

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:)	
BRUNO'S SUPERMARKETS, LLC,)	
)	Chapter 11
Debtor.)	Case No. 09-00634s
)	

**DEBTOR'S MOTION PURSUANT TO 11 U.S.C. §§ 105 AND 366 FOR ORDER
(I) APPROVING DEBTOR'S ADEQUATE ASSURANCE OF POST-PETITION
PAYMENTS TO UTILITY COMPANIES AND DEEMING UTILITY COMPANIES
ADEQUATELY ASSURED, (II) PROHIBITING THE UTILITY COMPANIES FROM
ALTERING, REFUSING, OR DISCONNECTING SERVICES, AND
(III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR
ADDITIONAL ASSURANCE**

COMES NOW, Bruno's Supermarkets, LLC ("Bruno's" or "Debtor"), as debtor and debtor-in-possession and pursuant to §§ 105 and 366 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), moves this Court (the "Motion") to enter an order in the form attached hereto as Exhibit "A" (i) approving Debtor's adequate assurance of post-petition payments to the Utility Companies (as defined herein) and deeming the Utility Companies adequately assured; (ii) prohibiting the Utility Companies from altering, refusing, or disconnecting service on account of pre-petition invoices; and (iii) establishing procedures for resolving subsequent requests, if any, for additional adequate assurance of payment by the Utility Companies. In support of this Motion, Debtor relies on the *Affidavit of James Grady In Support Of Chapter 11 Petition And First Day Motions*, filed contemporaneously herewith, and states as follows:

JURISDICTION AND VENUE

1. On February 5, 2009, (the "Petition Date"), Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Clerk of this Court. Debtor continues to operate its business and manage its assets as debtor-in-possession pursuant to §§ 1107(a) and 1108.

2. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of Debtor's chapter 11 case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are §§ 105(a) and 366 of the Bankruptcy Code.

FACTUAL BACKGROUND

Company Background and Industry

3. Bruno's is a privately held company headquartered in Birmingham, Alabama that owns and operates three grocery store chains: Bruno's, Food World, and FoodMax. Combined, Bruno's has a total of 66 locations in Alabama and the Florida panhandle. There are a total of 2 FoodMax locations. Food World has 41 locations with approximately 34 stores in Alabama and 7 stores in Florida. Bruno's has a total of 23 locations with 21 stores in Alabama and 2 stores in Florida. Bruno's employs a total of approximately 4,200 employees, approximately 40% of which are full time employees and approximately 60% of which are part time employees. Bruno's has a total of 2,600 union employees and 1,600 non-union employees. Bruno's is a party to certain collective bargaining agreements with the United Food & Commercial Workers Local #1657 (collectively, the "CBA"), and the majority of Bruno's employees are covered by the CBA.

4. Bruno's was founded in 1933 by Joe Bruno with the opening of an 800 square foot corner grocery store in Birmingham, Alabama. By 1959, Bruno's had grown to be a chain

of 10 grocery stores. In 1972, Bruno's launched Food World, which was designed as a chain of discount grocery stores. By the early 1990s, Bruno's was one of the Top 40 grocery store chains in the country as measured by sales volume. In 1995, after a prolonged period of stagnant sales and earnings, Bruno's was acquired by Kohlberg Kravis Roberts & Co in a leveraged buyout. Due to the significant debt incurred by Bruno's through the leveraged buyout and substantial losses in 1996 and 1997, Bruno's filed for bankruptcy under chapter 11 of the Bankruptcy Code in early 1998. At the time of Bruno's emergence from bankruptcy in 2000, Bruno's operated approximately 152 stores in Alabama, Georgia, Florida and Mississippi. Bruno's was acquired, in 2001, by Ahold USA, Inc., the U.S. subsidiary of Royal Ahold, an international supermarket conglomerate. In 2005, Bruno's was sold to Lone Star Fund V (U.S.), L.P. ("Lone Star Five"), one of the funds held by the private equity firm Lone Star Funds. Following the sale to Lone Star Five, Bruno's sold approximately 100 of its stores to C & S Wholesale Grocers.

Debt Structure

5. Bruno's has a revolving line of credit with Regions Bank (the "Revolver"). The current amount outstanding under the Revolver is approximately \$10.8 million. The Revolver is secured by the majority of Bruno's assets. Bruno's owes approximately \$22.5 million in accounts payable to trade and other creditors. There is also approximately \$6.8 million owed to various state and local taxing authorities. Bruno's also owes an affiliated company, Bi-Lo, LLC ("Bi-Lo"), approximately \$3.5 million.

6. The vast majority of Bruno's grocery stores are located on leased property. Bruno's does, however, own the real property on which five of its stores are located.

Events Leading to Bankruptcy

7. Debtor's bankruptcy filing has been precipitated by a variety of factors that have led to a deterioration in Bruno's business and a lack of liquidity. Over the past 18 months, the country has seen a significant decline in the economy as a whole. The economic decline has resulted in a significant decrease in consumer spending, including food and grocery items. This decreased demand has led to a decline in Bruno's sales.

8. Furthermore, Bruno's has also seen an increased amount of competition in its core market from other grocers. With an abundance of older locations, Bruno's has had difficulty competing with the newer grocery stores that have moved into its markets. This increased competition from newer grocery stores has reduced Bruno's market share.

9. Additionally, the frozen credit markets have limited the availability of capital for improvements to Bruno's stores to allow Bruno's to compete with the newer stores of its competitors. Furthermore, the lack of available capital has resulted in Bruno's being unable to locate sufficient working capital with which to operate its stores.

RELIEF REQUESTED

10. By this Motion, Debtor respectfully requests the entry of an order, pursuant to § 366 of the Bankruptcy Code: (i) approving Debtor's adequate assurance of post-petition payments to the Utility Companies and deeming the Utility Companies adequately assured; (ii) prohibiting the Utility Companies from altering, refusing, or disconnecting service on account of pre-petition invoices, and (iii) establishing procedures for resolving subsequent requests, if any, for additional adequate assurance of payment by the Utility Companies.

BASIS FOR RELIEF

A. Importance Of Uninterrupted Utility Services.

11. Debtor currently operates sixty-six (66) grocery stores which carry, among other things, perishable foodstuffs. In connection with the operation of its business and the

management of its assets, Debtor obtains telephone, electricity, gas, water, sewer, waste management, and other similar services (collectively, the "Utility Services") from approximately ninety (90) different companies (the "Utility Companies").¹ Attached hereto as Exhibit "B" is a list of all, or substantially all, of the Utility Companies providing services to Debtor as of the Petition Date.

12. Should one or more of the Utility Companies refuse or discontinue service even for a brief period, operations of Debtor would be severely disrupted. Such an interruption would damage customer relationships, revenue, and profits and would ultimately adversely affect Debtor's efforts to reorganize. Moreover, such an interruption would result in a diminution in value of Debtor's assets and cause irreparable harm to Debtor's estate. For example, if a provider of electricity were to terminate or disrupt service to Debtor, perishable goods (including dairy, meat, and produce products) would spoil in short order. In addition, if Debtor's waste is not removed from the premises of its stores, unsanitary and unpleasant conditions would become manifest. As a result of the foregoing, customer confidence in the quality of Debtor's products would likely be lost which, in turn, would affect Debtor's ability to generate revenue. Clearly, maintaining uninterrupted Utility Services is essential to Debtor's ability to maintain its business operations and to preserve the value of its assets.

13. Pursuant to § 366 of the Bankruptcy Code, in the thirty-day period beginning on the petition date in a chapter 11 case, a utility may not alter, refuse, or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of the case or the failure

¹ While the term "utility" is not defined in the Bankruptcy Code, courts have concluded that § 366 is not limited to public utilities, and that "utility" is meant to be interpreted broadly so as to include entities that occupy "some special position with respect to debtor, such as an electric company, gas supplier or telephone company that is a monopoly in the area so that debtor cannot easily obtain comparable services from another utility." H.R. Rep. 595, 95th Cong., 1st Sess. 350 (1977); S. Rep. No. 989, 95th Cong., 2nd Sess. 60 (1978). See also *In re One Stop Realtour Place, Inc.*, 268 B.R. 430, 436-38 (Bank. E.D. Pa. 2001); *In re Moorefield*, 218 B.R. 795, 797 (Bankr. M.D.N.C. 1997); *In re Good Time Charlie's Ltd.*, 25 B.R. 226 (Bankr. E.D. Pa. 1982).

of debtor to pay a pre-petition debt. Utilities arguably may discontinue service, however, if debtor does not, within twenty days following the petition date, provide adequate assurance of its future performance of post-petition obligations to them. Section 366 of the Bankruptcy Code provides, in pertinent part:

(a) Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or debtor solely on the basis of the commencement of a case under this title or that a debt owed by debtor to such utility for service rendered before the order for relief was not paid when due.

