

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

WELLMACED FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Joint Administration Requested)

**EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICE, (II) DEEMING UTILITY PROVIDERS
ADEQUATELY ASSURED OF FUTURE PERFORMANCE, AND (III) ESTABLISHING
PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and a final order, substantially in the form attached hereto as **Exhibit B** (the “Final Order”, and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), (i) prohibiting Utility Providers (as defined below) from altering, refusing, or discontinuing service; (ii) deeming Utility Providers adequately assured of future performance; and (iii) establishing procedures for determining adequate assurance of payment. In support of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.



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relief requested in this Motion, the Debtors rely upon and incorporate by reference the *Declaration of David Baker in Support of Chapter 11 Petitions and First Day Pleadings* (“First Day Declaration”) filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), Local Rules 9006-2, 9013-1, and 9013-2, and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

A. The Chapter 11 Cases

3. On August 4, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. The Debtors continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

B. Utility Providers

7. In connection with the operation of their businesses, the Debtors obtain electricity, gas, water, internet, trash, and other similar services (collectively, the "Utility Services") from a number of utility companies (collectively, the "Utility Providers"), including those listed on Exhibit C attached hereto (the "Utility Provider List").²

8. In the ordinary course of business, the Debtors regularly incur utility expenses for the Utility Services and have a long and established payment history with most or all the Utility Providers. The Debtors' aggregate average monthly cost for the Utility Services over the 12 months preceding the Petition Date is \$126,971.58.

9. To the best of the Debtors' knowledge, there are no unpaid invoices outstanding for Utility Services. While the Debtors recognize that charges for Utility Services have accrued since the last invoice issued by each of the Debtors' Utility Providers, the Debtors have not yet received invoices for those charges. Therefore, unless any unintended payment interruptions have been caused by the filing of these Chapter 11 Cases, each of the Debtors' accounts for Utility Services are "current."

10. The Utility Services are essential to the preservation of the Debtors' estates, and therefore, to the success of these Chapter 11 Cases. If any Utility Provider refuses or discontinues service, even for a brief period, the Debtors' ability to preserve and maximize the value of their

² The inclusion of any entity on, as well as any omission of any entity from, the Utility Provider 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 thereto.

respective estates could be severely and irreparably harmed. For example, a lack of electricity, water, or internet service would render the Debtors' websites and offices inoperable, effectively shutting down the Debtors' business operations. Indeed, any interruption of the Utility Services would disrupt the Debtors' ability to operate and maintain their businesses and would thereby negatively affect the Debtors' customer relationships, revenues, and profits. Such a result could seriously jeopardize the Debtors' continued operations and, ultimately, their value and constituent recoveries. It is therefore critical that the Utility Services continue uninterrupted.

11. The Debtors seek the relief requested herein with respect to all Utility Providers providing Utility Services to the Debtors, including, but not limited to, those listed on the Utility Provider List. The Debtors reserve the right to supplement the Utility Provider List by filing a notice or notices (each, a "Supplemental Notice") with this Court.

RELIEF REQUESTED

12. By this Motion, the Debtors respectfully request entry of the Interim Order and the Final Order:

- (A) determining that the Utility Providers have been provided with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code;
- (B) approving the Debtors' proposed offer of adequate assurance and procedures governing requests by Utility Providers for additional or alternative adequate assurance;
- (C) prohibiting the Utility Providers from altering, refusing, or discontinuing the Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance; and
- (D) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed by this Motion.

A. Adequate Assurance

13. Generally, section 366 of the Bankruptcy Code prohibits utilities from altering, refusing, or discontinuing service to a debtor for the first 20 days of a bankruptcy case. 11 U.S.C. § 366(a)-(b). Under section 366(c)(2) of the Bankruptcy Code, however, in a chapter 11 case, a utility provider may refuse or discontinue service to a debtor after the first 30 days if the utility provider has not received from the debtor adequate assurance of future payment. 11 U.S.C. § 366(c)(2). Furthermore, upon expiration of such period, a utility provider cannot terminate its services if a debtor has furnished adequate “assurance of payment” within the meaning of section 366(c)(1)(A) of the Bankruptcy Code. *See* 11 U.S.C. §§ 366(c)(1)(A) and 366(c)(2).

