

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

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

**NOTICE OF AUCTION FOR THE SALE OF SUBSTANTIALLY ALL ASSETS OF
BURKHALTER RIGGING, INC., AND DEBTOR AFFILIATES FREE AND CLEAR OF
ANY AND ALL CLAIMS, INTERESTS, AND ENCUMBRANCES**

PLEASE TAKE NOTICE that the debtors and debtors in possession in the above-captions chapter 11 cases (collectively, the “Debtors”)² are soliciting offers for the purchase of substantially all of the Debtors’ assets and assumption of certain liabilities of the Debtors consistent with the bidding procedures (the “Bidding Procedures”) approved by the United States Bankruptcy Court for the Southern District of Texas (the “Court”) by entry of an order on March 20, 2019 [Docket No. 179] (the “Bidding Procedures Order”). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Bidding Procedures Order, the Bidding Procedures or the Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the Bid Deadline is **April 29, 2019 at 5:00 p.m. (prevailing Central Time)**, and that any person or entity who wishes to participate in the Auction must comply with the participation requirements, bid requirements, and any other requirements set forth in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that the Debtors intend to conduct the Auction, at which time they will consider proposals submitted to the Debtors and their professionals, by and pursuant to the Bidding Procedures as set forth in the Bidding Procedures Order, on **May 7, 2019 at 10:00 a.m. (prevailing Central Time)** at Foley Gardere, 1000 Louisiana Street, Suite 2000, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE that the Debtors expect to seek approval of the Sale at the Sale Hearing which is presently scheduled to commence on **May 9, 2019 at 2:00 p.m.**

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, as applicable.

(prevailing Central Time), or as soon thereafter as counsel may be heard before the Honorable Marvin Isgur, Courtroom 404, 4th Floor, 515 Rusk Street, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to objections to proposed cure amounts or the assumption and assignment of Assigned Contracts, objections, if any to a proposed Sale must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court, so that it may be actually received by the following parties, prior to **April 19, 2019, at 5:00 p.m. (prevailing Central Time)** (the “Sale Objection Deadline”). Objections to anything that happened at the Auction must be received prior to **May 8, 2019 at 5:00 p.m. (prevailing Central Time)** (the Auction Objection Deadline).

Counsel to the Debtors	The United States Trustee
Foley Gardere 2021 McKinney Avenue Dallas, Texas 75201 Attn: Marcus A. Helt (mhelt@foley.com), Shiva Beck (sbeck@foley.com), and Jack Haake (jhaake@foley.com);	Office of the United States Trustee For the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Stephen Douglas Statham

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION
ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO A SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SELLING DEBTORS’ ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE ASSET PURCHASE AGREEMENT.

NO SUCCESSOR OR TRANSFEREE LIABILITY

The Sale Order is expected to provide, among other things, that the Successful Bidder from the Sale will have no responsibility for, and the assets will be sold free and clear of any successor liability, including the following:

To the greatest extent allowable by applicable law, the Successful Bidder shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement or a separate asset purchase agreement entered into with the Successful Bidder (if the Stalking Horse Bidder is not the successful Bidder), the consummation of the Sale, or the transfer or operation of the assets, to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than with respect to any obligations as an assignee under the Assigned Contracts); (b) have, de facto or otherwise, merged with or into the Debtors; or (c) be an alter ego or mere continuation or substantial continuation of the Debtors, in the case of each of (a), (b), and (c), including, without limitation, within the meaning of any foreign, federal,

state or local revenue law, pension law, the Employee Retirement Security Act, the Consolidation Omnibus Budget Reconciliation Act, the WARN Act, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1974 (as amended), the National Labor Relations Act, environmental liabilities, debts, claims or obligations, any liabilities, debtors or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. All rights of any party to set off any claims, debts or obligations owed by or to the Successful Bidder in connection with the assets shall be extinguished upon the Court entering the Sale Order. Other than as expressly set forth in the Asset Purchase Agreement (or another Successful Bidder's purchase agreement, as applicable), with respect to Assumed Liabilities, the Successful Bidder shall not have any responsibility for (a) any liability or obligation of the Debtors or related to the assets or (b) any claims (as such term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates. To the greatest extent allowed by applicable law, the Successful Bidder shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de factor merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the entry of the Sale Order, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the assets prior to the entry of the Sale Order. The Stalking Horse Bidder would not have entered into the Asset Purchase Agreement but for the foregoing protections against potential claims based upon "successor liability" theories.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, in their reasonable business judgment and subject to the exercise of their fiduciary duties, to modify the Bidding Procedures and/or terminate discussions with any Potential Bidders at any time, to the extent not materially inconsistent with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits are available at <http://cms-cr.cases-cr.stretto.com/burkhalterrigging>.

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Dated: March 20, 2019

Respectfully Submitted,

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

FOLEY GARDERE

Foley Lardner LLP

1000 Louisiana St., Suite 2000

Houston, Texas 77002

Telephone: (214) 999-4526

Facsimile: (214) 999-3526

Email: mhelt@foley.com

-and-

Jack G. Haake (*Pro Hac Vice*)

FOLEY & LARDNER LLP

Washington Harbour

3000 K Street, N.W., Suite 600

Washington, D.C. 20007-5109

Telephone: (202) 295-4085

Facsimile: (202) 672-5399

Email: jhaake@foley.com

Counsel for the Debtors and Debtors in Possession