

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

<b>In re</b>  <b>HAHN HOTELS OF SULPHUR SPRINGS, LLC, <i>et al.</i><sup>1</sup></b>  <p style="text-align: center;"><b>Debtors.</b></p>	§ § § § § § § § §	<b>Chapter 11</b>  <b>Case No. 17-40947</b>  <b>(Joint Administration Requested)</b>
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**DEBTORS’ EMERGENCY MOTION FOR INTERIM AND FINAL ORDER  
AUTHORIZING USE OF CASH COLLATERAL**

**THE DEBTORS HAVE REQUESTED THAT A HEARING BE CONDUCTED ON THIS MATTER ON MAY 4, 2017 AT 9:30 AM IN THE UNITED STATES BANKRUPTCY COURTROOM LOCATED AT 660 NORTH CENTRAL EXPRESSWAY, SUITE 300B, PLANO, TEXAS 75074.**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.**

**EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN TWENTY-ONE DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE.**

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<sup>1</sup> The Debtors in these chapter 11 cases are, including the last four digits of their respective EIN number, are as follows: Hahn Hotels of Sulphur Springs, LLC (2980), Hahn Investments, LLC (0448); Hahn Hotels, LLC (5692), Sleep Inn Property, LLC (6525), SI of Longview, LLC (2196), and Copeland’s of Longview, LLC (6181). The shared mailing address for all Debtors is: 525 Gilmer St., PO Box 113, Sulphur Springs, Texas 75482.

Hahn Hotels of Sulphur Springs, LLC, Hahn Investments, LLC (“**Hahn Investments**”), Hahn Hotels, LLC, Sleep Inn Property, LLC, SI of Longview, LLC, and Copeland’s of Longview, LLC, each a Texas limited liability company (collectively, the “**Debtors**”), file this *Emergency Motion for an Interim and Final Order Authorizing Continued Use of Cash Collateral* (the “**Motion**”). In support of the Motion, the Debtors incorporate by reference the *Declaration of Dante E. Hahn in Support of First Day Motions and Applications*, dated May 1, 2017 (the “**First Day Declaration**”) and respectfully represent as follows:

### **I. Jurisdiction and Venue**

1. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334(b). This Court can hear and determine this matter in accordance with 28 U.S.C. § 157 and the standing order of reference of bankruptcy cases and proceedings in this District. This matter is a core proceeding, and venue for this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

### **II. Factual Background**

2. On May 1, 2017 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

3. Each of the Debtors remains in possession of its property and is operating its business as debtor-in-possession, pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

4. A detailed description of the Debtors’ business, capital structure, and the events leading to these chapter 11 cases, including a brief history of the purpose and necessity for the Debtors’ obtaining financing is fully set forth in the First Day Declaration and is incorporated herein by reference.

5. In order to finance their respective property purchases and related construction, the Debtors have entered into a series of promissory notes over the years. On occasion, the Debtors would refinance notes in order to extend the maturity of the obligations and/or secure additional funding or more favorable terms. The following chart broadly summarizes the Debtors' current note obligations:

<b>Bank</b>	<b>Origination Date</b>	<b>Maturity Date</b>	<b>Amount Outstanding (approximate, in U.S. dollars)</b>	<b>Main Related Property</b>
Applicable Debtor: Hahn Hotels of Sulphur Springs, LLC				
Pilgrim Bank	05/01/2012	08/01/2032	\$3,015,000	La Quinta
Applicable Debtor: Hahn Hotels, LLC				
Texas Bank and Trust	03/11/2010	08/01/2032	\$2,610,000	Hawthorn Suites
Wells Fargo/SBA	09/28/2011	11/01/2031	\$1,515,000	Hawthorn Suites
Applicable Debtor: Sleep Inn Property, LLC				
First National Bank of Hughes Springs	05/29/2015	08/01/2032	\$3,900,000	Sleep Inn
Applicable Debtor: Hahn Investments				
Austin Bank	04/26/2016	04/26/2031	\$555,000	Various Single Family Residences
First National Bank of Hughes Springs	09/29/2015	03/29/2017	\$3,730,000	Copeland's
First National Bank of Hughes Springs	05/26/2016	02/01/2020	\$800,000	108, 110 E. Tyler St., Mixed Use Property
Texas Bank and Trust Company	11/08/2013	2/08/2017	\$3,840,000	City Center

