

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE: KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> ¹ DEBTORS	CASE NO. 17-51014 (JOINT ADMINISTRATION REQUESTED) CHAPTER 11 CHIEF JUDGE ROBERT SUMMERHAYS
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**MOTION FOR INTERIM AND FINAL ORDERS UNDER 11 U.S.C. §§ 105(A)
AND 366 (I) PROHIBITING UTILITY COMPANIES FROM ALTERING OR
DISCONTINUING SERVICE, (II) DETERMINING THAT THE UTILITIES
ARE ADEQUATELY ASSURED OF FUTURE PAYMENT; AND
(III) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS
FOR ADDITIONAL ASSURANCE**

Knight Energy Holdings, LLC; Knight Oil Tools, LLC; Knight Manufacturing, LLC; KDCC, LLC f/k/a Knight Well Services, LLC; Tri-Drill, LLC; Advanced Safety & Training Management, LLC; Knight Security, LLC; Knight Information Systems, LLC; El Caballero Ranch, Inc.; Rayne Properties, LLC; Knight Aviation, LLC; Knight Research & Development, LLC; Knight Family Enterprises, LLC; HMC Leasing, LLC; and HMC Investments, LLC (collectively, the “Debtors”), as debtors-in-possession, file this *Motion for Interim and Final Orders Under 11 U.S.C. §§ 105(a) and 366 (I) Prohibiting Utility Companies From Altering or*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (0000) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (0000) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (0000) (Case No. 17-51029). The Debtors’ service address is 2272 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC’s service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC’s service address is 1042 Forum Drive, Broussard, Louisiana 70518.

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Discontinuing Service, (II) Determining that the Utilities are Adequately Assured of Future Payment; and (III) Establishing Procedures for Determining Requests for Additional Assurance (the “Motion”) and in support thereof, respectfully represent as follows:

Jurisdiction and Venue

1. 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).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

3. On this date (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of title 11 of the U.S. Code (the “Bankruptcy Code”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

4. An official committee of unsecured creditors has yet to be appointed in these Chapter 11 cases. Further, no trustee or examiner has been requested or appointed in any of these Chapter 11 cases.

5. The Debtors have filed with the Court the *Statement of Background Information and Declaration in Support of Debtors’ Chapter 11 Petitions and First-Day Motions* (the “First Day Declaration”), which is incorporated by reference in this Motion.

6. The Debtors have filed with the Court the *Debtors’ Motion for an Order Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Post-Petition Financing, (C) Granting Security Interests and Superpriority Administrative Expense Status to the DIP Agent and the DIP Lenders, (D) Granting Adequate Protection to Existing Lienholders, (E) Scheduling a Final Hearing, and (F) Granting Related Relief* (the “DIP Motion”) seeking entry of interim

and final orders (the “DIP Orders”) which includes a Debtor-proposed 13-week budget (the “Budget”). The terms of the DIP Motion, the DIP Orders, and the Budget are incorporated by reference in this Motion.

7. In the normal conduct of their business operations, the Debtors have relationships with many different utility companies and other providers (each a “Utility Company” and, collectively, the “Utility Companies”) for the provision of electric, water, sewer, natural gas, trash removal, telephone, cellular telephone, internet services, and similar utility products and services (collectively, the “Utility Services”). The Utility Companies include, without limitation, the entities set forth on the list attached hereto as **Exhibit A** (the “Utility Service List”).² The Utility Companies service the Debtors’ corporate offices and other locations.

8. The Debtors estimate that the average monthly amount owed to the Utility Companies is approximately \$190,945.29. The Debtors owe certain amounts to Utility Companies as of the Petition Date for pre-petition Utility Services. Due to the timing of the Petition Date in relationship to the Utility Companies’ billing cycles, the Debtors are also aware of Utility Services that have been invoiced to the Debtors for which payment is not yet due and Utility Services that have been provided since the end of the last billing cycle but not yet invoiced to the Debtors.

