

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

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In re:	§	
	§	Chapter 11
	§	
BURKHALTER RIGGING, INC., <i>et al.</i> , <sup>1</sup>	§	Case No. 19-30495 (MI)
	§	
Debtors.	§	(Jointly Administered)
	§	

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**NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR  
AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR  
UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH  
ON EXHIBIT A ATTACHED HERETO**

**PLEASE TAKE NOTICE** that March 20, 2019, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order Granting Expedited Motion of Debtors for Order (1) Approving Bidding Procedures, (2) the Form of Asset Purchase Agreement, (3) Payment of the Break-Up Free to the Stalking Horse Bidder, (4) the Form and Manner of Notices, (5) Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases and (6) Related Relief* [Docket No. 179] (the “Bidding Procedures Order”), authorizing the Debtors to conduct an auction (the “Auction”) to select the party to purchase substantially all of the Debtors' assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Motion as Exhibit C, the “Bidding Procedures”)

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder(s) certain of the contracts listed on the Assigned Contracts Schedule (each, an “Assigned Contract”), attached hereto as Exhibit A, to which you are a counterparty (a “Contract Counterparty”), upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Assigned Contracts is as set forth on Exhibit A attached hereto (the “Cure Costs”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Costs, object to a proposed assignment to a Successful Bidder of any Assigned Contract, or object to the ability of a Successful Bidder to provide adequate assurance of future

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, include: Burkhalter Rigging, Inc. (8314); Burkhalter Specialized Transport, LLC (1511); and Burkhalter Transport, Inc. (2096). The address for all of the Debtors is 2193 Highway 45 South, Columbus, MS 39701.

performance with respect to any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Costs, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) if you object to proposed Cure Costs or a proposed assignment to the Successful Bidder of any Assigned Contract, be filed with the Court and served and actually received no later than **(1) April 19, 2019, at 5:00 p.m. (prevailing Central Time); or (2) 14 days after a Supplemental Cure Notice is served** (the “Cure Objection Deadline”) upon the following parties: (a) the Debtors, Foley Gardere, 2021 McKinney Avenue, Dallas, Texas 75201, Attn: Marcus A. Helt ([mhelt@foley.com](mailto:mhelt@foley.com)), Shiva Beck ([sbeck@foley.com](mailto:sbeck@foley.com)), and Jack Haake ([jhaake@foley.com](mailto:jhaake@foley.com)); (b) the U.S. Trustee, Office of the United States Trustee, 515 Rusk Ave, Ste 3516, Houston, Texas 77002, Attn: Stephen Douglas Statham.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Costs(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of a Successful Bidder's ability to perform is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Costs as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Cure Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and a Successful Bidder with respect to such executory contracts and/or unexpired leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract.

*[Remainder of page intentionally left blank.]*

Dated: March 20, 2019

Respectfully Submitted,

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

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-and-

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***Counsel for the Debtors and Debtors in Possession***

**EXHIBIT A**

None