<b>Bank</b>	<b>Origination Date</b>	<b>Maturity Date</b>	<b>Amount Outstanding (approximate, in U.S. dollars)</b>	<b>Main Related Property</b>
Texas National Bank	04/18/2008	04/15/2029	\$840,000	115 E. Tyler St. Mixed Use Property
Texas National Bank	08/28/2014	08/28/2034	\$1,210,000	Tall Pines Retail Center
Texas National Bank	11/14/2014	05/14/2035	\$610,000	Oakview Ct. Townhouses

6. The Prepetition Lenders contend that their debt is secured by liens on substantially all of the assets of Hahn Investments, LLC and its co-debtor subsidiaries and affiliates, including rents from lodging properties, as well as approximately \$67,000 in accounts receivable that existed as of the Petition Date (collectively, the “**Prepetition Collateral**”). The Debtors have an immediate need to use the cash identified in the Budget (the “**Cash Collateral**”) to operate their business.

7. The names and addresses of each entity claiming an interest in the Debtors’ cash collateral are listed on the attached **Exhibit 1**.

8. The names and addresses of any entity in control or having possession of the cash collateral are listed on the attached **Exhibit 2**.

9. The Debtors obtained these loans as a means of financing their operations. Each of the loans includes the grant of a security interest in the Debtors’ properties.

### **III. Relief Requested and Bases for Relief**

10. The Debtors seek authorization under §§ 105, 361, 363, and 507 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) (i) to use cash collateral under Bankruptcy Code § 363; (ii) to provide adequate protection to the Prepetition Lenders (as

defined below) under §§ 361 and 363 of the Bankruptcy Code; and (iii) to schedule a final hearing (the “**Final Hearing**”) under Rule 4001(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

11. The Debtors’ use of Cash Collateral is of the utmost importance to the preservation and maintenance of the value of the Debtors. The Debtors need to use cash to operate their businesses in order to avoid immediate and irreparable harm to the Debtors and their estates. Cash Collateral provides the general funding for the Debtor’s operations. As of the Petition Date, the Debtors had approximately \$109,220 in cash on hand, much of which is purportedly subject to liens in favor of the Prepetition Lenders. The Debtors’ businesses require access to the rental and ancillary income that the Debtors generate from the operation of the Copeland’s restaurant and the Sleep Inn, Hawthorn Suites, and La Quinta hotels inasmuch as the Debtors have determined, in their business judgment that they will be unable to operate generally, even for a limited period, without use of such Cash Collateral.

12. Ultimately, the use of Cash Collateral on a final basis will maintain the going-concern value of the Debtors’ businesses and improve the ability of the Debtors to facilitate an effective and timely reorganization. The Debtors will be able to keep their properties insured, safe, and secure, as well as provide the cash needed to sustain ongoing generation of revenues. These are all expenses necessary to preserve the value of the Debtors’ properties. Without such minimal financial accommodations, the hope of an effective reorganization may be jeopardized.

13. As is set forth herein, the Debtors respectfully submit that they have satisfied the requirements under § 363 for the use of cash collateral.

***A. Bankruptcy Code § 363 Allows a Debtor to Use Cash Collateral.***

14. Section 363 of the Bankruptcy Code authorizes a debtor to use cash collateral if (i) those having an interest in such cash collateral consent, or (ii) the Court authorizes use of cash collateral. 11 U.S.C §363(c)(2). Even with consent, Rule 4001 functionally requires there be an order approving the parties' agreement to use of cash collateral; accordingly, the Debtors request authority to use Cash Collateral.