Relief Requested

9. Pursuant to section 366(a) of the Bankruptcy Code, the Debtors seek the entry of an interim order (the “Interim Order”) and a final order (the “Final Order”): (a) prohibiting the

² While the Debtors have used their best efforts to list their Utility Companies in Exhibit A, the Debtors may have inadvertently omitted certain Utility Companies from Exhibit A. Accordingly, the Debtors request that they be authorized, without further order of the Court, to amend Exhibit A to add any Utility Companies that were omitted therefrom and that the relief requested herein apply to all such entities added to Exhibit A. In addition, the Debtors reserve the right to argue that (a) any of the entities now or hereafter listed in Exhibit A is not a “utility” within the meaning of Section 366, and (b) any such entity is compelled by contractual obligation, state or local law, or otherwise, to continue to furnish services to the Debtors notwithstanding the filing of the Chapter 11 Cases.

Utility Companies (defined below) from altering, refusing or discontinuing services to, or discriminating against the Debtors on account of pre-petition amounts due, pending entry of the Final Order; (b) determining that the Utility Companies have received adequate assurance of payment for future utility services, pending entry of the Final Order; (c) establishing certain procedures for determining requests for additional assurance; (d) granting related relief; and (e) scheduling a final hearing on the Motion (the “Final Hearing”).

10. Uninterrupted Utility Services are essential to the continued operations of the Debtors’ businesses. If the Utility Companies refuse or discontinue service, even for a brief period, the Debtors’ business operations would be severely disrupted. If such disruption occurred, the impact on the Debtors’ business and revenue would be extremely harmful and would jeopardize the Debtors’ reorganization efforts. Thus, the relief requested herein is necessary and in the best interests of the Debtors’ estates and their creditors.

11. By this Motion, the Debtors seek to respect the protections that the Utility Companies have under the Bankruptcy Code, while affording the Debtors an opportunity to provide and negotiate adequate assurance without facing the threat of imminent termination of Utility Services. In particular, the Debtors request approval of certain procedures that balance the protections afforded the Utility Companies under Bankruptcy Code Section 366 and the Debtors’ need for continuous and uninterrupted Utility Services.

12. The Debtors intend to pay its post-petition obligations to the Utility Companies timely. The Debtors will make these payments from its cash reserves as of the Petition Date, cash generated through its continued operations and DIP financing.³

³ Concurrent with the filing of this Motion, the Debtors have filed a motion for authority to use cash collateral and obtain DIP financing. The relief requested herein is consistent with the Debtors’ request to use cash collateral and obtain approval of DIP financing.

Basis for Relief Requested

A. Proposed Adequate Assurance

13. The Debtors anticipate that the cash flow from their ongoing business operations and DIP financing will be sufficient to allow them to satisfy all administrative expenses, and the Debtors intend to pay all post-petition obligations owed to the Utility Companies in a timely manner. Nevertheless, the Debtors propose to (a) pay any pre-petition amounts owed to the Utility Companies, and (b) provide the Utility Companies with (i) the authority to retain any pre-petition deposits to secure payment of post-petition obligations and (ii) procedures pursuant to which the Utility Companies can seek greater or different security.

14. To provide additional adequate assurance of payment for future services to the Utility Companies, the Debtors propose that each Utility Company be paid any pre-petition amounts due by the Debtors and to retain any deposit made prepetition by the Debtors in connection with such Utility Service. Any Utility Company that does not request a deposit or other form of adequate assurance of future performance on or before the thirtieth (30th) calendar day following the entry of the interim order approving this Motion (the “Request Deadline”) shall be deemed to have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code, and shall be prohibited from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment.