(b) Such utility may alter, refuse, or discontinue service if neither the trustee nor debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date.

11 U.S.C. § 366(a)-(b). Section 366(c)(2) of the Bankruptcy Code further provides, however, that:

(2) Subject to paragraphs (3) and (4), with respect to a case filed under chapter 11, a utility referred to in subsection (a) may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.

Id. at § 366(c).

14. The policy underlying § 366 of the Bankruptcy Code is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing utility companies with adequate assurance that debtor will pay for post-petition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306.

15. As set forth herein, this policy is furthered by the relief requested through the Motion.

B. The Proposed Adequate Assurance.

16. Contemporaneously herewith, Debtor has requested authorization to obtain debtor-in-possession financing which, if approved, will provide Debtor with more than sufficient availability of funds with which to pay all post-petition utility charges. While Debtor submits that, in addition to the revenue generated from normal business operations, its borrowings pursuant to its post-petition credit facility is sufficient adequate assurance of timely payment of future utility services, Debtor proposes to establish at the expiration of the twenty (20) day period contemplated by § 366(b) a "Utility Deposit Account" in the amount of \$800,000.00, which amount is equal to the approximate fifteen (15) day aggregate expenditure for all of the Utility Services provided by all of the Utility Companies, calculated upon the historical average of utility charges incurred by Debtor over the twelve (12) months before the Petition Date.²

17. The Utility Deposit Account would serve a cash security deposit to provide adequate assurance of payment for Utility Services provided to Debtor after the Petition Date. The Utility Deposit Account would be segregated in a separate account to be administered by Debtor in accordance with the order entered by the Court. Upon the failure to timely pay, if any, by Debtor for payments to a Utility Company for post-petition Utility Services billed in the same manner and timing as were billed pre-petition, the post-petition services may be paid directly from the Utility Deposit Account as set forth herein.

18. In the event Debtor fails to timely pay for post-petition Utility Services, the affected Utility Company would be permitted to submit a payment request to Debtor, in the form

² In addition to the utility services provided to the sixty-six (66) stores which are currently operated by Debtor in the normal course of business, minimal utility services are also provided to fifteen (15) closed stores, the maintenance for which Debtor remains responsible. The total monthly amount of expenditures for utility services in connection with the closed stores is nominal. These amounts have been figured into the calculation of the two-week average utility expense stated herein.

attached hereto as Exhibit "C" (the "Payment Request"), in the amount of the unpaid charges for the post-petition services. The Payment Request requires only that the Utility Company: (i) certify that Debtor defaulted in the payment of post-petition Utilities Services; (ii) state the amount on account of such Utility Services that are due, outstanding, and unpaid; (iii) certify that the amount is not and does not relate to an additional adequate assurance request; and (iv) provide wire transfer or other payment instructions. The Payment Request shall be sent to Debtor, with a copy to Debtor's counsel, by electronic mail or by fax, with a copy sent by U.S. Mail, as set forth in therein.

19. Upon receipt of the Payment Request, Debtor shall have five business (5) days within which to either resolve the Payment Request with the Utility Company or to cure the aforementioned payment default. If the matter is not resolved or payment of the invoice is not received by the Utility Company by the sixth (6th) business day following submission of the Payment Request, Debtor shall have five (5) days within which to make payment from the Utility Deposit Account or to seek immediate redress from the Court. Pending resolution and/or disposition of any disputed matter by the Court, the Utility Company may not alter, refuse, or discontinue services to Debtor. Any payments made to the Utility Companies with respect to such Payment Request shall be without prejudice to any and all rights, claims and/or defenses of Debtor, including but not limited to Debtor's right to contest such Payment Request in this Court, or any court with jurisdiction.

20. Any payments made from the Utility Deposit Account shall be made by Debtor in the order that the Payment Requests were actually received by Debtor. Following payment of any Payment Request from the Utility Deposit Account, Debtor shall take steps to timely replenish the Utility Deposit Account to ensure that the reserve of \$800,000.00 is maintained,

provided that Debtor has sufficient availability under the post-petition credit facility, if any, to make such replenishment.

C. The Additional Assurance Request Procedures.

21. Debtor anticipates that certain of the Utility Companies may not find the Utility Deposit Account "satisfactory" and may request additional adequate assurance of payment pursuant to § 366(c)(2) of the Bankruptcy Code. Accordingly, Debtor proposes the following procedures to address requests for additional adequate assurances, hereinafter, the "Additional Assurance Request Procedures"):

(a) In the event that a Utility Company maintains that the Utility Deposit Account is unsatisfactory as adequate assurance of payment, the Utility Company must serve a request (a "Request") for adequate assurance in addition to or in lieu of its rights in the Utility Deposit Account so that it is received by the following persons within thirty (30) days of the Petition Date (the "Request Deadline"): (i) BURR & FORMAN, LLP, Attn: John R. Lehman II, Esq., 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, email: jlehman@burr.com, facsimile: (205) 244-5744; (ii) Bruno's Supermarkets, LLC, Attn: James Grady, Chief Restructuring Officer, 1800 International Park Drive, Suite 500, Birmingham, Alabama 35243, email: jgrady@alvarezandmarsal.com, facsimile (205) 916-5258; and (iii) Counsel to Debtor's post-petition lender;

(b) The Request must: (i) be made in writing, (ii) set forth the location for which utility services are provided, (iii) specify the amount and nature of assurance of payment which would be satisfactory to the Utility Company, (iv) set forth a list of any deposits or other security being held by the Utility Company, and (v) set forth a fax and electronic mail address to which Debtor's counsel may respond to the Request;

(c) Within the greater of twenty (20) days from the receipt of a Request or thirty days (30) days from the Petition Date, Debtor will either (i) advise the Utility Company in writing that the Request is acceptable, (ii) consensually resolve the Request with the Utility Company, or (iii) contest the Utility Company's request pursuant to § 366(c)(3) of the Bankruptcy Code and request that the Court set a hearing (the "Determination Hearing") to be held on same.

(d) If Debtor agrees that the Request is acceptable, or Debtor and the Utility Company consensually resolve the Request before the hearing, Debtor may remove the Utility Company from Exhibit B and the amount in the Utility Deposit Account shall be reduced by the amount corresponding to the fifteen-day average ascribed by Debtor to the services such entity provided to Debtor prior to the Petition Date;

(e) The Determination Hearing will be an evidentiary hearing at which the Court will determine whether the Utility Deposit Account and the additional adequate assurance of payment requested by the Utility Company should be modified pursuant to § 366(c)(3)(A) of the Bankruptcy Code;

(f) Debtor and the Utility Company shall negotiate in good faith regarding the assurance of payment to be furnished to such Utility Company and may enter into agreements for adequate assurance without further order of the Court;

(g) The Utility Company that made the Request that is the subject of the Determination Motion may not alter, refuse, or discontinue services to Debtor until the Determination Motion is heard and resolved by the Court;

(h) Pending further order of the Court, regardless of whether a Utility Company files a Request as set forth herein, Debtor shall pay on a timely basis, in accordance with pre-petition practices, all undisputed invoices with respect to post-petition Utility Services rendered by any Utility Company within the meaning of § 366 of the Bankruptcy Code; and

(i) Any Utility Company that does not serve a Request by the Request Deadline shall be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of § 366(c)(2) of the Bankruptcy Code, and shall further be deemed to have waived any right to seek additional adequate assurance during the course of Debtor's chapter 11 case.