15. Use of cash collateral may be prohibited or conditioned, however, upon request by a party having an interest in such cash collateral as is necessary to adequately protect its interest. 11 U.S.C. §363(c)(3). The Court may authorize use of cash collateral upon a showing that those with an interest in the cash collateral are adequately protected. 11 U.S.C. §§363(c)(2)(B) and 363(e). Adequate protection requires consideration of the creditor's aggregate collateral position, not simply protection of its lien on cash or accounts.

16. Under Rule 4001(b)(2), a final hearing on a motion for authority to use cash collateral can be commenced no earlier than 14 days after service of the motion, but the Court may conduct a preliminary hearing before the 14-day period expires. In such a situation, the Court may authorize the use of only that amount of cash collateral as is necessary to avoid immediate and irreparable harm to the estate pending a final hearing.

17. The relief requested is also appropriate under Bankruptcy Code § 105(a). Section 105(a) vests in the Court the power to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). The continuing use of cash collateral aids in the efficient administration of these cases.

18. The request for relief is also made in accordance with Bankruptcy Local Rule 4001(c).

***B. Bankruptcy Code § 363(e) Requires Lenders to Be Adequately Protected.***

19. Section 363(e) of the Bankruptcy Code provides that, “on request of an entity that has an interest in property used . . . or proposed to be used . . . by the [debtor-in-possession], the court . . . shall prohibit or condition such use . . . as is necessary to provide adequate protection of such interest.” 11 U.S.C. § 363(e). Adequate protection is not expressly defined in the Bankruptcy Code, except by the implications of the examples of adequate protection listed in § 361. *In re Swedeland Dev. Group, Inc.*, 16 F.3d 552, 564 (3d Cir. 1994). Section 361 of the Bankruptcy Code contains a non-exhaustive list of acceptable forms of adequate protection, including a cash payment or periodic cash payments, additional liens, replacement liens, and the “indubitable equivalent of such entity’s interest in such property.” 11 U.S.C. § 361.

20. The determination of adequate protection is fact-specific and made on a “case by case basis.” *Swedeland*, 16 F.3d at 564; *see also In re Mathis*, 64 B.R. 279, 284 (N.D. Tex. 1986) (same). The focus of the adequate protection requirement is to preserve the secured creditor’s position at the time of the bankruptcy filing and protect the secured creditor from diminution in the value of its collateral during the reorganization process. *Id.*; *In re Continental Airlines, Inc.*, 154 B.R. 176, 180-81 (Bankr. D. Del. 1993); *see also In re WorldCom, Inc.*, 304 B.R. 611, 618–19 (Bankr. S.D.N.Y. 2004) (“The legislative history for section 361 of the Bankruptcy Code, which sets forth how adequate protection may be provided under section 363, makes clear that the purpose is to insure that the secured creditor receives the value for which the creditor bargained for prior to the debtor’s bankruptcy.”). “However, neither the legislative history nor the Bankruptcy Code requires the Court to protect a creditor beyond

what was bargained for by the parties.” *WorldCom, Inc.*, 304 B.R. at 619; *see also Swedeland*, 16 F.3d at 564.

### ***C. The Interim Order Satisfies Bankruptcy Code Requirements.***

21. The relevant provisions of the proposed interim order (the “**Interim Order**”) are as follows:

a) *Name of Each Entity with Interest in Cash Collateral.* The Debtors’ prepetition lenders consist of the following: Austin Bank; First National Bank of Hughes Springs; Texas Bank and Trust Company; Texas National Bank; Pilgrim Bank; and the Small Business Association<sup>2</sup> (the “**Prepetition Lenders**”).