15. The Debtors submit that the actual payment of pre-petition amounts owed to the Utility Companies and the retention by such Utility Companies of any prepetition deposits to secure payment for post-petition services, in conjunction with the Debtors’ demonstrated ability to pay for future utility services in the ordinary course of business (the “Proposed Adequate Assurance”), constitutes sufficient adequate assurance of future payment to the Utility

Companies to satisfy the requirements of section 366 of the Bankruptcy Code. Nonetheless, if any Utility Company believes additional assurance is required, it may request such assurance pursuant to the procedures described below

B. Adequate Assurance Procedures

16. To address the right of any Utility Company under section 366(c)(2) of the Bankruptcy Code to seek adequate assurance satisfactory to it, the Debtors propose that the following procedures (the “Adequate Assurance Procedures”) be adopted:

- (a) Any Utility Company desiring assurance of future payment for utility service beyond the Proposed Adequate Assurance must serve a request (an “Additional Assurance Request”) so that it is received by the Debtors by the Request Deadline at the following addresses: **Heller, Draper, Patrick, Horn & Dabney, LLC, New Orleans, Louisiana 70130 (Attn: Tristan Manthey)**.
- (b) Any Additional Assurance Request must (i) be made in writing; (ii) set forth the location(s) for which utility services are provided and the relevant account number(s); (iii) describe any deposits, prepayments or other security currently held by the requesting Utility Company and (iv) explain why the requesting Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- (c) Upon the Debtors’ request, receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have twenty-eight (28) days from the receipt of such Additional Assurance Request (the “Resolution Period”) to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. The Resolution Period may be extended by agreement of the Debtors and the applicable Utility Company.
- (d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional adequate assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable.
- (e) If the Debtors determine that an Additional Assurance Request is not reasonable, and are not able to resolve such request during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment made to the

requesting Utility Company (the “Determination Hearing”), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

- (f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition services.
- (g) Any Utility Company that does not comply with the Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is forbidden from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment (other than the Proposed Adequate Assurance).

17. The Adequate Assurance Procedures provide a fair, reasonable, and orderly mechanism for the Utility Companies to seek additional adequate assurance, while temporarily maintaining the status quo for the benefit of all stakeholders.

Basis for Relief Requested

18. Bankruptcy Code § 366 provides that:

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 the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.

11 U.S.C. § 366(a).

19. Congress intended Bankruptcy Code § 366 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 the 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; *see also Jones v. Boston Gas Co. (In re Jones)*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.’”) (quoting *Begley v. Phila. Elec. Co. (In re*

Begley), 760 F.2d 46, 49 (3d Cir. 1985)). The relief requested in this Motion is consistent with this policy.

20. Prior to the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”), courts, commentators, and legislative history had all confirmed that Bankruptcy Code § 366 does not require, in every case, that the debtor provide a deposit or other security to its utilities as adequate assurance of payment. In *Virginia Electric & Power Co. v. Caldor, Inc.-NY*, 117 F.3d 646, 647 (2d. Cir. 1997), the United States Court of Appeals for the Second Circuit affirmed the bankruptcy court’s ruling that the debtor’s pre-petition payment history, its post-petition liquidity, and the administrative expenses afforded post-petition invoices constituted adequate assurance of future performance. The court rejected the argument that Bankruptcy Code § 366(b) nevertheless requires a “deposit or other security.”

21. A bankruptcy court’s authority to “modify” the level of the “deposit or other security,” provided for under Bankruptcy Code § 366(b) includes the power to require no “deposit or other security” where none is necessary to provide a utility with “adequate assurance of payment.” *Id.* at 650; *see also Shirey v. Phila. Elec. Co. (In re Shirey)*, 25 B.R. 247, 249 (Bankr E.D. Pa. 1982) (“[S]ection 366(b). . . does not permit a utility to request adequate assurance of payment for continued service unless there has been a default by the debtor on a prepetition debt owed for services rendered”).

