

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**MOTION FOR AN ORDER AUTHORIZING THE DEBTORS TO
CONTINUE THEIR INSURANCE PROGRAMS AND PAY RELATED OBLIGATIONS**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") move the Court for the entry of an order pursuant to sections 105(a) and 363 of the Bankruptcy Code: (i) authorizing the Debtors to (a) continue their Insurance Policies (as defined below) and (b) pay certain prepetition and postpetition obligations related thereto; and (ii) granting certain related relief. In support of this motion, the Debtors respectfully represent as follows:

Background

1. On the date hereof (the "Petition Date"), each of the Debtors commenced a case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.² The Debtors are continuing in possession of their properties and are managing their business, as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Swift Energy Company (0661); Swift Energy International, Inc. (6721); Swift Energy Group, Inc. (8150); Swift Energy USA, Inc. (8212); Swift Energy Alaska, Inc. (6493); Swift Energy Operating, LLC (2961); GASRS LLC (4381); SWENCO-Western, LLC (0449); and Swift Energy Exploration Services, Inc. (2199). The address of each of the Debtors is 17001 Northchase Drive, Suite 100, Houston, Texas 77060.

² This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.



2. The Debtors are an independent energy company engaged in the exploration, development, production and acquisition of oil and natural gas properties. The Debtors are headquartered in Houston, Texas. Their primary assets and operations are focused in the Eagle Ford trend of South Texas and, to a lesser extent, the onshore and inland waters of Louisiana. For the nine months ended September 30, 2015, the Debtors generated revenue of approximately \$195.7 million from net oil and gas production of 8.8 million barrels of oil equivalents (MMBoe). Crude oil represented 47% and natural gas represented 44% of the Debtors' oil and gas revenues for the nine months ended September 30, 2015 (22% and 66% of the volumes for crude oil and natural gas, respectively), with the remaining production and revenues coming from natural gas liquids (NGLs).

3. Additional information regarding the Debtors and these cases, including the Debtors' business, corporate structure, financial condition, and the reasons for and objectives of these cases, is set forth in the Declaration of Dean E. Swick in Support of First Day Pleadings (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

The Debtors' Insurance Policies

4. In the ordinary course of their business, the Debtors maintain liability and property insurance policies that provide coverage for, among other things: general liability; excess umbrella coverage; automobile liability; non-owned aircraft liability; marine liability; hull and machinery liability; vessel pollution liability; workers' compensation; directors and officers liability; fiduciary liability; employer's practices liability; commercial crime; marine risk; control of well; and onshore risk (collectively, as such policies may be supplemented, amended, extended, renewed or replaced, the "Insurance Policies"). The Insurance Policies are essential to

preserve the Debtors' business and, in some cases, are required by various laws, regulations or contracts that govern the Debtors' business.

5. The Debtors maintain the Insurance Policies through several different insurance carriers (collectively, the "Insurance Carriers"). The name of the Insurance Carrier, the policy number, the term, and the type of policy for each current Insurance Policy are set forth in Exhibit A annexed hereto. Most of the Insurance Policies include coverage for all wholly owned subsidiaries of Debtor Swift Energy Company, including the non-debtor, foreign affiliates.³ The maintenance of these policies is necessary to the operation of the Debtors' business. While most premiums under the Insurance Policies (collectively, the "Premiums") are paid annually, either in January or June, workers' compensation Premiums are paid in eight monthly installments following a 25% down payment at the beginning of the year, and Premiums under the energy policy (which includes, among other things, coverage for control of well and marine risk) are paid quarterly, with a 25% deposit due in January with respect to a portion of the coverage. The Debtors estimate that they owe approximately \$1,576,000 in Premiums as of the Petition Date.

6. Additionally, the Debtors employ two brokers, Jardine Lloyd Thompson Group PLC ("JLT") and Alliant Insurance Services, Inc. ("Alliant" and together with JLT, the "Brokers") to manage and negotiate the majority of their Insurance Policies. The Debtors estimate that they owe the Brokers \$137,500 of the Petition Date.