b) *Use of Cash Collateral and Budget.* The Debtors intend to use the Cash Collateral (as defined below), on an interim basis, in accordance with the budget attached as **Exhibit A** to the Interim Order (the “**Budget**”). The Debtors may use the Cash Collateral in excess of the amount set forth in the Budget for a particular line item so long as the percentage of deviation for all line-items during the budget period does not exceed 15% in the aggregate. The Budget sets forth the particular expenses anticipated to be necessary to be paid from May 1, 2017 through July 29, 2017.

c) *Interim Basis.* The Debtors request authority to use the Cash Collateral as provided in the Budget on an interim basis from the Petition Date through May 27, 2017 or entry of a Final Order following a Final Hearing, whichever is earlier (the “**Interim Period**”). The Debtors request that the Final Hearing be set for the week of May 22, 2017. At the Final

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<sup>2</sup> Wells Fargo is the Facilitator on the SBA loan.



Hearing, the Debtors will request authority to use the Cash Collateral until such authority terminates (the “**Termination Date**”) upon the earliest of (i) 120 days from the Final Hearing, (the “**Expiration Date**”) which date may be extended with the prior written consent of the Prepetition Lenders, without further order of the Court following the Debtors providing notice of the extension of the Expiration Date to the United States Trustee for the Eastern District of Texas (the “**U.S. Trustee**”), counsel to any official committee appointed in these cases (the “**Committee**”), and counsel to each of the Prepetition Lenders; (ii) dismissal of the cases or the conversion of any of the cases to cases under chapter 7 of the Bankruptcy Code; or (iii) failure to adhere to the Budget or a subsequent Budget except with respect to those deviations and uses specified in the Interim Order. If no Final Order is entered on or before May 27, 2017, and provided that the Debtors file a supplemental interim budget, the Interim Period may be extended by agreement of the Debtors and the Prepetition Lenders to a mutually agreeable date.

d) *Adequate Protection.* The Debtors recognize that the Prepetition Lenders are entitled, pursuant to §§ 361 and 363(e) of the Bankruptcy Code, to adequate protection of their interests in the Cash Collateral under the Prepetition Agreements to the extent there is a diminution in value of such collateral from the Debtors’ use from and after the Petition Date. To the extent that § 552 of the Bankruptcy Code does not apply to extend post-petition the Prepetition Lenders’ prepetition security interests with respect to a portion of the Cash Collateral, the Debtors grant the Prepetition Lenders replacement liens in property acquired by the Debtors after the Petition Date, which is of the same nature, kind and character as the Prepetition Collateral (defined below), and all proceeds and products thereof solely to secure any diminution in the interests of the Prepetition Lenders resulting from the use of the Cash

Collateral; *provided, however*, the replacement liens will not encumber any claims or causes of action arising under chapter 5 of the Bankruptcy Code and all proceeds and products thereof. If and to the extent the adequate protection of the interests of the Prepetition Lenders under the Interim Order proves insufficient, the Prepetition Lenders will have, among other remedies, if any, determined by the Court, an allowed claim under § 507(b) of the Bankruptcy Code in the amount of any insufficiency.

22. The Debtors believe that the asset value of each property securing the repayment obligations on debt owed to a Prepetition Lender's is greater than the amount of the debt. The Debtors submit that, under the circumstances, the equity cushion in the assets securing the repayment obligations on the Prepetition Lenders' debt adequately protects the Prepetition Lenders from any diminution of their interests in the Cash Collateral resulting from use. Payment of the expenses identified on the Budget is necessary to avoid immediate and irreparable harm to the estate pending opportunity for a final hearing. The limited interim use of the cash collateral is vital to maintaining the value of the Debtors' assets. The Debtors attach as **Exhibit 3** in support of this Motion and the above-referenced Budget the Declaration of Dante Hahn, the Manager of the Debtors.

23. Debtors agree that any interim relief granted on the Motion will be without prejudice to the rights of parties in interest at a final hearing on the Motion.