22. In BAPCPA, Congress added Bankruptcy Code § 366(c). Bankruptcy Code § 366(c) provides that in a Chapter 11 case, a utility company may alter, refuse, or discontinue utility service if, within thirty (30) days after commencement of the Chapter 11 case, the utility company does not receive adequate assurance in a form “satisfactory” to the utility company, subject to the Court’s ability to modify the amount of adequate assurance. In making a

determination of whether an assurance of payment is adequate, the Court may no longer consider (i) the absence of security before the petition date, (ii) the debtor's history of timely payments or (iii) the availability of an administrative expense priority.

23. While the form of adequate assurance may be limited under Bankruptcy Code § 366(c),⁴ the amount of the deposit or other form of security remains fully within the reasonable discretion of the Bankruptcy Court, and Bankruptcy Code § 366(c) does not require a guarantee of payment. In *In re Adelpia 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 “[i]n determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for postpetition services.” The essence of the Court’s inquiry is an examination of the totality of the circumstances in making an informed judgment as to whether utilities will be subject to an unreasonable risk of nonpayment. *Id.* at 82-83; *see In re Anchor Glass Container Corp.*, 342 B.R. 872, 875 (Bankr. M.D. Fla. 2005).

24. Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate.” *See* H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.A.N. 5963, 6306. Courts construing Bankruptcy Code § 366(b) have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Caldor, Inc. – N.Y.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with “adequate assurance” of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom., Va. Elec.*, 117 F.3d 646; *In re*

⁴ Bankruptcy Code § 366(c)(1)(A) provides that “assurance of payment” may be in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment of utility consumption, or another form of security that is mutually agreed on between the utility and the debtor. 11 U.S.C. § 366(c)(1)(A).

Adelphia Bus. Solutions, Inc., 280 BR at 80 (same); *In re Steinebach*, 2004 WL 51616, *5 (Bankr. D. Ariz. Jan. 2, 2004) (“Adequate assurance of payment is not, however, absolute assurance... All §366(b) requires is that a utility be protected from an unreasonable risk of non-payment”).

25. In addition, Bankruptcy Code § 366(c)(3)(B) provides that a court may not consider certain facts (*e.g.*, a debtor’s pre-petition history of making timely payments to a utility) in making a determination of adequate assurance of payment.

26. Thus, there is nothing within Bankruptcy Code § 366 that prevents a court from ruling that, on the facts of the case before it, the amount required to adequately assure future payment to a utility company is nominal, or even zero. Prior to the enactment of Bankruptcy Code § 366(c), courts enjoyed precisely the same discretion to make such rulings pursuant to section 366(b) of the Bankruptcy Code, and frequently did so. *See Va. Elec. & Power Co.*, 117 F.3d at 650 (“Even assuming that ‘other security’ should be interpreted narrowly, we agree with the appellees that a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”).

27. The Proposed Adequate Assurance and Adequate Assurance Procedures provide the Utility Companies with ample adequate assurance of future payment under Bankruptcy Code § 366(c). Further, the Debtors anticipate having sufficient resources to pay all valid post-petition obligations for Utility Services in a timely manner. In addition, the Debtors have significant incentives to stay current on their Utility Service obligations as they come due because of their reliance on the Utility Services for the operation of their business. These factors, which the

Court may – and should – consider when determining the amount of any adequate assurance provided, justify a finding the Proposed Adequate Assurance is more than sufficient to assure the Utility Companies of future payments.

28. Despite the adequate assurance of future payment described above, the Debtors propose to protect the Utility Companies further by establishing the Adequate Protection Procedures for requesting additional adequate assurance. Separate negotiations with each of the Utility Companies would be time-consuming and unnecessarily divert the Debtors’ personnel from other critical tasks related to the operation of their business and the restructuring. This is especially true during the first days of the Chapter 11 Cases. If the Debtors fail to reach early agreement with each Utility Company, they would have to file motions seeking expedited determinations as to adequate assurance or risk service termination.

29. The relief requested in the Motion preserves the status quo and ensures continued Utility Services, while providing a prompt forum for the resolution of any dispute as to adequate assurance. Bankruptcy Code § 105(a) authorizes the Bankruptcy court to enter “any order . . . that is necessary or appropriate to carry out the provisions of this title.” Because the proposed Adequate Assurance Procedures protect the Debtors without materially prejudicing the Utility Companies, the Adequate Assurance Procedures are fully consistent with the requirements of Bankruptcy Code § 366 and are appropriate under Bankruptcy Code § 105(a).

30. Courts in this and other jurisdictions have granted similar relief in Chapter 11 cases following the enactment of BAPCPA. *See, e.g., In re Rooster Energy, L.L.C., et al.*, 17-50705 (Bankr. W.D. La. June 6, 2017); *In re Acadiana Management Group, L.L.C., et al.*, (Bankr W.D. La. June 23, 2017); *In re A&B Valve and Piping Systems, L.L.C.*, No. 15-51336 (Bankr. W.D. La. Oct. 16, 2015); *In re Harvest Oil & Gas, LLC, et al.*, No. 15-50748 (Bankr.

W.D. La. June 25, 2015); *In re Piccadilly, LLC, et al.*, No. 12-51127 (Bankr. W.D. La. Sept. 14, 2012); *In re Louisiana Riverboat Gaming Partnership, et al.*, No. 12-12013 (Bankr. W.D. La. Aug. 3, 2012); *In re Louisiana Riverboat Gaming Partnership, et al.*, No. 12-12013 (Bankr. W.D. La. March 19, 2008); *See In re Spectrum Jungle Labs Corp.*, 09-50455 (RBK) (Bankr. W.D. Tex. Feb. 6, 2009) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re Lothian Oil, Inc.*, Case No. 07-70121 (RBK) (Bankr. W.D. Tex. June 15, 2007); (approving adequate assurance in the form of a two-week deposit to requesting utilities); *In re Superior Offshore Int'l, Inc.*, Case No. 08-32590 (WWS) (Bankr. S.D. Tex. May 20, 2008 (approving adequate assurance in the form of a post-petition security deposit equal to one-half of the average monthly utility bill). The present circumstances warrant similar relief in the Chapter 11 Cases.

Request for Waiver of Stay

31. To the extent that the relief sought in the Motion constitutes a use of property under Bankruptcy Code § 363(b), the Debtors seek a waiver of the stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of the estates.

Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers

32. The Debtors have sufficient funds to remit undisputed pre-petition amounts that are owed to Utility Companies in the ordinary course of business by virtue of their cash flows from ongoing business operations and access to debtor-in-possession financing. Also, under the Debtors' existing cash management system, the Debtors have made arrangements to readily

identify checks or wire transfer requests as relating to an authorized payment in respect of the Utility Companies. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently and the Court should authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested herein.

Subject to DIP Orders

33. Notwithstanding any provision herein to the contrary, this Motion and all relief sought hereby shall be subject in all respects to the DIP Orders, the Budget, and any other cash collateral order financing orders granted in the Cases.

Notice

34. Notice of this Motion has been provided to: (i) the Office of the United States Trustee; (ii) the Debtors and their counsel; (iii) Clearlake Capital Group, L.P. and/or its counsel; (iv) Cantor Fitzgerald Securities and/or its counsel; (v) Whitney National Bank and/or its counsel; (vi) JP Morgan Chase Bank and/or its counsel; (vi) Iberia Bank and/or its counsel; (viii) all other secured creditors; (ix) any party whose interests are directly affected by this specific pleading; (x) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (xi) counsel for and the members of any official committees appointed by this Court; (xii) the consolidated 30 largest unsecured creditors of the Debtors; (xiii) all governmental agencies having a regulatory or statutory interest in these cases; and (xiv) all Utility Companies on the Utility Service List. No other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court (i) grant the Motion and (ii) grant such other and further relief as is just and proper.

Dated: August 8, 2017.

Respectfully submitted,

/s/ William H. Patrick, III

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