14. The Debtors intend to timely pay all undisputed prepetition and postpetition obligations owed to the Utility Providers in the ordinary course of business (the “Ordinary Course Payments”). Upon entry of an order authorizing the Debtors to use cash collateral, cash held by the Debtors as of the Petition Date will provide sufficient liquidity to pay the Utility Services, in the ordinary course of business, in accordance with their prepetition practice. Further, Utility Providers holding prepetition deposits will be authorized to maintain those deposits.

15. The Debtors submit that the Ordinary Course Payments, along with the maintenance of any prepetition deposits (together, the “Proposed Adequate Assurance”) constitutes sufficient adequate assurance of the Utility Providers in full satisfaction of section 366 of the Bankruptcy Code. The Proposed Adequate Assurance will result in no prejudice to the Utility Companies and places them in the same position, from a loss, risk, and payment standpoint, as if these Chapter 11 Cases were not filed. In the event that any Utility Provider believes adequate assurance is required beyond the protections described herein, the Debtors propose that such Utility Provider request such assurance pursuant to the following procedures (the “Adequate Assurance Procedures”):

- (A) Except as provided by the Adequate Assurance Procedures, the Utility Providers will be prohibited from: (i) altering, refusing, or discontinuing services to, or otherwise discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than any prepetition deposits held by the Utility Providers.
- (B) If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment, the Utility Provider must serve a written request (an "Additional Assurance Request") upon: the Debtors setting forth (i) the type of Utility Services, the location(s) for which Utility Services are provided, and the account number(s) for such location(s), (ii) the outstanding balance for each account, (iii) a summary of the Debtors' payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, (iv) the amount and form of additional assurance of payment requested, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;
- (C) The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, c/o Wellmade Floor Coverings International, Inc., 1197 Peachtree St. NE, Suite 780, Atlanta, GA 30361, Attn: David Baker (dbaker@auroramp.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (iii) counsel for the Prepetition Lenders, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, GA 30309, Attn: Austin Jowers (AJowers@kslaw.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303; and (iv) counsel for the Official Committee of Unsecured Creditors, if any (collectively, the "Adequate Assurance Notice Parties");
- (D) Upon the Debtors' receipt of an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors will promptly negotiate with the requesting Utility Provider to resolve such Utility Provider's Additional Assurance Request;
- (E) The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without

further order of this Court, if the Debtors believe such additional assurance is reasonable;

- (F) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the “Determination Hearing”) for the next regularly scheduled hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.
- (G) Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors’ bankruptcy filing;
- (H) A Utility Provider that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have adequate assurance of payment that is satisfactory to such Utility Provider within the meaning of the Bankruptcy Code section 366(c)(2), subject to such Utility Provider’s right to seek a modification of adequate assurance under Bankruptcy Code section 366(c)(3); and
- (I) At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors’ notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

16. While the Debtors do not believe that any adequate assurance beyond that proposed is necessary, the Debtors submit that any Utility Provider that is dissatisfied with the Proposed Adequate Assurance should be required to make an Additional Assurance Request pursuant to the Adequate Assurance Procedures.

B. Subsequent Modifications of the Utility Provider List

17. Although the Debtors have made an extensive and good faith effort to identify all Utility Providers, certain Utility Providers that currently provide Utility Services to the Debtors may not be listed on the Utility Provider List. To the extent the Debtors subsequently identify additional Utility Providers or determine that an entity was improperly included as a Utility Provider on the Utility Provider List, the Debtors request the authority, in their sole discretion and

without further order of this Court, to amend the Utility Provider List to add or remove any Utility Provider. If the Debtors add Utility Providers (each, a “Subsequently Identified Utility Provider”) to the Utility Provider List, the Debtors will serve a copy of this Motion, the amended Utility Provider List, and the Interim Order or Final Order (as applicable) on the Subsequently Identified Utility Provider within five business days after the Debtors file a Supplemental Notice with the Court reflecting the revisions to the Utility Provider List.