7. In addition to the Premiums, with the exception of the workers' compensation policy, the Insurance Policies impose various deductibles for claims asserted under

³ Given that the foreign, non-debtor affiliates are non-operating entities with little to no activity, the Debtors do not anticipate that covered claims would be asserted against these entities.

the Insurance Policies. Certain of the Debtors' obligations, including deductibles, under the general liability policy are backed by a letter of credit in the amount of \$750,000. The energy policy and onshore risk policy also require co-insurance by the Debtors with respect to covered claims, ranging from 10% to 15%. To the Debtors' knowledge, no amounts are currently owed for insurance deductibles relating to the period prior to the Petition Date.

8. Finally, though the Debtors recently renewed most of the Insurance Policies, certain of the Insurance Policies will expire in May of 2016 or thereafter. As a result, the Debtors may be required to renew or enter into new Insurance Policies to replace the expiring policies and make required premium payments in that regard while these cases are pending. Though it is the Debtors' view that the renewal or entry into new policies and the payment of any associated premiums would be in the ordinary course of their business and would not require the Court's approval, the Debtors request such approval out of an abundance of caution.

Basis for Relief Requested

9. The Debtors request authority to: (a) continue their Insurance Policies on an uninterrupted basis in accordance with the same practices and procedures in effect prior to the Petition Date and to renew their Insurance Policies or obtain replacement coverage, as needed in the ordinary course of business, without further approval from this Court; (b) pay, in their sole discretion, all undisputed premiums, claims, deductibles, fees, and other obligations relating to the Insurance Policies, as applicable, that relate to the period before or after the Petition Date and are due and payable (collectively, the "Insurance Obligations");⁴ and (c) liquidate in an appropriate forum or settle such Insurance Obligations as necessary.

⁴ Nothing contained herein is intended or shall be construed as: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a

The Doctrine of Necessity Provides the Basis for Granting the Requested Relief

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, a debtor may incur and the court may allow "the actual, necessary costs and expenses of preserving the estate." Further, Section 363(b)(1) of the Bankruptcy Code provides: "The trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent the abuse of process.

11 U.S.C. § 105(a).

11. Courts have repeatedly recognized "the existence of the judicial power to authorize a debtor . . . to pay prepetition claims where such payment is essential to the continued operations of the debtor." In re Ionosphere Clubs, Inc., 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); see also In re Columbia Gas Sys., Inc., 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (finding that a debtor is entitled to pay certain prepetition creditors upon a showing that the payment is "essential to the continued operation of the business" (citations omitted)). The United States Supreme Court first articulated the equitable common law principle commonly referred to as the "doctrine of necessity" over 125 years ago in Miltenberger v. Logansport, C. & S.W.R. Co., 106 U.S. 286 (1882). "The Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of pre-petition claims when such

(continued...)

promise to pay any claim; (iv) an implication or admission that any particular claim against the Debtors would constitute a premium or Insurance Obligation; or (v) the assumption of any contract.

payment is necessary for the debtor's survival during chapter 11." In re Just for Feet, Inc., 242 B.R. 821, 825 (D. Del. 1999).

12. Under the doctrine of necessity, a bankruptcy court may exercise its equitable power to authorize a debtor to pay critical prepetition claims, even though such payments are not explicitly authorized under the Bankruptcy Code. See In re Columbia Gas Sys., Inc., 136 B.R. at 939 (citing In re Lehigh & New England Ry. Co., 657 F.2d 570, 581 (3d Cir. 1981) (recognizing that "if payment of a prepetition claim 'is essential to the continued operation of [the debtor], payment may be authorized'")).

13. The bankruptcy court's exercise of its authority under the "doctrine of necessity" is appropriate to carry out specific statutory provisions of chapter 11, specifically sections 1107(a), 1108 and 363(b)(1) of the Bankruptcy Code, which collectively authorize a debtor in possession to maintain and operate the debtor's business and use estate property outside of the ordinary course of business. Indeed, a debtor in possession operating a business under section 1108 of the Bankruptcy Code has a duty to protect and preserve the value of the debtor's business, and prepetition claims may be paid if necessary to perform the debtor in possession's duty. See In re CoServ, LLC, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) ("There are occasions when this duty can only be fulfilled by the preplan satisfaction of a prepetition claim.").

