

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X		
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<i>In re</i>	:		Chapter 11
	:		
MAXUS ENERGY	:		Case No. 16-11501 (CSS)
CORPORATION, <i>et al.</i> ,	:		
	:		Jointly Administered
Debtors. ¹	:		Objection Deadline: July 12, 2017 at 4:00 p.m. (ET)
	:		
	X		

**THIRD NOTICE OF PROPOSED SALE OF DE MINIMIS
ASSETS PURSUANT TO DE MINIMIS SALE PROCEDURES**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to the *Order Establishing Certain Procedures for the Sale or Abandonment of De Minimis Assets Pursuant to Sections 105(a), 363 and 554 of the Bankruptcy Code and Bankruptcy Rule 2002*, dated April 5, 2017 [D.I. 1109] (the “Sale Order”), propose to sell certain *de minimis* assets (the “Assets”) pursuant to agreements with the purchasers identified on Schedule 1 hereto. This Notice is being provided in accordance with, and sets forth the information required under, the Sale Order.

Description of the Assets. The Assets consist of those items listed and described with particularity in the column titled “Description of the Assets” on Schedule 1 hereto.

Relationship of Purchaser to the Debtors. Each purchaser’s relationship, if any, with the Debtors is described as to each transaction and listed in the column titled “Relationship of Purchaser to the Debtors” on Schedule 1 hereto.

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

Liens and Encumbrances on the Assets. The Debtors are aware of the liens and/or encumbrances on the Assets listed in the column titled “Liens and Encumbrances on the Assets” on Schedule 1 hereto. To the extent that any party has liens and/or encumbrances on the Assets, the Debtors submit that any such lien or encumbrance will attach to the proceeds of the sale with the same validity, extent and priority such lien had immediately prior to the sale of the Assets, subject to any rights and defenses of the Debtors with respect thereto.

Material Economic Terms and Conditions of the Proposed De Minimis Sale. The Debtors propose to sell the Assets to purchasers on an “as is” basis, free and clear of all liens, claims or encumbrances therein, pursuant to section 363(f) of the Bankruptcy Code (the “De Minimis Sales”). Each purchaser has agreed to pay the purchase price for the Assets as set forth in the column titled “Material Economic Terms and Conditions of the Proposed De Minimis Sale” on Schedule 1 hereto.

Procedures to Object to the Proposed De Minimis Sale. Any objection to the proposed De Minimis Sale (an “Objection”) must: (a) be in writing; (b) state with specificity the nature of the objection; and (c) be filed with the Bankruptcy Court and served on the parties identified on the exhibit attached hereto (the “Interested Parties”) on or before July 12, 2017 (the “Objection Deadline”).

If no Objections are filed with the Bankruptcy Court and served on the Interested Parties by the Objection Deadline in accordance with the terms of the Sale Order described above, then the Debtors may proceed with the De Minimis Sale in accordance with the terms of the Sale Order. The Debtors may consummate a De Minimis Sale prior to expiration of the applicable Objection Deadline if the Debtors obtain each Interested Party's written consent to the De Minimis Sale.

Dated: June 30, 2017
Wilmington, Delaware

/s/ Travis G. Buchanan

M. Blake Cleary (No. 3614)

Joseph M. Barry (No. 4221)

Justin P. Duda (No. 5478)

Travis G. Buchanan (No. 5595)

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Counsel for Debtors and Debtors-in-Possession

Schedule 1

Maxus Energy Corporation et al.
De Minimis Asset Sales

Purchaser	Description of the Assets	Relationship of Purchaser to the Debtors	Liens and Encumbrances on the Assets	Material Economic Terms and Conditions of the Proposed De Minimis Sale
Carla Queen	Miscellaneous office furniture, miscellaneous office supplies	Contractor	None	The Purchaser has agreed to pay a purchase price of \$1,094.00 for the Assets
Derrick Vallance	Miscellaneous equipment	Employee	None	The Purchaser has agreed to pay a purchase price of \$290.00 for the Assets
Felisha Miller	Miscellaneous equipment, used computer monitors	Employee	None	The Purchaser has agreed to pay a purchase price of \$608.00 for the Assets
Gerardo Cortes	Miscellaneous equipment	Employee	None	The Purchaser has agreed to pay a purchase price of \$150.00 for the Assets
Javier Gonzalez	Miscellaneous office furniture, miscellaneous equipment, used computer monitors	Employee	None	The Purchaser has agreed to pay a purchase price of \$620.00 for the Assets
Lisa Jalomo	Miscellaneous office equipment	Employee	None	The Purchaser has agreed to pay a purchase price of \$66.00 for the Assets
Lisa Waskom	Miscellaneous office furniture	Creditor Employee	None	The Purchaser has agreed to pay a purchase price of \$61.00 for the Assets
Paul Bluestein	Miscellaneous equipment	Former Employee	None	The Purchaser has agreed to pay a purchase price of \$200.00 for the Assets
Robert Hooper	Miscellaneous office furniture	None	None	The Purchaser has agreed to pay a purchase price of \$100.00 for the Assets
Ryan Adair	Miscellaneous equipment	None	None	The Purchaser has agreed to pay a purchase price of \$50.00 for the Assets
Sammy Saleh	Miscellaneous office furniture	Employee	None	The Purchaser has agreed to pay a purchase price of \$400.00 for the Assets
Teresa Jordan	Miscellaneous office furniture, miscellaneous equipment	Former Employee	None	The Purchaser has agreed to pay a purchase price of \$100.00 for the Assets
Veronica Mata	Miscellaneous office furniture, miscellaneous equipment	Employee Spouse	None	The Purchaser has agreed to pay a purchase price of \$72.50 for the Assets