18. The Debtors request that any entered orders relating to the Motion be binding on all Utility Providers, regardless of when any particular Utility Provider was added to the Utility Provider List; *provided, however*, that (i) if additional Utility Providers are added to such list, the Debtors request authority, without further order of the Court, to make all Ordinary Course Payments on account of all Utility Services provided by each such Subsequently Identified Utility Provider to the Debtors; and (ii) the Motion and any order related thereto will not be binding on any Subsequently Identified Utility Provider until such provider is (a) added to the Utility Provider List and served with copies of the Motion, Interim Order, and Final Order (if entered), and (b) the Debtors make all Ordinary Course Payments to such Subsequently Identified Utility Company.

19. In addition, the Debtors propose that any Subsequently Identified Utility Provider have the right to make an Additional Assurance Request on the Adequate Assurance Notice Parties. Should any Subsequently Identified Utility Company make an Additional Assurance Request, the Debtors request that such Subsequently Identified Utility Company be prohibited from discontinuing, altering, or refusing service to the Debtors, including as a result of unpaid charges for prepetition services, pending resolution of such request.

20. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

21. Nothing in an interim order or a final order on this Motion will constitute a finding that any entity is or is not a Utility Provider under section 366 of the Bankruptcy Code, whether or not such entity is included on the Utility Provider List.

22. Pending the entry of the Final Order with respect to the Motion and resolution of any Additional Assurance Request, Objection or Determination Hearing, the Debtors respectfully request that the Utility Providers, including any Subsequently Identified Utility Providers, be 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 or any other security for continued service, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Debtors further request that the Utility Providers, including any Subsequently Identified Utility Providers, be prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of the Court.

BASIS FOR RELIEF

23. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while, at the same time, providing utility companies with adequate assurance that debtors will pay for postpetition services. *See* H.R. REP. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Section 366(a) of the Bankruptcy Code prohibits utility companies from discontinuing, altering, or refusing service to a debtor. *See* 11

U.S.C. § 366(a). Pursuant to section 366(c)(2) of the Bankruptcy Code, however, in a chapter 11 case, a utility provider may refuse or discontinue service to a debtor after the first 30 days if the debtor has not furnished the utility provider with “adequate assurance of payment” within the meaning of section 366(c)(1)(A) of the Bankruptcy Code. 11 U.S.C. §§ 366(c)(1)(A) and 366(c)(2). Upon expiration of such period, a utility provider cannot terminate its services if a debtor has furnished adequate assurance of payment. 11 U.S.C. § 366(c).³

24. 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, e.g., In re Great Atl. & Pac. Tea Co.*, 2011 WL 5546954, at *5 (Bankr. 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”). The protection granted to a utility by section 366 of the Bankruptcy Code is intended to avoid exposing the utility to an unreasonable risk of nonpayment. *See In re Crystal Cathedral Ministries*, 454 B.R. 124, 131 (C.D. Cal. 2011); and *see In re FM Coal, et al.*, Case No.

