	\$8,876	--	\$4,438
TRI-COUNTY ELECTRIC COOPERATIVE INC.	200 BAILEY RANCH ROAD, ALEDO, TX 76008	Electric	\$19	--	\$10
UNITI GROUP INC	2101 RIVERFRONT DR STE A LITTLE ROCK, AR, 72202	Telecommunications	\$332	--	\$166

<b>Provider</b>	<b>Address</b>	<b>Service(s) Provided</b>	<b>Average Monthly Expenditure</b>	<b>Prepetition Deposits</b>	<b>Adequate Assurance Deposit</b>
UPSHUR RURAL ELECTRIC COOPERATIVE	1200 W TYLER ST, GILMER, TX 75644	Electric	\$4,479	--	\$2,240
US ECOLOGY	PO BOX 936227, ATLANTA, GA 31993-6227	Waste Management	\$27,971	--	\$13,986
VERIZON COMMUNICATIONS INC.	1095 AVENUE OF THE AMERICAS NEW YORK, NY 10036	Telecommunications	\$5,938	--	\$2,969
WASTE CONNECTIONS US INC.	310 LEXINGTON DR, RAYNE, LA 70578	Waste Management	\$1,312	--	\$656
WASTE MANAGEMENT OF NEW ORLEANS	PO BOX 9001054, LOUISVILLE, KY 40290-1054	Waste Management	\$4,712	--	\$2,356
WASTE MANAGEMENT OF TEXAS, INC. PASADENA	PO BOX 660345, DALLAS, TX 75266	Waste Management	\$1,846	--	\$923
WINDSTREAM HOLDINGS, INC.	005 RODNEY PARHAM ROAD, LITTLE ROCK, ARKANSAS, 72212	Telecommunications	\$8,364	--	\$4,182
WM CORPORATE SERVICES INC	PO BOX 55558, BOSTON, MA 02205-5558	Waste Management	\$4,437	--	\$2,218
<b>Total</b>			<b>\$2,949,742</b>	<b>\$3,425,000</b>	<b>\$188,258</b>