22. To the extent that Debtor subsequently identifies additional providers of Utility Services or determines that an entity was improperly included as a Utility Company, Debtor seeks authority, in its sole discretion and without further order of Court, to amend Exhibit "B" to add or delete any Utility Company. Debtor proposes to have the terms of the proposed order attached hereto apply to any such subsequently identified Utility Company. Moreover, for those

Utility Companies that are subsequently added to Exhibit "B", Debtor will serve a copy of this Motion and the order entered with respect to the Motion on such Utility Company, along with an amended Exhibit "B". Such subsequently added entities would then have twenty (20) days from service of this Order to make a Request. For any entity that is removed from Exhibit "B", Debtor shall provide notice of such entity's removal and such entity will have an opportunity to object.

23. To the extent any entity that is not listed on Exhibit "B" believes it to be a utility within the meaning of § 366 of the Bankruptcy Code, that entity must make a written request to be added to Exhibit "B" within twenty (20) days of the date of the Court's order granting the relief requested herein. Failure to make a written request within the twenty-day time period bars such entity from terminating the services it provides to Debtor, absent further order of the Court.

APPLICABLE AUTHORITY

24. Under § 366 of the Bankruptcy Code, the Court may determine the standards for adequate assurance of future payments for utility companies. Bankruptcy courts have the exclusive responsibility for determining what constitutes adequate assurance for payment of post-petition utility charges and are not bound by local or state regulations. *See generally, Matter of RobMac, Inc.*, 8 B.R. 1 (Bankr. N.D. Ga. 1979) (adequacy of assurance is not determined by state public service commission or similar rule-making entity); *In re Stagecoach Enterprises, Inc.*, 1 B.R. 732 (Bankr. M.D. Fla. 1979) (same). *See also In re Central Foundry Co.*, 62 B.R. 52, 55 (Bankr. N.D. Ala. 1985) (rejecting gas company's argument for demand charges based on state utility laws); *In the Matter of Fountainebleau Hotel Corp.*, 508 F.2d 1056, 1059 (5th Cir. 1975) (finding that a telephone company's tariffs, giving company right to demand deposit, are no different from any state law and, therefore, subordinated to federal bankruptcy law). While the utility company may initially set an amount of deposit, ultimate determinations of adequate assurance under § 366 are fully within the Court's discretion. *See generally, e.g.*,

Stagecoach, 1 B.R. 732; *RobMac*, 8 B.R. 1; *In re Tarrant*, 190 B.R. 704 (Bankr. S.D. Ga. 1995); and *In re Marion Steel Co.*, 35 B.R. 188, 195 (Bankr. D. Ohio 1983).

25. "Adequate assurance" under § 366 is not synonymous with "adequate protection." In determining adequate assurance, the Court must determine only that the Utility Companies are not subject to an unreasonable risk of nonpayment for post-petition services. In *Adelphia Business Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002), the Bankruptcy Court for the Southern District of New York stated that "in determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for post-petition services." See also *In re Caldor, Inc.*, 199 B.R. 1 (Bankr. S.D.N.Y. 1996); *In re Santa Clara Circuits West, Inc.*, 27 B.R. 680, 685 (Bankr. D. Utah 1982); *In re George C. Frye Co.*, 7 B.R. 856, 858 (Bankr. D. Me. 1980). Whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. See *Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80; *In re Keydata Corp.*, 12. B.R. 156 (B.A.P. 1st Cir. 1981).

26. In this case, the Utility Companies do not face an unreasonable risk of nonpayment by Debtor. As demonstrated below, the Utility Companies are adequately assured of payment by the establishment of the Utility Deposit Account, which is one of the acceptable forms of adequate protection set forth in §§ 366(b) and 366(c)(1) of the Bankruptcy Code. Additionally, the Utility Companies may still request modification of such adequate assurance upon notice and a hearing and may further exercise their rights under § 366(c)(2) of the Bankruptcy Code. Finally, Debtor submits that it will be able to continue paying for all post-petition utility services from the proceeds of its operations and funds provided by Debtor's proposed debtor-in-possession credit facility.

A. Utility Companies Are Adequately Assured Of Payment.

27. Pursuant to § 366(b) of the Bankruptcy Code, a debtor must furnish what it considers to be adequate assurance of payment within twenty (20) days after the entry of the order for relief in the form of a deposit or other security for post-petition service. 11 U.S.C. § 366.

28. Debtor submits that it will be able to pay for future utility services in the ordinary course of its business operations and in connection with funds made available by Debtor's post-petition lender. Notwithstanding the foregoing, Debtor proposes to establish the Utility Deposit Account, which Debtor submits will provide to all of the Utility Companies adequate assurance of payment. *See* 11 U.S.C. § 361(c)(1)(A) (defining "assurance of payment" to include a cash deposit, a letter of credit, or "another form of security that is mutually agreed on between the utility and debtor"). Debtor maintains that the Utility Deposit Account is the equivalent of a cash deposit.

29. Debtor has estimated that its aggregate fifteen-day utility consumption, on a consolidated basis, prior to the Petition Date, was approximately \$800,000.00. Accordingly, the establishment of the Utility Deposit Account in the amount of \$800,000.00 constitutes adequate assurance of payment in accordance with the requirements of § 366(b) of the Bankruptcy Code.

B. The Additional Assurance Procedures Balance The Interests Of The Utility Companies with The Interests Of Debtor.

30. Pursuant to § 366(c)(2) of the Bankruptcy Code, a utility is permitted to alter, refuse, or discontinue utility service, if the utility does not receive "during the 30-day period beginning on the date of the filing of the petition . . . adequate assurance of payment for utility service that is satisfactory to the utility." 11 U.S.C. § 366.

31. Conceivably, one of the Utility Companies could make a last-minute demand upon Debtor pursuant to section 366(c) and threaten termination of services. To avoid such a result, Debtor has proposed the Additional Assurance Request Procedures which balance the interests of the Utility Companies with the interests of Debtor by preserving the protections that the Utility Companies enjoy under the Bankruptcy Code while affording Debtor an opportunity to provide and negotiate adequate protection without facing the threat of imminent termination of Utility Services.

32. Specifically, Debtor proposes to require the Utility Companies to provide notice of their demands for assurance within thirty (30) days from the Petition Date. Within the greater of twenty (20) days of Debtor's receipt of a Request or thirty (30) days from the Petition Date, Debtor will advise the Utility Company whether it finds the request acceptable or whether Debtor intends to contest the request pursuant to § 366(c)(3) of the Bankruptcy Code. If the request for additional assurances cannot be resolved within this time period, Debtor will be required to request that a hearing be held on the same.

33. Under the foregoing procedures, Debtor will be afforded the opportunity to seek an order from the Court modifying an adequate assurance request from a Utility Company without having to first satisfy the demands of the Utility Company and without facing the prospect of termination of Utility Services prior to a hearing on the Request.

34. Without the relief requested herein, Debtor would have no choice but to pay whatever amounts the Utility Companies may demand in the form of deposits or other security, no matter how unreasonable, or face the termination of Utility Services and the disastrous consequences that would follow.

RESERVATION OF RIGHTS

35. Although Debtor has attempted to list on Exhibit "B" attached hereto all entities providing services that arguably may qualify as "utilities" under § 366 of the Bankruptcy Code, Debtor requests that the relief sought herein shall apply to all providers of Utility Services and not be limited to the entities listed on Exhibit "B". Moreover, some of the entities listed on Exhibit "B" may provide services to Debtor in a capacity other than as a utility. Non-utilities are not entitled to adequate assurance of payment under § 366 of the Bankruptcy Code. Debtor reserves all rights, claims, and defenses with respect to whether the entities listed on Exhibit "B" or any other entity that claims it is a Utility Company are, in fact, "utilities" within the meaning of § 366 of the Bankruptcy Code.

36. Debtor also reserves all rights, claims, and defenses under § 365 of the Bankruptcy Code. Nothing in this Motion shall be deemed a request for approval to assume, or an expression of an intent to assume, any lease or contract with any of the Utilities Companies.

NOTICE AND PRIOR MOTIONS

37. Notice of this Motion has been provided to (1) the Office of the Bankruptcy Administrator for the United States Bankruptcy Court for the Northern District of Alabama, Southern Division; (2) counsel to Regions Bank, Debtor's pre-petition lender; (3) counsel to Debtor's proposed post-petition lender; (4) the holders of Debtor's equity interests; (5) Debtor's twenty (20) largest unsecured creditors; and (6) the District Director of the Internal Revenue Service for the Northern District of Alabama. Debtor submits that given the circumstances and the notice of the relief requested herein, no other or further notice is required.