³ Section 366 of the Bankruptcy Code applies to entities that are traditionally viewed as utilities, such as those that provide electricity, gas, telephone service or water, and to any entity that supplies services that cannot be readily obtained elsewhere, replaced, or which constitutes a monopoly with respect to the services that it provides to the debtor. *See, e.g., In re Ziff Davis Media Inc.*, Case No. 08-10768 (BRL) (Bankr. S.D.N.Y. Mar. 11, 2008) [Docket No. 48] (approving internet server providers as utilities for purposes of section 366); *One Stop Realtour Place, Inc. v. Allegiance Telecom of Penn., Inc. (In re One Stop Realtour Place, Inc.)*, 268 B.R. 430, 436-37 (Bankr. E.D. Pa. 2001) (provider of telephone service is a utility regardless of whether telephone service may be available from another provider); *In re Coastal Dry Dock & Repair Corp.*, 62 B.R. 879, 883 (Bankr. E.D.N.Y. 1986) (landlord of the Brooklyn Navy Yard “occupies ‘a special position with respect to the debtor’ in its role as [the debtor’s] utility supplier”); *see also In re Nortel Networks Inc.*, Case No. 09-10138 (KG) (Bankr. D. Del. Jan. 15, 2009) [Docket No. 46] (approving internet-related services as utilities for purposes of section 366). Despite the wide latitude afforded in determining those entities that constitute utilities under section 366, some of the companies listed on the Utility Provider List may also provide goods or services to the Debtors in a capacity other than that of a utility. With respect to any such goods or services, such companies are not entitled to adequate assurance under section 366. Moreover, the Debtors are not foreclosed from taking the position that any of the entities listed on the Utility Provider List are not utilities within the meaning of section 366.

20- 02783 (TOM) (Bankr., N.D. Ala. Sept. 1, 2020) (Dkt. Nos. 48, 132) (granting the debtors' motion approving adequate assurance to utility services based on the debtors' continuing to pay for utilities in the ordinary course and the utilities companies' maintenance of prepetition deposits); *Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 650 (2d Cir. 1997) ("Even assuming that 'other security' should be interpreted narrowly . . . a bankruptcy court's authority to 'modify' the level of the 'deposit or other security,' provided for under § 366(b), includes the power to require no 'deposit or other security' where none is necessary to provide a utility supplier with 'adequate assurance of payment.'").

25. When considering whether a given assurance of payment is "adequate," the Court should examine the totality of the circumstances to make an informed decision as to whether the Utility Provider will be subject to an unreasonable risk of nonpayment. *See 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 re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002). In determining the level of adequate assurance, however, "a bankruptcy court must focus upon the need of the utility for assurance, and . . . require that the debtor supply no more than that[.]" since the debtor typically has a "conflicting need to conserve scarce financial resources." *Va. Elec. & Power Co.*, 117 F.3d at 650 (internal quotations omitted) (citing *In re Penn Jersey Corp.*, 72 B.R. 981, 98 (Bankr. E.D. Pa. 1987)).

26. Courts have long recognized that adequate assurance of performance does not constitute an absolute guarantee of a debtor's ability to pay. *See In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("[Section 366(b)] does not require an 'absolute guarantee of payment.'"); *In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) ("Adequate assurance of payment is not, however, absolute assurance."); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr.

S.D.N.Y. 2002) (“In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment”); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987) (“[Section] 366 contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor’s financial circumstances”). Accordingly, demands by a Utility Provider for a guarantee of payment when they already have adequate assurance of payment in light of the Debtors’ specific circumstances should be refused.

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 Circuit City Stores Inc.*, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that “the plain language of §366 of the Bankruptcy Code allows the court to adopt the 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. Here, although the Ordinary Course Payments – along with any prepetition deposits – are sufficient adequate assurance, and any rights the Utility Providers may have under sections 366(b) and (c)(2) of the Bankruptcy Code are preserved by 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. *See Id.* at *6. However, the Adequate Assurance Procedures allow the Debtors to avoid a chaotic set of circumstances where a Utility Provider could make a last-minute demand for adequate assurance that would force the Debtors to pay under the threat of losing critical Utility Services. *See Id.* at *5.

29. The Court has authority to approve the proposed Adequate Assurance Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code provides that the Court “may 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 purpose of section 105(a) of the Bankruptcy Code is “to assure the bankruptcy courts [sic] power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction.” 2 Collier on Bankruptcy ¶ 105.01, at 105-5 to 105-6 (16th ed. 2024).