#### **IV. Notice**

24. Notice of this Motion has been provided by overnight delivery, hand delivery, email, or facsimile to: (a) the United States Trustee for the Eastern District of Texas; (b) the Debtors' secured creditors; (c) the thirty largest unsecured creditors of the Debtors on a consolidated basis, and (d) the Internal Revenue Service and other governmental entities listed

on the Debtors' proposed Limited Master Service List. The Debtors submit that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtors respectfully request entry of the Interim Order, pending entry of a Final Order or the Interim Order becoming a Final Order: (i) authorizing the Debtors to use Cash Collateral post-petition in a manner consistent with the Budget attached as Exhibit A to the proposed Interim Order, (ii) decreeing that, notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of the Interim Order shall be immediately effective and enforceable upon its entry. and (iii) granting such other and further relief as is just and proper. The Debtors also request that, upon entry of the Interim Order, the Court schedule a Final Hearing on the Motion the week of May 22, 2017 to consider the relief requested herein on a final basis.

Respectfully submitted: May 1, 2017

By: /s/ Judith W. Ross

Judith W. Ross  
State Bar No. 21010670  
Eric Soderlund  
State Bar No. 24037525  
Jessica Lewis  
State Bar No. 24060956  
**Law Offices of Judith W. Ross**  
700 N. Pearl Street, Suite 1610  
Dallas, Texas 75201  
Telephone: 214-377-7879  
Facsimile: 214-377-9409  
Email: judith.ross@judithwross.com  
eric.soderlund@judithwross.com  
jessica.lewis@judithwross.com

**Proposed Counsel for Debtors and  
Debtors in Possession**

### **Certificate of Service**

I certify that on May 1, 2017, a copy of the foregoing document was served electronically on the Electronic Case Filing System for the United States Bankruptcy Court for the Eastern District of Texas and caused to be served by overnight delivery, hand delivery, email, or facsimile, on (i) the parties listed on the attached proposed Limited Master Service List.

/s/ Jessica Lewis

Jessica Lewis

### **Certificate of Conference**

The undersigned certifies that Debtors' counsel has informed each of the Prepetition Lenders about the Debtors' intent to seek the relief requested in this Motion and, where counsel for a particular Prepetition Lender was known, Debtors' counsel engaged in preliminary discussions with such counsel regarding the relief requested, and will continue to do so to and through the initial hearing on first-day motions.

/s/ Jessica Lewis

Jessica Lewis

**[PROPOSED] LIMITED MASTER SERVICE LIST  
As of May 1, 2017**

**Debtors**

Hahn Hotels of Sulphur Springs, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

SI of Longview, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

Sleep Inn Property, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

Hahn Hotels, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

Hahn Investments, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

Copeland's of Longview, LLC  
525 Gilmer St.  
PO Box 113  
Sulphur Springs, TX 75482

**Proposed Debtors' Counsel**

The Law Offices of Judith W. Ross  
Attn: Judith W. Ross, Eric Soderlund, and  
Jessica Lewis  
700 N. Pearl Street, Suite 1610  
Dallas, Texas 75201  
Email: judith.ross@judithwross.com  
eric.soderlund@judithwross.com  
jessica.lewis@judithwross.com  
Fax: 214-377-9409

**Proposed Debtors' Financial Advisors**

Bridgepoint Consulting  
Attn: Dawn Ragan  
1700 Commerce St., Suite 810  
Dallas, TX 75201  
Email: dagan@bridgepointconsulting.com  
Fax: 214-937-3680

**U.S. Trustee**

Office of The United States Trustee  
Attn: Timothy W. O'Neal  
Bank of America Building  
110 North College Avenue, Suite 300  
Tyler, Texas 75702-7231  
Facsimile: (903) 590-1461

## Secured Creditors<sup>1</sup>

### *(a) Lenders and Related Administrators*

Austin Bank  
911 N.W. Loop 281, 100  
Longview, TX 75604

Austin Bank  
c/o Michael McNally and Glen Patrick  
McNally & Patrick, LLP  
100 E. Ferguson, Suite 400  
Tyler, TX 75702  
michaeljmcnally@suddenlinkmail.com  
glenepatrick@suddenlinkmail.com