38. No previous request for the relief sought herein has been made to this or any other court.

CONCLUSION

39. Debtor's proposed adequate assurance is in keeping with the spirit and intent of § 366 of the Bankruptcy Code, is not prejudicial to the rights of any Utility Company, and is in the best interest of Debtor and its estate and creditors. To the extent that any Utility Company is not satisfied with the adequate assurance provided for herein, Debtor has proposed detailed Additional Assurance Request Procedures.

40. Relief similar to that requested herein has been granted by courts in other substantial chapter 11 cases in this jurisdiction after the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 became effective. *See, e.g., In re Bill Heard Enterprises, Inc., et al.*, Case No. 08-83029-JAC-11 (Bankr. N.D. Ala. Sept. 28, 2008); *In re Citation Corp.*, Case No. 07-1153-TOM-11 (Bankr. N.D. Ala. Mar. 12, 2007). Similar relief has been granted by courts in other jurisdictions. *See, e.g., In Re Circuit City Stores, Inc., et al.*, Case No. 08-35653 (Bankr. E.D. Va. Nov. 11, 2008); *In re Movie Gallery, Inc., et al.*, Case No. 07-33849 (Bankr. E.D. Va. Oct. 16, 2007).

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully requests that the Court enter an order, substantially similar to the order attached hereto as Exhibit "A":

- (a) approving Debtor's adequate assurance of post-petition payments and deeming the Utility Companies with adequate assurance of payment within the meaning of § 366 of the Bankruptcy Code;
- (b) prohibiting the Utility Companies from altering, refusing, or discontinuing Utility Services on account of unpaid pre-petition invoices;
- (c) establishing the Additional Assurance Request Procedures for resolving requests for additional adequate assurance;
- (d) providing that any Utility Company that does not timely request additional adequate assurance in accordance with the Additional Assurance Request Procedures shall be

deemed to have adequate assurance under § 366 of the Bankruptcy Code;

- (e) providing that, in the event that a Determination Motion is filed, any objecting Utility Company shall be deemed to have adequate assurance of payment under § 366 without the need for payment of additional deposits or other securities until an order of the Court is entered resolving such Determination Motion; and
- (f) granting such other, further, or different relief as the Court deems just.

/s/ Marc P. Solomon

Robert B. Rubin

Derek F. Meek

Marc P. Solomon

Attorneys for Debtor

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EXHIBIT "A"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:)
BRUNO'S SUPERMARKETS, LLC,)
) **Chapter 11**
) **Case No. _____**
Debtor.)

ORDER ON DEBTOR'S MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 366 (I) APPROVING DEBTOR'S ADEQUATE ASSURANCE OF POST-PETITION PAYMENTS TO UTILITY COMPANIES AND DEEMING UTILITY COMPANIES ADEQUATELY ASSURED, (II) PROHIBITING THE UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONNECTING SERVICES, AND (III) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL ASSURANCE

This matter came to be heard upon the motion of Bruno's Supermarkets, LLC ("Bruno's" or "Debtor"), as debtor and debtor-in-possession for an order pursuant to §§ 105 and 366 of the Bankruptcy Code (i) approving Debtor's adequate assurance of post-petition payments to the Utility Companies and deeming the Utility Companies adequately assured; (ii) prohibiting the Utility Companies from altering, refusing, or disconnecting service on account of pre-petition invoices, and (iii) establishing procedures for resolving subsequent requests for additional adequate assurance of payment by the Utility Companies (the "Motion").¹ Upon consideration of the Motion and the *Affidavit of James Grady In Support Of Chapter 11 Petition And First Day Motions*; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and having determined that the relief requested in the

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

Motion is in the best interests of Debtor, its estate, its creditors, and other parties in interest; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is **GRANTED**. It is further **ORDERED, ADJUDGED, AND DECREED THAT:**

2. Debtor shall have reserved as part of their loan agreement with Debtor's post-petition lender \$800,000.00, which shall be placed in a segregated account at the expiration of the twenty (20) day period contemplated by § 366(b), and administered in accordance with this Order (the "Utility Deposit Account") as adequate assurance of payment of charges incurred by Debtor for Utility Services provided by the Utility Companies after the Petition Date, subject to Debtor's right to decrease the funds reserved in the Utility Deposit Account in accordance with this Order or to otherwise seek authority from the Court to decrease the funds reserved in the Utility Deposit Account. So long as the Utility Deposit Account is funded in an amount not less than \$800,000.00, Debtor shall be deemed to have furnished all Utility Companies, including Utility Companies subsequently added to Exhibit "B", with adequate assurance of payment under section 366(b) of the Bankruptcy Code. In the event that Debtor is unable to fund the Utility Deposit Account in the amount of \$800,000.00, Debtor shall provide notice to the Bankruptcy Administrator.

3. In the event Debtor fails to timely pay for post-petition Utility Services, the Utility Company to which any such payment is owed shall be entitled to submit a Payment Request, in the form attached hereto as Exhibit 1 (which is hereby approved in its entirety) in the amount of the unpaid charges owed to such Utility Company for such post-petition Utility Services.

4. Payment Requests shall be sent by (i) electronic mail or by facsimile and (ii) by U.S. Mail to: (1) Bruno's Supermarkets, LLC, c/o James Grady, Chief Restructuring Officer, 1800 International Park Drive, Suite 500, Birmingham, Alabama 35243, email: jgrady@alvarezandmarsal.com, facsimile (205) 916-5258; and (2) Burr & Forman, LLP, c/o John R. Lehman II, Esq., 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, email: jlehman@burr.com, facsimile: (205) 244-5744, as indicated in the form of the Payment Request attached hereto. Through the Payment Request, such Utility Company shall be permitted to only seek payment for unpaid post-petition utility charges, and not payment for any additional adequate assurance.

5. In the Payment Request, the Utility Company shall (i) certify that Debtor defaulted in the payment of post-petition Utility Services; (ii) state the amount on account of such Utility Services that are due, outstanding, and unpaid; (iii) certify that the amount is not and does not relate to an additional adequate assurance request; and (iv) provide wire transfer or other payment instructions.

6. Upon receipt of the Payment Request, Debtor shall have five business (5) days within which to resolve or to cure the aforementioned payment default. If the matter is not resolved, or payment of the invoice is not received by the utility, on the sixth (6th) business day following submission of the Payment Request, Debtor shall have five (5) days within which to make payment to the utility from the Utility Deposit Account or to seek immediate redress from the Court. Debtor's obligation to make payment of a disputed invoice is suspended pending resolution of the matter by the Court. Any payments made to the Utility Companies with respect to such Payment Request shall be without prejudice to any and all rights, claims and/or defenses

of Debtor, including but not limited to Debtor's right to contest such Payment Request in this Court, or any court with jurisdiction.

7. Any payments made from the Utility Deposit Account shall be made by Debtor in the order that the Payment Requests were actually received by Debtor. Following payment of any Payment Request from the Utility Deposit Account, Debtor shall take steps to replenish the Utility Deposit Account to ensure that the reserve of \$800,000.00 is maintained, provided that Debtor has sufficient availability under the post-petition credit facility to make such replenishment.

8. The Additional Assurance Procedures are hereby approved as follows:

(a) In the event that a Utility Company maintains that the Utility Deposit Account is unsatisfactory as adequate assurance of payment, the Utility Company must serve a request (a "Request") for adequate assurance in addition to or in lieu of its rights in the Utility Deposit Account so that it is received by the following persons within thirty (30) days of the Petition Date (the "Request Deadline"): (i) BURR & FORMAN, LLP, Attn: John R. Lehman II, Esq., 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, email: jlehman@burr.com, facsimile: (205) 244-5744; (ii) Bruno's Supermarkets, LLC, Attn: James Grady, Chief Restructuring Officer, 1800 International Park Drive, Suite 500, Birmingham, Alabama 35243, email: jgrady@alvarezandmarsal.com, facsimile (205) 916-5258; and (iii) Counsel to Debtor's post-petition lender;

(b) The Request must: (i) be made in writing, (ii) set forth the location for which utility services are provided, (iii) specify the amount and nature of assurance of payment which would be satisfactory to the Utility Company, (iv) set forth a list of any deposits or other security being held by the Utility Company, and (v) set forth a fax and electronic mail address to which Debtor's counsel may respond to the Request;

(c) Within the greater of twenty (20) days from the receipt of a Request or thirty days (30) days of the Petition Date, Debtor will either (i) advise the Utility Company in writing that the Request is acceptable, (ii) consensually resolve the Request with the Utility Company, or (iii) contest the Utility Company's request pursuant to

§ 366(c)(3) of the Bankruptcy Code and request that the Court set a hearing (the "Determination Hearing") to be held on same.