30. The proposed Adequate Assurance Procedures set forth a fair process that will enable all parties to negotiate their respective positions and, where necessary, seek Court intervention without jeopardizing the Debtors’ Chapter 11 Cases, while preserving the Utility Providers’ rights under section 366 of the Bankruptcy Code. Courts have approved similar procedures in other recent chapter 11 cases. *See, e.g., In re OTB Holding LLC*, Case No. 25-52415 (SMS) (Bankr. N.D. Ga. Mar. 7, 2025) [Docket No. 51]; *In re LaVie Care Centers, LLC*, Case No. 24-55507 (PMB) (Bankr. N.D. Ga. June 27, 2024) [Docket No. 173]; *In re Regional Housing & Cmty. Servs. Corp.*, Case No. 21-41034 (PWB) (Bankr. N.D. Ga. Sept. 22, 2021) [Docket No. 57]; *In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Feb. 13, 2020) [Docket No. 159]; *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 12, 2019) [Docket No. 276]; *In re Premier Cajun Kings, LLC*, Case No. 23-00656 (DSC) (Bankr. N.D. Ala. Mar. 14, 2023) (Docket No. 133); *In re FM Coal, et al.*, Case No. 20-02783 (TOM) (Bankr., N.D. Ala. Sept. 1, 2020) (Docket No. 132); *In re Mission Coal Co., LLC*, Case No. 18-04177(TOM) (Bankr. N.D. Ala. Nov. 21, 2018) (Docket No. 311); *In re Walter Energy, Inc.*, Case No. 15-02741 (TOM) (Bankr. N.D. Ala. July 15, 2015) (Docket No. 505). Accordingly, the Debtors believe that the proposed Adequate Assurance Procedures should be approved.

**REQUEST FOR IMMEDIATE RELIEF AND WAIVER OF STAY
TO AVOID IMMEDIATE AND IRREPARABLE HARM**

31. The relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein and in the First Day Declaration. Therefore, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

32. Bankruptcy Rule 6003 provides that the Court may grant relief within 21 days after the filing of the petition regarding “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” only if such relief is necessary to avoid immediate and irreparable harm. Fed R. Bankr. P. 6003(b). As set forth in this Motion and the First Day Declaration, any disruption of the Utility Services would severely disrupt the Debtors’ operations at this critical juncture and could imperil the Debtors’ restructuring. Accordingly, Bankruptcy Rule 6003 is satisfied, and the relief requested herein should be granted.

33. Additionally, the Debtors further seek a waiver of any stay of the effectiveness of an order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The relief requested in this Motion is essential to prevent immediate and irreparable damage to the Debtors’ operations, going-concern value, and their efforts to pursue a resolution to these Chapter 11 Cases. Accordingly, the 14-day stay under Bankruptcy Rule 6004(h) should be waived.

RESERVATION OF RIGHTS

34. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair,

prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action; or (iv) shall be construed as a promise to pay a claim.

NOTICE

35. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors' prepetition lender; (c) creditors holding the 30 largest unsecured claims against the Debtors; (d) the United States Attorney for the Northern District of Georgia; (e) the Georgia Department of Revenue; (f) the Internal Revenue Service; (g) the Securities & Exchange Commission; (h) the Georgia Secretary of State; (i) the states attorneys general for states in which the Debtors conduct business; (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.

NO PRIOR REQUEST

36. No previous request for the relief sought herein has been made by the Debtors to this Court or any other court.

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CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Orders granting the relief requested herein and such other and further relief as is just and proper.