East Texas Regional Development Company,  
Inc.  
c/o Kerry Bashaw  
3800 Stone Road  
Kilgore, TX 75662  
kerry.bashaw@etcog.org

First National Bank of Hughes Springs  
505 East First Street,  
Hughes Springs, TX 75656

First National Bank of Hughes Springs  
c/o Josh Searcy  
Searcy & Searcy  
446 Forest Square  
Longview, Texas 75605  
joshsearcy@jrsearcylaw.com

Pilgrim Bank  
1404 South Broadway  
Sulphur Springs, TX 75482

Pilgrim Bank  
c/o Scott A. Ritcheson

Ritcheson, Lauffer & Vincent, P.C.  
821 ESE Loop 323, Suite 530  
Tyler, Texas 75701  
scottr@rllawfirm.net

Texas Bank and Trust Company  
300 East Whaley  
Longview, TX 75601

Texas Bank and Trust Company  
c/o John F. Bufe  
Potter Minton, a Professional Corp.  
500 Plaza Tower  
110 N. College  
Tyler, TX 75702  
johnbufe@potterminton.com

Texas National Bank  
612 E. Hawkins Parkway  
Longview, TX 75608

Texas National Bank  
c/o Michael McNally and Glen Patrick  
McNally & Patrick, LLP  
100 E. Ferguson, Suite 400  
Tyler, TX 75702  
michaeljmcnally@suddenlinkmail.com  
glenepatrick@suddenlinkmail.com

US Small Business Administration  
409 3rd St, SW  
Washington, DC 20416  
Wells Fargo Bank, NA  
NW 6441, PO Box 1450  
Minneapolis, MN 55485

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<sup>1</sup> The Debtors' inclusion of parties on this Limited Master Service List is solely for the purpose of notice and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the designated category or has a claim or legal relationship to the Debtors of the nature described herein.

***(b) M&M Lien Claimants<sup>2</sup>***

B.L. Duszik Construction Co.  
108 E. Highland Ave.  
Longview, TX 75602

Cassity Jones  
302 Pine Treet Road  
Longview, TX 75604

Chip Miller Plumbing, Inc.  
c/o Jamey Voge  
Stuber Cooper Voge, PLLC  
2600 Network Blvd., Suite 305  
Frisco, TX 75034

Dealer's Electrical Supply  
PO Box 2676  
Waco, TX 76702

Elliott Electric Supply, Inc.  
c/o Thomas A. Shiels  
8131 LBJ Frwy #700  
Dallas, TX 75251

Gallery of Lights  
2900 Gilmer Rd.  
Longview, TX 75604

Haier US Appliance Solutions, Inc. d/b/a GE  
Appliances  
c/o Worthy Walker  
Gruber Elrod Johansen Hail Shank LLP  
1445 Ross Ave., Suite 2500  
Dallas, TX 75202

Independent Glass & Mirror  
1322 W. Erwin  
Tyler, TX 75702

Integribuilt  
c/o Larry Porter  
1240 Pratt Rd  
Red Oak, TX 75154

Ken Parker Service, Inc.  
3627 Hwy 43 South  
Greenville, TX 75402

Larry's Interiors, Inc.  
5717 Old Highway 135 North  
Kilgore, TX 75662

Leinart Construction, Inc.  
c/o Michael Nixon  
Nixon Jach Hubbard, PLLC  
JP Morgan International Plaza III  
14241 Dallas Pkwy, Suite 575  
Dallas, TX 75245  
mnixon@njh-law.com

Peter Paul's Plumbing, Inc.  
1902 E. US Highway 80  
White Oak, TX 75693

Rusty Tucker Sprinkler Company, Inc.  
PO Box 630610  
Nacogdoches, TX 75961

Sperling Companies, LLC  
1386 E. Hwy 154  
Quitman, TX 75783

Superior Plastering  
2003 CR 426 N.  
Henderson, TX 75652

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<sup>2</sup> The creditors in this category filed mechanic's and materialman's liens with respect to the City Center and/or Sleep Inn properties, discussed more fully in the *Declaration of Dante E. Hahn in Support of First Day Motions and Applications*, dated May 1, 2017.