(d) If Debtor agrees that the Request is acceptable, or Debtor and the Utility Company consensually resolve the Request before the hearing, Debtor may remove the Utility Company from Exhibit B hereto and the amount in the Utility Deposit Account shall be reduced by the amount corresponding to the fifteen-day average ascribed by Debtor to the services such entity provided to Debtor prior to the Petition Date;

(e) The Determination Hearing will be an evidentiary hearing at which the Court will determine whether the Utility Deposit Account and the additional adequate assurance of payment requested by the Utility Company should be modified pursuant to § 366(c)(3)(A) of the Bankruptcy Code;

(f) Debtor and the Utility Company shall negotiate in good faith regarding the assurance of payment to be furnished to such Utility Company and may enter into agreements for adequate assurance without further order of the Court;

(g) The Utility Company that made the Request that is the subject of the Determination Motion may not alter, refuse, or discontinue services to Debtor until the Determination Motion is heard and resolved by the Court;

(h) Pending further order of the Court, regardless of whether a Utility Company files a Request as set forth herein, Debtor shall pay on a timely basis, in accordance with pre-petition practices, all undisputed invoices with respect to post-petition Utility Services rendered by any Utility Company within the meaning of § 366 of the Bankruptcy Code; and

(i) Any Utility Company that does not serve a Request by the Request Deadline shall be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of § 366(c)(2) of the Bankruptcy Code, and shall further be deemed to have waived any right to seek additional adequate assurance during the course of Debtor's chapter 11 case.

9. Debtor is authorized, in its sole discretion, to amend Exhibit "B" to add or delete any entity, and this Order shall apply to any such entity that is subsequently added to Exhibit "B" hereto. For Utility Companies that are subsequently added to Exhibit "B", Debtor shall serve a

copy of this Order on such Utility Company, along with amended Exhibit "B" and such subsequently added entities shall have twenty (20) days from service of this Order to make a Request. For any entity that is removed from Exhibit "B", Debtor shall provide notice of such entity's removal and such entity shall have twenty (20) days from service of the notice to file an objection with the Court and serve such objection on counsel to Debtor so as to be received by such date. If an objection is not properly filed and served, the entity will be deemed removed from Exhibit "B" and will not be treated as a Utility Company for purposes of this Order. In the event an objection is properly filed and served, the Court shall schedule a hearing to consider entity's removal and objection thereto. Pending resolution of the objection, the entity shall continue to be treated as a Utility Company for purposes of this Order.

10. Debtor is authorized, but not directed to pay on a timely basis in accordance with its pre-petition practices all undisputed invoices in respect of post-petition Utility Services rendered by the Utility Companies to Debtor.

11. Nothing in this Order or the Motion shall be deemed to constitute post-petition assumption or adoption of any agreement under 11 U.S.C. § 365.

12. Counsel for Debtor shall serve as soon as practicable a copy of this Order on those parties that receive notice of the Motion.

DATED this the ____ day of February 2009.

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

UTILITY DEPOSIT ACCOUNT PAYMENT REQUEST

_____, 2009

To: James Grady
Bruno's Supermarkets, LLC
1800 International Park Drive
Suite 500
Birmingham, Alabama 35243
Email: jgrady@alvarezandmarsal.com
Facsimile: (205) 916-5258

Re: Bruno's Supermarkets, LLC ("Bruno's") Utility Deposit Account

The undersigned (the "Utility Company") hereby certifies to Bruno's that:

1. The Utility Company is making a request for payment in lawful currency of the United States of America from the Utility Deposit Account in the amount of \$_____ for service provided between the dates of _____ and _____.
2. The Utility Company certifies that Debtor defaulted in the payment of post-petition Utilities Services and amounts on account of such Utility Services are due, outstanding, and unpaid.
3. The Utility Company hereby certifies that it is owed \$_____ for post-petition utility services provided to Bruno's.
4. The Utility Company hereby certifies that the amount requested is not and does not relate to an additional adequate assurance request.
5. The Utility Company is entitled to payment of funds reserved through the Utility Deposit Account pursuant to the order granting *Debtor's Motion Pursuant To 11 U.S.C. §§ 105 And 366 For Order (I) Approving Debtor's Adequate Assurance Of Post-Petition Payments To Utility Companies And Deeming Utility Companies Adequately Assured, (II) Prohibiting The Utility Companies From Altering, Refusing, Or Disconnecting Services, And (III) Establishing Procedures For Resolving Requests For Additional Assurance* (the "Order"), entered by the United States Bankruptcy Court for the Northern District of Alabama in the bankruptcy case of *In Re Bruno's Supermarkets, LLC*, Case No. 09-____ (_____).

Please wire transfer the proceeds of the payment to the following account of the Utility Company at the financial institution indicated below:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this
Payment Request as of the _____ day of _____, 2009.

[UTILITY]

By: _____

Print Name & Title

cc: John R. Lehman II, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203
Email: jlehman@burr.com
Facsimile: (205) 244-5744

EXHIBIT "B"

Exhibit "B"

List of Utility Providers (by Store Location)

Store No. 2, Bruno's, 1001 Westlake Blvd. Bessemer, AL 35020

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity and Water	Bessemer Utilities P. O. Box 1246 Bessemer, AL 35021
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T ¹
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Store No. 4, Bruno's, 100 Inverness Corners, Birmingham, AL 35242

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Metro Technology, Inc. P. O. Box 4129

¹ Debtor has eleven (11) addresses for AT&T to which it may send payments for utility services which include the following: AT&T Datacomm, Inc, PO Box 8104, Aurora, IL 60507; AT&T, 1820 E. Sky Harb, Phoenix, AZ 85034; AT&T Mobility, PO Box 6463, Carol Stream, IL 60197; AT&T, PO Box 105320, Atlanta, GA 30348; AT&T, PO Box 9001310, Louisville, KY 40290; AT&T, PO Box 13142, Newark, NJ 71015; AT&T, PO Box 409620, Atlanta, GA 30384; AT&T, PO Box 78850, Phoenix, AZ 85062; AT&T, PO Box 13148, Newark, NJ 07101; AT&T, PO Box 105262, Atlanta, GA 30348; and AT&T, PO Box 78225, Phoenix, AZ 85062. Wherever reference is made hereinafter to AT&T in connection to any particular store location, notice will be sent to all of the above-mentioned addresses.

	Baton Rouge, LA 70821
Electricity	Southern Company ²
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Store No. 5, Bruno's, 2747 Bell Road, Montgomery, AL 36616

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water	Montgomery Water Works P. O. Box 1631 Montgomery, AL 36102
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673

² Debtor has four (4) addresses for Southern Company to which it may send payments for utility services, which include the following: Southern Company, PO Box 830660, Birmingham, AL 35283; Southern Company, 96 Annex, Atlanta, GA 30396; Southern Company, PO Box 242, Birmingham, AL 35292; and Southern Company, One Energy Place, Pensacola, FL 32520. Wherever reference is made hereinafter to Southern Company in connection to any particular store location, notice will be sent to all of the above-mentioned addresses.

Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 8, Bruno's, 1533 Montclair Road, Birmingham, AL 35210

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Water	Birmingham Water Works P. O. Box 830269 Birmingham, AL 35283
Sewer	Jefferson County, AL 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Verizon Wireless P. O. Box 660108

	Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 9, Bruno's, 1461 Montgomery Highway, Hoover, AL 35216

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Water	Birmingham Water Works P. O. Box 830269 Birmingham, AL 35283
Sewer	Jefferson County, AL 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203

Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 15, Food World, Cullman Shopping Center, US Hwy. 31, Cullman, AL 35055

<u>Service</u>	<u>Provider</u>
Gas	Cullman Jefferson Counties Gas P. O. Box 399 Cullman, AL 35056
Electricity and Water	Cullman Power Board P. O. Box 1680 Cullman, AL 35056
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266

Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 19, FoodMax, 5510 McFarland Blvd., Northport, AL 35476

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	City of Northport Waterworks P. O. Box 627 Northport, AL 35476
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405
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Store No. 21, Food World, 1309 Decatur Hwy., Gardendale, AL 35071

<u>Service</u>	<u>Provider</u>
Water	City of Northport Waterworks P. O. Box 627 Northport, AL 35476
Water	Birmingham Water Works P. O. Box 830269 Birmingham, AL 35283
Sewer	Jefferson County, AL 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Electricity	Southern Company
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596

	Birmingham, AL 35201
Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 27, Food World, 4440 University Blvd., Tuscaloosa, AL 35404

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	City of Tuscaloosa P. O. Box 2090 Tuscaloosa, AL 35403
Electricity	Southern Company
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405

Store No. 28, Food World, 2020 East South Blvd., Montgomery, AL 36116

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water	Montgomery Water Works P. O. Box 1631 Montgomery, AL 36102
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona St. Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917

	Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 30, Food World, 251 Mary Esther Cutoff, Mary Esther, FL 35269

<u>Service</u>	<u>Provider</u>
Gas	Amerigas – Crestview, FL P. O. Box 105018 Atlanta, GA 30348
Water	City of Mary Esther 195 N. Christobal Road Mary Esther, FL 32569
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Embarq P. O. Box 96064 Charlotte, NC 28296
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 35, Food World, 3100 E. Meighan Blvd. E., Gadsden, AL 35903

<u>Service</u>	<u>Provider</u>
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water and Sewer	The Water Works & Sewer Board P. O. Box 800 Gadsden, AL 35902
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917

	Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 36, Food World, 4896 US Hwy. 231, Wetumpka, AL 36092

<u>Service</u>	<u>Provider</u>
Electricity	Southern Company
Water and Sewer	The Water Works and Sewer Board P. O. Drawer 69 Wetumpka, AL 36092
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 49, Food World, 3225 Rainbow Drive, Rainbow City, AL 35901

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Water	The Utilities Board 3700 Rainbow Drive Rainbow City, AL 35906
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 50, Food World, 613 Martin Street North, Pell City, AL 35125

<u>Service</u>	<u>Provider</u>
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Gas	Ferrell Gas P. O. Box 173940 Denver, CO 80217
Electricity	Southern Company
Water	City of Pell City 1905 First Avenue North Pell City, AL 35125
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	CenturyTel P. O. Box 4300 Carol Stream, IL 80197
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 51, Bruno's, 3780 Riverchase Village, Hoover, AL 35216

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 53, Food World, 518 Pelham Parkway, Pelham, AL 35124

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246

Water	Pelham Water Works P. O. Box 1479 Pelham, AL 35124
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 54, Food World, 216 Green Springs, Birmingham, AL 35209

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company

Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 58, Food World, 2891 Allison Bonnett Memorial Dr., Hueytown, AL 35023

<u>Service</u>	<u>Provider</u>
Water	Bessemer Utilities P. O. Box 1246 Bessemer, AL 35021
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street

	Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 61, Food World, 4055 Cottage Hill Road, Mobile, AL 36609

<u>Service</u>	<u>Provider</u>
Water	Mobile Area Water P. O. Box 2153 Birmingham, AL 35287
Electricity	Southern Company
Gas	Amerigas
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive

	Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 68, Food World, 1301 Ft. Williams, Sylacauga, AL 35150

<u>Service</u>	<u>Provider</u>
Electricity and Water	Sylacauga Utilities Board P. O. Box 207 Sylacauga, AL 35150
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T

Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 70, Bruno's, 509 Hwy. 119 South, Alabaster, AL 35007

<u>Service</u>	<u>Provider</u>
Water	Alabaster Water Board 213 First Street N. Alabaster, AL 35007
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596

	Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 72, Food World, 9096 Parkway East, Birmingham, AL 35215

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Metro Technology, Inc. P. O. Box 4129 Baton Rouge, LA 70821
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201
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Store No. 82, Bruno's, 1675 Center Point Parkway, Birmingham, AL 35215

<u>Service</u>	<u>Provider</u>
Water	Metro Technology, Inc. P. O. Box 4129 Baton Rouge, LA 70821
Electricity	Southern Company
Gas	Trussville Utilities P. O. Box 836 Trussville, AL 35173
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 84, Bruno's, 2001 McFarland Blvd., Tuscaloosa, AL 35405

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	City of Tuscaloosa P. O. Box 2090 Tuscaloosa, AL 35403
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405

Store No. 114, Food World, 2501 Government Blvd., Mobile, AL 36606

<u>Service</u>	<u>Provider</u>
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Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water	Mobile Area Water P. O. Box 2153 Birmingham, AL 35287
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Store No. 115, Food World, 1940 Forestdale Blvd., Forestdale, AL 35214

<u>Service</u>	<u>Provider</u>
Gas	Graysville Water and Gas P. O. Box 130 Graysville, AL 35073
Water	Maggie Holdings, LLC 330 Cross Pointe Blvd.

	Evansville, IN 47715
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 122, Food World, 2221 Hwy. 78, Midway Plaza, Dora, AL 35062

<u>Service</u>	<u>Provider</u>
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water	Dora Utilities, Inc. 1485 Sharon Blvd.

	Dora, AL 35062
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Store No. 124, Food World, 2519 W. Meighan Blvd., Gadsden, AL 35904

<u>Service</u>	<u>Provider</u>
Electricity	Southern Company
Water and Sewer	The Water Works & Sewer Board P. O. Box 800 Gadsden, AL 35902
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266

Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 125, Bruno's, 126 Wildwood Parkway, Homewood, AL 35209

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Metro Technology, Inc. P. O. Box 4129 Baton Rouge, LA 70821
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive

	Birmingham, AL 35216
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 137, Food World, 521 Highway 80 East, Demopolis, AL 36732

<u>Service</u>	<u>Provider</u>
Water	Demopolis Water Works P. O. Box 250 Demopolis, AL 36732
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917

	Chicago, IL 60696
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Store No. 141, Food World, 8084 Davis Highway, Pensacola, FL 32514

<u>Service</u>	<u>Provider</u>
Gas	City of Pensacola P. O. Box 12910 Pensacola, FL 32521
Water	ECUA P. O. Box 15311 Pensacola, FL 32514
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 142, Food World, 4320 Lillian Highway, Pensacola, FL 32506

<u>Service</u>	<u>Provider</u>
Gas	City of Pensacola P. O. Box 12910 Pensacola, FL 32521
Water	ECUA P. O. Box 15311 Pensacola, FL 32514
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 144, Food World, 100 Ecor Rouge Piz Shopping Center, Fairhope, AL 36532

<u>Service</u>	<u>Provider</u>
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Electricity, Water and Refuse/Waste-Rubbish	Fairhope Public Utilities P. O. Box 830743 Fairhope, AL 35283
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 145, Food World, 309 Main Street, Trussville, AL 35173

<u>Service</u>	<u>Provider</u>
Electricity	Southern Company
Sewer	Jefferson County, AL Sewer 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Water and Gas	Trussville Utilities P. O. Box 836 Trussville, AL 35173
Telephone/Data	MCI WorldCom 27732 Network Place

	Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 213, Food World, 6032 Highway 90 West, Milton, FL 32570

<u>Service</u>	<u>Provider</u>
Gas and Water/Sewer	City of Milton P. O. Box 909 Milton, FL 32572
Water	Pace Water System, Inc. 4401 Woodbine Road Pace, FL 32571
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550

Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	City of Milton P. O. Box 909 Milton, FL 32572
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 222, Food World, 512 Pike Street, Monroeville, AL 36460

<u>Service</u>	<u>Provider</u>
Gas	South Alabama Gas 714 West Front Street Evergreen, AL 36401
Electricity	Southern Company
Water	The Water Works Board
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive

	Birmingham, AL 35216
Telephone/Data	Frontier Communication P. O. Box 20919 Rochester, NY 14602
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	The Water Works Board P. O. Box 674 Monroeville, AL 36461

Store No. 223, Food World, 7859 Pine Forest Road, Pensacola, FL 32526

<u>Service</u>	<u>Provider</u>
Electricity	Southern Company
Gas	City of Pensacola P. O. Box 12910 Pensacola, FL 32521
Water	ECUA P. O. Box 15311 Pensacola, FL 32514
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216

Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 225, Food World, 714 Highway 78 East, Jasper, AL 35501

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Jasper Water Works P. O. Box 1348 Jasper, AL 35502
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917

	Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 231, Bruno's, 1635 Perry Hill Road, Montgomery, AL 36106

<u>Service</u>	<u>Provider</u>
Water	Montgomery Water Works P. O. Box 1631 Montgomery, AL 36102
Electricity	Southern Company
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 234, Food World, 4200 McFarland Blvd., Tuscaloosa, AL 35405

<u>Service</u>	<u>Provider</u>
Water	City of Tuscaloosa P. O. Box 2090 Tuscaloosa, AL 35403
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405

Store No. 240, Food Max, 828 Quintard Avenue, Oxford, AL 36203

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Oxford Water Works P. O. Box 3663 Oxford, AL 36203
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 245, Food World, 1860 East Main Street, Prattville, AL 36066

<u>Service</u>	<u>Provider</u>
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Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Prattville Water Works Board P. O. Box 680870 Prattville, AL 36068
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 247, Food World, 641 Bear Creek Road, Tuscaloosa, AL 35405

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	City of Tuscaloosa P. O. Box 2090

	Tuscaloosa, AL 35403
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Spanky's Pumping Service 4211 Hargrove Road Tuscaloosa, AL 35405

Store No. 248, Bruno's, 335 Summit Blvd., Birmingham, AL 35243

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Metro Technology, Inc. P. O. Box 4129 Baton Rouge, LA 70821

Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 252, Bruno's, 2250 Highway 150, Birmingham, AL 35244

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Birmingham Water Works P. O. Box 830269 Birmingham, AL 35283
Sewer	Jefferson County, AL Sewer 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Electricity	Southern Company

Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 253, Food World, 4750 Eastern Valley Road, McCalla, AL 35111

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Sewer	Jefferson County, AL Sewer 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Electricity	Southern Company
Water	Warrior River Water Authority P. O. Box 2252 Birmingham, AL 35246
Telephone/Data	MCI WorldCom 27732 Network Place

	Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 254, Food World, 3542 Alabama Highway 14, Millbrook, AL 36054

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Millbrook Utility System P. O. Box 1072 Millbrook, AL 36054
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673

Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 255, Bruno's, 1530 East Glenn Avenue, Auburn, AL 36832

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water	The Water Works Board – Auburn 1501 West Samford Avenue Auburn, AL 36832
Telephone/Data	MCI WorldCom 27732 Network Place

	Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 304, Bruno's, 903 Fairhope Avenue, Fairhope, AL 36532

<u>Service</u>	<u>Provider</u>
Electricity, Gas, Water, Refuse/Waste	Fairhope Public Utilities P. O. Box 830743 Birmingham, AL 35283
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive

	Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 306, Bruno's, 1545 Gulf Shores Parkway, Gulf Shores, AL 36542

<u>Service</u>	<u>Provider</u>
Electricity	Baldwin County EMC P. O. Box 220 Summerdale, AL 36580
Gas	Riviera Utilities ³ P.O. Box 830683 Birmingham, AL 35283 Riviera Utilities 700 Whispering Pines Road Daphne, AL 36526
Water	Utilities Board P. O. Box 1229 Gulf Shores, AL 36547

³ Debtor has two (2) addresses for Riviera Utilities which include the following: Riviera Utilities, P.O. Box 830683, Birmingham, AL 35283; and Riviera Utilities, 700 Whispering Pines Road, Daphne, AL 36526. Wherever reference is made hereinafter to Riviera Utilities in connection to any particular store location, notice will be sent to both of the above-mentioned addresses.

Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Gulftel Communications P. O. Box 830954 Birmingham, AL 35283
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 307, Bruno's, P. O. Box 1399, Orange Beach, AL 36561

<u>Service</u>	<u>Provider</u>
Electricity	Baldwin County EMC P. O. Box 220 Summerdale, AL 36580
Water	City of Orange Beach P. O. Box 740 Orange Beach, AL 36561
Water and Sewer	Orange Beach Water/Sewer P. O. Box 247 Orange Beach, AL 36561

Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Gulftel Communications P. O. Box 830954 Birmingham, AL 35283
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 309, Bruno's, 6729 Spanish Fort Blvd., Spanish Fort, AL 36609

<u>Service</u>	<u>Provider</u>
Gas	Fairhope Public Utilities P. O. Box 830743 Birmingham, AL 35283
Electricity	Riviera Utilities 700 Whispering Pines Road Daphne, AL 36526

Water	Spanish Fort Water System P. O. Box 7048 Spanish Fort, AL 36577
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 310, Bruno's, 306 South University Blvd., Mobile, AL 36609

<u>Service</u>	<u>Provider</u>
Water	Mobile Area Water P. O. Box 2153 Birmingham, AL 35287
Gas	Mobile, AL Gas Service Corp. P. O. Box 2248 Mobile, AL 36652

Electricity	Southern Company
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 323, 4350 Old Shell Road, Mobile, AL 36608

<u>Service</u>	<u>Provider</u>
Gas	Mobile, AL Gas Service Corp. P. O. Box 2248 Mobile, AL 36652
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287

Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 327, Bruno's, 2370 Hillcrest Road, Mobile, AL 36695

<u>Service</u>	<u>Provider</u>
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287
Gas	Mobile, AL Gas Service Corp. P. O. Box 2248 Mobile, AL 36652
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673

Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 330, Food World, 2962 Dauphin Island Parkway, Mobile, AL 36605

<u>Service</u>	<u>Provider</u>
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive

	Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 334, Food World, 3710 Dauphin Street, Mobile, AL 36606

<u>Service</u>	<u>Provider</u>
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917

	Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 337, Food World, 112 Saraland Loop, Saraland, AL 36571

<u>Service</u>	<u>Provider</u>
Electricity	Southern Company
Water	Saraland Water Service P. O. Box 837 Saraland, AL 36571
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 339, Food World, 7361 Theodore Dawes, Theodore, AL 36582

<u>Service</u>	<u>Provider</u>
Electricity	Alabama Power P. O. Box 242 Birmingham, AL 35292
Electricity	Southern Company
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287
Gas	Mobile AL Gas Service Corp. P. O. Box 2248 Mobile, AL 36652
Fire	Mobile County Water and Fire P. O. Box 489 Theodore, AL 36590
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 362, Food World, 4051 Barrancas Avenue, Pensacola, FL 32507

<u>Service</u>	<u>Provider</u>
Gas	City of Pensacola P. O. Box 12910 Pensacola, FL 32521
Water	ECUA P. O. Box 15311 Pensacola, FL 32514
Water	Peoples Water Service Co. P. O. Box 4815 Pensacola, FL 32507
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Store No. 369, Food World, 1104 John Sims Parkway, Niceville, FL 32578

<u>Service</u>	<u>Provider</u>
Water	City of Niceville 208 N. Partin Drive Niceville, FL 32578

Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Embarq P. O. Box 96064 Charlotte, NC 28296
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide & Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	City of Niceville 208 N. Partin Drive Niceville, FL 32578

Store No. 371, Bruno's, 65 Poincianna Boulevard, Destin, FL 32541

<u>Service</u>	<u>Provider</u>
Gas	Okaloosa Gas District P. O. Box 548 Valparaiso, FL 32580
Electricity	Southern Company
Water	South Walton Utility Co., Inc. 79 Scenic Gulf Drive Miramar Beach, FL 32550
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673

Telephone/Data	Embarq P. O. Box 96064 Charlotte, NC 28296
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 374, Bruno's, 334 Gulf Breeze Parkway, Gulf Breeze, FL 32550

<u>Service</u>	<u>Provider</u>
Gas, Water and Refuse/Waste	City of Gulf Breeze, FL P. O. Box 640 Gulf Breeze, FL 32562
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108

	Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596 Birmingham, AL 35201

Store No. 586, Food World, 1005 Crossroads Plaza Drive, Moody, AL 35004

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Birmingham Water Works P. O. Box 830269 Birmingham, AL 35283
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Windstream P. O. Box 105521 Atlanta, GA 30348
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596

	Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

Store No. 595, Bruno's, 9168 East Chase Parkway, Montgomery, AL 36117

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Dixie Electric Cooperative P. O. Box 30 Union Springs, AL 36089
Water	Montgomery Water Works P. O. Box 1631 Montgomery, AL 36102
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Alabama Comm. System 3466 Ridgcrest Drive Birmingham, AL 35216
Telephone/Data	Card Systems, Inc. 1657 Barcelona Street Livermore, CA 94550
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696
Refuse/Waste-Rubbish	Birmingham Hide and Tallow P. O. Box 1596

	Birmingham, AL 35201
Refuse/Waste-Rubbish	Birmingham Grease Trap P. O. Box 1596 Birmingham, AL 35201

CLOSED STORES

Store No. 29, Closed, 2804 Crestwood Blvd., Irondale, AL 35210

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Sewer	Jefferson County, AL Sewer 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Water	Irondale Water System 101 20 th Street S. Irondale, AL 35210
Telephone/Data	AT&T

Store No. 59, Closed, 885 Dennison Avenue, Birmingham, AL 35211

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Electricity	Southern Company
Water	Heritage Town Center LLC 5430 LBJ Freeway, Suite 1575 Dallas, TX 75240
Telephone/Data	AT&T

Store No. 60, Closed, 407 North Main Street, Sylacauga, AL 35150

<u>Service</u>	<u>Provider</u>
Electricity and Water	Sylacauga Utilities Board P. O. Box 207 Sylacauga, AL 35150
Telephone/Data	AT&T

Store No. 66, Closed, 803 East Battle Street, Talladega, AL 35160

<u>Service</u>	<u>Provider</u>
Water	
Electricity	Southern Company
Telephone/Data	

Store No. 112, Closed, 5485 Atlanta Highway, Montgomery, AL 36109

<u>Service</u>	<u>Provider</u>
Water	Montgomery Water Works P. O. Box 1631 Montgomery, AL 36102
Electricity	Southern Company
Telephone/Data	AT&T

Store No. 130, Closed, 2007 US Highway 231, Phenix City, AL 36867

<u>Service</u>	<u>Provider</u>
Water	City of Phenix City Utility Dept. P. O. Drawer 760 Phenix City, AL 36868
Electricity	Southern Company
Telephone/Data	

Store No. 140, Closed, 3 West Nine Mile Road, Pensacola, FL 32534

<u>Service</u>	<u>Provider</u>
Gas	City of Pensacola P. O. Box 12910 Pensacola, FL 32521
Water	ECUA P. O. Box 15311 Pensacola, FL 32514

Electricity	Southern Company
Telephone/Data	AT&T

Store No. 147, Closed, 7580 Parkway Drive, Leeds, AL 35094

<u>Service</u>	<u>Provider</u>
Sewer	Jefferson County, AL Sewer 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203
Water	Leeds Water Works Board P. O. Box 100 Leeds, AL 35094 Trussville Utilities P. O. Box 836 Trussville, AL 35173
Electricity	Southern Company
Telephone/Data	Windstream P. O. Box 105521 Atlanta, GA 30348
Refuse/Waste-Rubbish	Leeds Water Works Board P. O. Box 100 Leeds, AL 35094

Store No. 192, Closed, 790 N. Brindlee Mtn. Parkway, Arab, AL 35016

<u>Service</u>	<u>Provider</u>
Electricity	Arab Electricity Cooperative, Inc. P. O. Box 830770 Birmingham, AL 35283
Water	Arab Water Works 526 Cullman TN Road Arab, AL 35016
Gas	Marshall County Gas District P. O. Box 830740 Birmingham, AL 35283

Telephone/Data	Otelco Telephone, LLC P. O. Box 2252 Birmingham, AL 35246
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T

Store No. 196, Closed, 1123 College Avenue, Jackson, AL 36545

<u>Service</u>	<u>Provider</u>
Gas	Clarke-Mobile Gas P. O. Box 608 Jackson, AL 36545
Electricity	Southern Company
Telephone/Data	AT&T

Store No. 241, Closed, 1615 Quintard Avenue, Anniston, AL 35901

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Anniston Water Works P. O. Box 2267 Anniston, AL 36202
Electricity	Southern Company
Telephone/Data	AT&T

Store No. 243, Closed, 280 North 3rd Street, Gadsden, AL 35901

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246

Electricity	Southern Company
Water	The Water Works & Sewer Board P. O. Box 800 Gadsden, AL 35902
Telephone/Data	AT&T

Store No. 251, Closed 3313 Lorna Road, Suite 33, Hoover, AL 35216

<u>Service</u>	<u>Provider</u>
Gas	Alabama Gas Corporation P. O. Box 2224 Birmingham, AL 35246
Water	Metro Technology, Inc. P. O. Box 4129 Baton Rouge, LA 70821
Electricity	Southern Company
Telephone/Data	MCI WorldCom 27732 Network Place Chicago, IL 60673
Telephone/Data	Alabama Comm. System 3466 Ridgecrest Drive Birmingham, AL 35216
Telephone/Data	Verizon Wireless P. O. Box 660108 Dallas, TX 75266
Telephone/Data	AT&T
Refuse/Waste-Rubbish	Allied Waste P. O. Box 99917 Chicago, IL 60696

Store No. 338, Closed, 7820 Moffat Road, Semmes, AL 36575

<u>Service</u>	<u>Provider</u>
Electricity	Alabama Power P. O. Box 242

	Birmingham, AL 35292
Electricity	Southern Company
Water and Sewer	Mobile Area Water & Sewer System P. O. Box 2153 Birmingham, AL 35287
Telephone/Data	AT&T

Store No. 355, Closed, 13390 Perdido Key Drive, Pensacola, FL 32507

<u>Service</u>	<u>Provider</u>
Water	ECUA P. O. Box 15311 Pensacola, FL 32514
Electricity	Southern Company
Telephone/Data	AT&T

EXHIBIT "C"

UTILITY DEPOSIT ACCOUNT PAYMENT REQUEST

_____, 2009

To: James Grady
Bruno's Supermarkets, LLC
1800 International Park Drive
Suite 500
Birmingham, Alabama 35243
Email: jgrady@alvarezandmarsal.com
Facsimile: (205) 916-5258

Re: Bruno's Supermarkets, LLC ("Bruno's") Utility Deposit Account

The undersigned (the "Utility Company") hereby certifies to Bruno's that:

1. The Utility Company is making a request for payment in lawful currency of the United States of America from the Utility Deposit Account in the amount of \$_____ for service provided between the dates of _____ and _____.
2. The Utility Company certifies that Debtor defaulted in the payment of post-petition Utilities Services and amounts on account of such Utility Services are due, outstanding, and unpaid.
3. The Utility Company hereby certifies that it is owed \$_____ for post-petition utility services provided to Bruno's.
4. The Utility Company hereby certifies that the amount requested is not and does not relate to an additional adequate assurance request.
5. The Utility Company is entitled to payment of funds reserved through the Utility Deposit Account pursuant to the order granting *Debtor's Motion Pursuant To 11 U.S.C. §§ 105 And 366 For Order (I) Approving Debtor's Adequate Assurance Of Post-Petition Payments To Utility Companies And Deeming Utility Companies Adequately Assured, (II) Prohibiting The Utility Companies From Altering, Refusing, Or Disconnecting Services, And (III) Establishing Procedures For Resolving Requests For Additional Assurance* (the "Order"), entered by the United States Bankruptcy Court for the Northern District of Alabama in the bankruptcy case of *In Re Bruno's Supermarkets, LLC*, Case No. 09-____ (_____).

Please wire transfer the proceeds of the payment to the following account of the Utility Company at the financial institution indicated below:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this
Payment Request as of the _____ day of _____, 2009.

[UTILITY]

By: _____

Print Name & Title

cc: John R. Lehman II, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, AL 35203
Email: jlehman@burr.com
Facsimile: (205) 244-5744