Dated: August 4, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

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Proposed Counsel for the Debtors in Possession

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Joint Administration Requested)

Re: Docket No. _

**INTERIM ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING,
REFUSING OR DISCONTINUING SERVICE, (II) DEEMING UTILITY PROVIDERS
ADEQUATELY ASSURED OF FUTURE PERFORMANCE, AND (III) ESTABLISHING
PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT**

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders*
(I) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Service, (II) Deeming
Utility Providers Adequately Assured of Future Performance, and (III) Establishing Procedures

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

for Determining Adequate Assurance of Payment (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis to the extent provided herein.
2. The Debtors are authorized but not directed to deliver Ordinary Course Payments to Utility Providers (identified on Exhibit C to the Motion) providing postposition Utility Services, with said payments authorized to begin upon the entry of this Order and to continue upon entry of a final order granting this Motion. In the absence of an Adequate Assurance Request (as Defined below) delivery of the Order Course Payments, along with any prepetition deposits, shall be deemed sufficient and satisfactory adequate assurance pursuant to section 366 of the Bankruptcy Code.
3. The following procedures (the “Adequate Assurance Procedures”) are hereby approved with respect to all Utility Providers, including any Subsequently Identified Utility Provider:
 - A. Except as provided by the Adequate Assurance Procedures, the Utility Providers will be prohibited from: (i) altering, refusing, or discontinuing services to, or otherwise discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors

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

for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than any prepetition deposits held by the Utility Providers;

- B. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment, the Utility Provider must serve a written request (an "Additional Assurance Request") upon: the Debtors setting forth (i) the type of Utility Services, the location(s) for which Utility Services are provided, and the account number(s) for such location(s), (ii) the outstanding balance for each account, (iii) a summary of the Debtors' payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, (iv) the amount and form of additional assurance of payment requested, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;
- C. The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, c/o Wellmade Floor Coverings International, Inc., 1197 Peachtree St. NE, Suite 780, Atlanta, GA 30361, Attn: David Baker (dbaker@auroramp.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (iii) counsel for the Prepetition Lenders, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, GA 30309, Attn: Austin Jowers (AJowers@kslaw.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303; and (iv) counsel for the Official Committee of Unsecured Creditors, if any (collectively, the "Adequate Assurance Notice Parties");
- D. Upon the Debtors' receipt of an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors will promptly negotiate with the requesting Utility Provider to resolve such Utility Provider's Additional Assurance Request;
- E. The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without further order of this Court, if the Debtors believe such additional assurance is reasonable;
- F. Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice,

calendar the matter (the “Determination Hearing”) for the next regularly scheduled hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

- G. Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors’ bankruptcy filing;
- H. A Utility Provider that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have adequate assurance of payment that is satisfactory to such Utility Provider within the meaning of the Bankruptcy Code section 366(c)(2), subject to such Utility Provider’s right to seek a modification of adequate assurance under Bankruptcy Code section 366(c)(3); and
- I. At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors’ notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

4. The Debtors are authorized, in their sole discretion, to amend the Utility Providers List to add or remove any Utility Provider, and all provisions of this Order shall apply to any such Subsequently Identified Utility Provider that is added to such list; *provided, however*, that if additional Utility Providers are added to the Utility Provider List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion and this Order on any Subsequently Identified Utility Provider, along with an amended Utility Provider List; and (ii) make all Ordinary Course Payments to such Subsequently Identified Utility Provider. Such Subsequently Identified Utility Provider shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

5. Pending entry of the Final Order and resolution of any Additional Assurance Request, Objection or Determination Hearing, the Utility Providers 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 or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Providers are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

6. For the avoidance of doubt, the terms of this Order, including the Adequate Assurance Procedures, shall apply to each Utility Provider, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Providers that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request or file an Objection in accordance with this Order.