14. The relief requested in this motion is necessary for the Debtors both to continue their operations during the course of these chapter 11 cases and proceed with their chapter 11 cases. For instance, the guidelines for chapter 11 trustees, promulgated by the Department of Justice, Executive Office for the United States Trustee, require debtors to

maintain appropriate levels of insurance.⁵ Additionally, section 1112(b)(4)(C) of the Bankruptcy Code states that a "failure to maintain appropriate insurance that poses a risk to the estate or to the public," is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Further, if the Insurance Policies were to lapse, the Debtors could be exposed to substantial liability for damages resulting to persons and property of the Debtors and others, which could negatively impact the Debtors' ability to successfully reorganize. Moreover, the Debtors would also be required to obtain replacement insurance on an expedited basis, likely at a cost greater than the cost of the current Insurance Policies.⁶ As such, the Debtors submit that the relief sought herein is in the best interests of the Debtors and their estates.

15. To the extent any of the Insurance Policies or related agreements are deemed to constitute an executory contract within the meaning of section 365 of the Bankruptcy Code, the Debtors do not, at this time, seek to assume any such contract. Accordingly, if the Court authorizes the payments described above, such payments should not be deemed to constitute a postpetition assumption or adoption of the programs, policies, or agreements as executory contracts. The Debtors reserve all of their rights under the Bankruptcy Code with respect to the Insurance Policies, and the authorization to pay amounts due under the Insurance Policies should not affect the Debtors' right to contest the amount or validity of these obligations.

⁵ See U.S. Department of Justice, Executive Office of United States Trustees, Chapter 11 Trustee Handbook (May 2004), at 26-27 ("In securing the assets of the estate, the chapter 11 trustee is required to . . . maintain appropriate insurance for the estate. . . . [T]o the extent necessary, and if reasonably available, the chapter 11 trustee must maintain the following types of insurance adequate to protect the estate: general comprehensive liability; fire and theft; workers' compensation; vehicle; product liability; flood and/or windstorm insurance; and other insurance as customary or prudent in the debtor's business or as required by law.").

⁶ In addition, the Debtors may need to renew or replace certain of their Insurance Policies while these cases are pending. If the Debtors do not honor their obligations under the Insurance Policies, the Insurance Carriers may be reluctant to continue doing business with the Debtors.

16. Relief similar to the relief requested herein has been granted in this district in numerous other chapter 11 cases. See, e.g., In re Samson Res. Corp., Case No. 15-11934 (CSS) (Bankr. D. Del. Oct. 14, 2015); In re Hercules Offshore, Inc., Case No. 15-11685 (KJC) (Bankr. D. Del. Aug. 14, 2015); In re Milagro Holdings, LLC, Case No. 15-11520 (KG) (Bankr. D. Del. July 17, 2015); In re Molycorp, Inc., Case No. 15-11357 (CSS) (Bankr. D. Del. June 26, 2015); In re Cal Dive Int'l, Inc., Case No. 15-10458 (Bankr. D. Del. Mar. 27, 2015).

Request for Authority for Banks To Honor and Pay Checks in Connection Herewith

17. In addition, by this motion, the Debtors request that all applicable banks and other financial institutions (collectively, the "Banks") be authorized, when requested by the Debtors, to receive, process, honor and pay any and all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to the Insurance Obligations, whether such checks were presented or fund transfer requests were submitted prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments. The Debtors represent that these checks are drawn on specific disbursement accounts and can be readily identified as relating directly to the authorized payment of the Insurance Obligations.

Requests for Immediate Relief and Waiver of Stay

18. Pursuant to Rules 6003(b) and 6004(h) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors seek (a) immediate entry of an order granting the relief sought herein and (b) a waiver of any stay of the effectiveness of such an order. Bankruptcy Rule 6003(b) provides, in relevant part, that "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to pay all or part of a claim that arose

before the filing of the petition." Accordingly, where the failure to grant any such requested relief would result in immediate and irreparable harm to the Debtors' estates, the Court may allow the Debtors to pay all or part of a claim that arose before the Petition Date prior to the twenty-first day following the Petition Date. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise."