**30 Largest Unsecured Creditor List (on a Consolidated Basis)**

A1HR, a Div. of Oasis Outsourcing  
Contract II, Inc.  
3829 Coconut Palm Dr.  
Tampa, FL 33619

ALSCO  
PO Box 8829  
Shreveport, LA 71148-8829

American Modern Insurance Company  
PO Box 5323  
Cincinnati, OH 45201-5323

BIC- Union Standard Insurance Group  
PO BOX 200530  
Dallas, TX 75320

Choice Hotels  
PO Box 99992  
Chicago, IL 60696-7792

Copeland Group USA, Inc.  
1203 W Loop 281  
Longview, TX 75604

Curtis Blakely & Co., PC  
PO Box 5486  
Longview, TX 75608

Farmers Insurance  
Payment Processing Center  
PO Box 660665  
Dallas, TX 75266-0665

Farmers Seafood  
PO Box 1225  
1192 Hawn Ave  
Shreveport, LA 71163

Gregg County Tax Assessor-Collector  
Kirk Shields - Tax Collector  
PO Box 1431  
Longview, TX 75606-1431

Guest Supply  
PO Box 910  
Monmouth Junction, NJ 08852-0910

HD SUPPLY  
PO BOX 509058  
San Diego, CA 92150-9058

Hopkins County Treasurer  
PO Box 288  
Sulphur Springs, TX 75483

Image Suite LLC  
260 1st Ave S #200-127  
St. Petersburg, FL 33701

Innvision Hospitality, Inc  
Represented by John A. Swann  
2905 Piedmont Road NE, Suite C  
Atlanta, GA 30305

Kirby Resturant & Chemical Supply  
809 South Eastman Rd  
Longview, TX 75602

KLTV/KTRE  
105 West Ferguson  
Tyler, TX 75702

La Quinta Franchising LLC  
PO Box 841946  
Dallas, TX 75284-1946

Law Office of Matthew C. Harris, PC  
PO Box 4373  
Longview, TX 75606

Longview News Journal  
PO Box 1792  
Longview, TX 75615-0171

MuniServices LLC  
Attn Tx Occupancy Tax  
PO BOX 830725  
Birmingham, AL 35283-0725

Onity, Inc  
Lockbox 223067  
Pittsburg, PA 15251-2067

Southwind Hospitality, LLC  
6295 Central Avenue  
Saint Petersburg, FL 33710

Sysco East Texas - Sysco USA 1, Inc.  
4577 Estes Pkwy  
Longview, TX 75603

TX Lawncare  
PO Box 7207  
Longview, TX 75607

The Cincinnati Insurance Company  
PO Box 145620  
Cincinnati, OH 45250-5620

United Healthcare  
Dept. CH 10151  
Palatine, IL 60055-0151

Thyssenkrupp Elevator Corporaton  
PO Box 933004  
Atlanta, GA 31193-3004

Wyndham  
Independent Analyst - Hotel Systems  
14 Sylvan Way, 2nd Floor  
Parsippany, NJ 07054

Trimark SS Kemp-Cleveland  
PO Box 536326  
Pittsburgh, PA 15253-5905

### **Governmental Entities**

Kirk Shields Tax Assessor/Collector  
Gregg County  
PO Box 1431  
Longview TX 75606-1431

Hopkins County Tax Office  
PO Box 481  
Sulphur Springs, TX 75483

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

### **Notice of Appearance Parties and Parties Requesting Notice**

None as of May 1, 2017