7. Notwithstanding the relief granted herein or any actions taken pursuant thereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

8. Notwithstanding anything to the contrary in the Motion or this Interim Order, any payment authorized to be made by the Debtors herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively, a “Financing Order”), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Interim Order and a Financing Order, the terms of the Financing Order shall control. i

9. A final hearing to consider the relief requested in the Motion shall be held on _____, **2025 at ____: ____ .m. (prevailing Eastern Time)** and any objections to entry of such order shall be in writing and filed with this Court no later than _____, **2025 at 4:00 p.m. (prevailing Eastern Time)** and served on: (i) the Debtors, c/o Wellmade Floor Coverings International Inc., 1197 Peachtree St. NE, Suite 780, Atlanta, GA 30361, Attn: David Baker (dbaker@auroramp.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (iii) counsel for the Prepetition Lenders, King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Austin Jowers (AJowers@kslaw.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

11. The requirements of Bankruptcy Rule 6003(b) are satisfied.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and

enforceable immediately upon entry hereof.

13. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

John D. Elrod, GA Bar No. 246604

Jake Evans, GA Bar No. 797018

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Proposed Counsel for the Debtors in Possession

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Office of the United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Joint Administration Requested)

Re: Docket No. _

**FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING,
REFUSING OR DISCONTINUING SERVICE, (II) DEEMING UTILITY PROVIDERS
ADEQUATELY ASSURED OF FUTURE PERFORMANCE, AND (III) ESTABLISHING
PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT**

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders
(I) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Service, (II) Deeming
Utility Providers Adequately Assured of Future Performance, and (III) Establishing Procedures*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

for Determining Adequate Assurance of Payment (the “Motion”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having jurisdiction to enter a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized but not directed to deliver to Ordinary Course Payments to Utility Providers (identified on Exhibit C to the Motion) providing postposition Utility Services, with said payments authorized to begin upon the entry of this Order and to continue upon entry of a final order granting this Motion. In the absence of an Adequate Assurance Request (as Defined below) delivery of the Order Course Payments, along with any prepetition deposits, shall be deemed sufficient and satisfactory adequate assurance pursuant to section 366 of the Bankruptcy Code.
3. The following procedures (the “Adequate Assurance Procedures”) are hereby approved with respect to all Utility Providers, including any Subsequently Identified Utility Provider:

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

- A. Except as provided by the Adequate Assurance Procedures, the Utility Providers will be prohibited from: (i) altering, refusing, or discontinuing services to, or otherwise discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than any prepetition deposits held by the Utility Providers;
- B. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment, the Utility Provider must serve a written request (an "Additional Assurance Request") upon: the Debtors setting forth (i) the type of Utility Services, the location(s) for which Utility Services are provided, and the account number(s) for such location(s), (ii) the outstanding balance for each account, (iii) a summary of the Debtors' payment history on each account and whether any deposits or prepayments have been made by the Debtors to the Utility Provider, (iv) the amount and form of additional assurance of payment requested, and (v) an explanation of why the Adequate Assurance Deposit is inadequate assurance of payment;
- C. The Additional Assurance Request must be served on the following notice parties: (i) the Debtors, c/o Wellmade Floor Coverings International, Inc., 1197 Peachtree St. NE, Suite 780, Atlanta, GA 30361, Attn: David Baker (dbaker@auroramp.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (iii) counsel for the Prepetition Lenders, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, GA 30309, Attn: Austin Jowers (AJowers@kslaw.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303; and (iv) counsel for the Official Committee of Unsecured Creditors, if any (collectively, the "Adequate Assurance Notice Parties");
- D. Upon the Debtors' receipt of an Additional Assurance Request in compliance with the Adequate Assurance Procedures, the Debtors will promptly negotiate with the requesting Utility Provider to resolve such Utility Provider's Additional Assurance Request;
- E. The Debtors may resolve any Additional Assurance Request by agreement with the relevant Utility Provider and without further order of this Court, and may, in connection with any such agreement provide such Utility Provider with additional adequate assurance of future payment including, but not limited to, cash deposits, prepayments, or other security, without

further order of this Court, if the Debtors believe such additional assurance is reasonable;