19. As set forth above and in the First Day Declaration, the payment of the Insurance Obligations is necessary to prevent the immediate and irreparable damage to the Debtors' business, property and assets and the increased costs that may arise if the Insurance Policies are allowed to lapse. Accordingly, the Debtors submit that ample cause exists to justify (a) the immediate entry of an order granting the relief sought herein and (b) a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h).

Reservation of Rights

20. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' right to dispute any claim on any ground; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; (e) a request to assume any executory contract or unexpired lease; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

Consent to Jurisdiction

21. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to this motion

if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

Notice

22. Notice of this motion will be provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Debtors' largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (c) Kirkland & Ellis LLP, as counsel to the ad hoc committee of a majority of holders of the Debtors' prepetition unsecured notes; (d) counsel to JP Morgan Chase Bank, N.A., in its capacity as administrative agent for the senior secured lenders; (e) counsel to the indenture trustee under the respective prepetition indentures governing the unsecured notes; (f) the Banks; (g) counsel to Cantor Fitzgerald Securities LLC in its capacity as administrative agent under the proposed debtor in possession financing; and (h) all parties entitled to notice pursuant to Local Rule 9013-1(m). As this motion is seeking "first day" relief, this motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this motion is necessary.

No Prior Request

23. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order substantially in the form attached hereto as Exhibit B, granting: (i) the relief requested herein; and (ii) such other and further relief to the Debtors as the Court may deem proper.

Dated: December 31, 2015
Wilmington, Delaware

Respectfully submitted,

/s/ Zachary I. Shapiro
Daniel J. DeFranceschi (DE 2732)
Zachary I. Shapiro (DE 5103)
Brendan J. Schlauch (DE 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

-and-

Gregory M. Gordon (TX 08435300)
JONES DAY
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100

Thomas A. Howley (TX 24010115)
Paul M. Green (TX 24059854)
JONES DAY
717 Texas, Suite 3300
Houston, Texas 77002
Telephone: (832) 239-3939
Facsimile: (832) 239-3600

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

EXHIBIT A

TYPE OF COVERAGE	INSURANCE PROVIDER	POLICY #	POLICY TERM
General Liability	Gemini Insurance Company	JGH2002001	12/15/15 - 12/15/16
Excess Umbrella Liability	Gemini Insurance Company	JUH2001790	12/15/15 - 12/15/16
	Arch Insurance Company	79577693	12/15/15 - 12/15/16
	QBE Insurance Corporation	EEO004747803	12/15/15 - 12/15/16
	AXIS Surplus Insurance Company	EAU770987012014	12/15/15 - 12/15/16
Automobile Liability	Liberty Mutual Fire Insurance Co.	AS2-691-419608-044	12/15/15 - 12/15/16
Non-Owned Aircraft	Federal Insurance Company	9958625305	12/15/15 - 12/15/16
Marine Liability	Liberty Mutual Insurance Company	3H618481008	12/15/15 - 12/15/16
Hull & Machinery / Protection & Indemnity	Liberty Mutual Insurance Company	3HAALOL0004	12/15/15 - 12/15/16
OPA - Vessel Pollution Ins.	Water Quality Insurance Syndicate	4851002	12/15/15 - 12/15/16
WC (All States Program) TX, LA, CA & Employers Liability	Liberty Mutual Fire Insurance Co.	WC2-691-419608-054	12/15/15 - 12/15/16
Energy Package	Lloyd's Syndicate 1036	14PKG9960	12/15/14 - 12/15/16
Onshore All Risk Physical Damage	Underwriters at Lloyd's, London	B0753PE1410896000	12/15/15 - 12/15/16
Directors & Officers Liability	AEGIS Insurance Services, Inc.	DP5012915P	05/12/15 - 12/31/16
	QBE Insurance Corporation	QPL0096377	05/12/15 - 12/31/16
	Starr Indemnity & Liability Company	SISIXFL21218915	05/12/15 - 12/31/16
	Illinois National Insurance Company A capital stock company	01-308-14-20	05/12/15 - 12/31/16
	Argonaut Insurance Company	MLX7601384-00	05/12/15 - 12/31/16
Side A Difference In Conditions	Federal Insurance Company	8242-7437	05/12/15 - 12/31/16
Fiduciary Liability	Illinois National Insurance Company A capital stock company	01-308-02-20	05/12/15 - 12/31/16
Employment Practices Liability	AXIS Insurance Company	MHN760006/01/2015	05/12/15 - 12/31/16
Commercial Crime including (ERISA)	Great American Insurance Company	SAA 533-93-64-07 00	05/12/15 - 05/12/16
Special Crime	HCC U.S. Specialty Insurance Company	U714-85331	05/12/14 - 05/12/17