- F. Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the “Determination Hearing”) for the next regularly scheduled hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.
- G. Pending resolution of any such Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or the Debtors’ bankruptcy filing;
- H. A Utility Provider that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have adequate assurance of payment that is satisfactory to such Utility Provider within the meaning of the Bankruptcy Code section 366(c)(2), subject to such Utility Provider’s right to seek a modification of adequate assurance under Bankruptcy Code section 366(c)(3); and
- I. At any time, the Debtors may terminate service from any of the Utility Providers, such termination being effective immediately upon the Debtors’ notice to the Utility Provider. At such time, the Debtors shall no longer be required to make any payments to such Utility Provider for any services provided after such termination, and any excess payments shall be returned immediately.

4. The Debtors are authorized, in their sole discretion, to amend the Utility Providers List to add or remove any Utility Provider, and all provisions of this Order shall apply to any such Subsequently Identified Utility Provider that is added to such list; *provided, however*, that if additional Utility Providers are added to the Utility Provider List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion and this Order on any Subsequently Identified Utility Provider, along with an amended Utility Provider List; and (ii) make all Ordinary Course Payments to such Subsequently Identified Utility Provider. Such Subsequently Identified Utility Provider shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion. For any entity that is removed from the Utility Provider List, the Debtors shall serve that entity with a notice of removal

and such entity shall have 14 calendar days from the date of service of such notice to object to that removal.

5. Pending resolution of any Additional Assurance Request, Objection or Determination Hearing, the Utility Providers 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 or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Providers are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

6. For the avoidance of doubt, the terms of this Order, including the Adequate Assurance Procedures, shall apply to each Utility Provider, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Providers that believe its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request or file an Objection in accordance with this Order.

7. Notwithstanding the relief granted herein or any actions taken pursuant thereto, nothing herein shall be deemed: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined hereunder; (v) a request or authorization to assume any agreement,

contract or lease pursuant to section 365 of the Bankruptcy Code; or (vi) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

8. Notwithstanding anything to the contrary in the Motion or this Final Order, any payment authorized to be made by the Debtors herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively, a "Financing Order"), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Interim Order and a Financing Order, the terms of the Financing Order shall control.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation and/or interpretation of this Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

John D. Elrod, GA Bar No. 246604

Jake Evans, GA Bar No. 797018

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362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

Exhibit C

Utility Provider List

Debtor	Utility	Address	Type of Service	Projected Monthly Average
Wellmade Industries MFR. N.A LLC	Bartow County Water Department	50 Nelson Street Cartersville, GA 30120	Water; Sprinkler	\$1,957.45
Wellmade Industries MFR. N.A LLC	City of Cartersville	10 N Public Square, Cartersville, GA 30120	Internet	\$509.33
Wellmade Industries MFR. N.A LLC	City of Cartersville	10 N Public Square, Cartersville, GA 30120	Gas	\$111.19
Wellmade Floor Coverings International, Inc.	City of Tualatin	18880 SW Martinazzi Ave, Tualatin, OR 97062-7092	Water	\$735.85
Wellmade Industries MFR. N.A LLC	Georgia Power	241 Ralph McGill Boulevard NE, Atlanta, GA 30308	Electricity	\$121,340.08
Wellmade Floor Coverings International, Inc.	NW Natural	250 SW Taylor St, Portland, OR 97204	Gas	\$518.06
Wellmade Floor Coverings International, Inc.	PGE	121 Salmon Street, Portland, OR 97204	Electricity	\$741.04
Wellmade Industries MFR. N.A LLC	Republic Services	40 Halls Station Rd NW, Adairsville, GA 30103	Disposal	\$3,562.86
Wellmade Floor Coverings International, Inc.	Republic Services (Allied Waste)	10239 NE Marx St, Portland, OR 97220	Disposal	\$955.51
Wellmade Floor Coverings International, Inc.	Ziply Fiber	PO Box 369 Atwood, CA 92811	Internet	\$600.00