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-_____ (_____)
	:	
Debtors.	:	(Jointly Administered)
	:	

**ORDER AUTHORIZING THE DEBTORS TO CONTINUE THEIR
INSURANCE PROGRAMS AND PAY RELATED OBLIGATIONS**

This matter coming before the Court on the Motion for an Order Authorizing the Debtors to Continue Their Insurance Programs and Pay Related Obligations (the "Motion");² the Court having reviewed the Motion and the First Day Declaration and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) notice of the Motion and the Hearing was sufficient under the circumstances and (v) there is good cause to waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h); after due deliberation the Court having determined that the relief requested in the Motion is (i) in the best interests of the Debtors, their estates and their creditors and (ii) necessary to prevent immediate

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Swift Energy Company (0661); Swift Energy International, Inc. (6721); Swift Energy Group, Inc. (8150); Swift Energy USA, Inc. (8212); Swift Energy Alaska, Inc. (6493); Swift Energy Operating, LLC (2961); GASRS LLC (4381); SWENCO-Western, LLC (0449); and Swift Energy Exploration Services, Inc. (2199). The address of each of the Debtors is 17001 Northchase Drive, Suite 100, Houston, Texas 77060.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

and irreparable harm to the Debtors and their estates; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized but not directed to: (a) continue their Insurance Policies on an uninterrupted basis in accordance with the same practices and procedures in effect prior to the Petition Date, and to renew their Insurance Policies or obtain replacement coverage, as needed in the ordinary course of business, without further approval from this Court; (b) pay, in their sole discretion, all undisputed premiums, claims, deductibles, fees, and other obligations relating to the Insurance Policies, as applicable, that relate to the period before or after the Petition Date and are due and payable (collectively, the "Insurance Obligations"); and (c) liquidate in an appropriate forum or settle such Insurance Obligations as necessary. Except pursuant to a further order of this Court, the Debtors are authorized but not directed to pay any prepetition Insurance Obligations in an aggregate amount not to exceed \$1,714,000.
3. The Banks are authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the Insurance Obligations, regardless of whether such checks were presented or fund transfer requests were submitted prior to or after the Petition Date, provided that funds are available in the Debtors' accounts to cover such checks and fund transfers. The Banks are authorized to rely on the Debtors' designation of any particular check or fund transfer as approved by this Order.
4. Nothing in the Motion or this Order, nor the Debtors' payment of claims pursuant to this Order, shall be deemed or construed as: (a) an admission as to the validity of

any claim against the Debtors; (b) a waiver of the Debtors' right to dispute any claim on any ground; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; (e) a request to assume any executory contract or unexpired lease; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

5. Nothing in the Motion or this Order shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of, or basis for, any claims against the Debtors in connection with or relating to the Debtors' Insurance Policies.

6. To the extent any of the Insurance Policies or related agreements are deemed to be executory contracts within the meaning of section 365 of the Bankruptcy Code, as to which all parties' rights are reserved, neither this Order nor any payments made in accordance with this Order shall constitute the postpetition assumption of those Insurance Policies or related agreements under section 365 of the Bankruptcy Code.

7. Notwithstanding anything to the contrary contained herein, the relief granted in this Order and any payment to be made hereunder shall be subject to the terms of any orders authorizing debtor-in-possession financing and/or granting the use of cash collateral approved by this Court in these chapter 11 cases (including with respect to any budgets governing or relating to such use), and to the extent there is any inconsistency between the terms of such financing and/or cash collateral orders and any action taken or proposed to be taken hereunder, the terms of such financing and/or cash collateral orders shall control.

8. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Order.

9. This Order shall be immediately effective and enforceable upon its entry, and the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

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

Dated: _____, 2016
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE