



The relief described hereinbelow is SO ORDERED.

Signed February 18, 2009.

ROBERT D. BERGER  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF KANSAS**

<b>In Re:</b>	)	<b>In Proceedings Under Chapter 11</b>
	)	
<b>CRESCENT OIL COMPANY, INC., et</b>	)	<b>Case No. 09-20258</b>
<b>al.,</b>	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>

**ORDER APPROVING DEBTORS' METHOD OF FURNISHING ADEQUATE ASSURANCE OF PAYMENT OF POST-PETITION UTILITY SERVICES**

This matter comes before the Court on Debtors' Motion for Order Approving Debtors' Method of Furnishing Adequate Assurance of Payment of Post-Petition Utility Services (the "Motion"), pursuant to 11 U.S.C. §§ 105 and 366. The Court, having considered the issue, the evidence, arguments of counsel and for good cause shown; it appearing that the Motion is in the best interests of the captioned estates; and it further appearing that the following terms of this Order constitute adequate assurance pursuant to 11 U.S.C. § 366; and that notice of the Motion has been appropriate,

**IT IS HEREBY ORDERED** that:

- a. Debtors' proposal to its utilities contained herein constitutes adequate assurance of payment pursuant to 11 U.S.C. § 366(b), subject to modification by subsequent Court Order, as set forth herein;

b. Debtors shall timely pay for all post-Filing Date utility services pursuant to the terms of the invoices and billing statements generated by the Utilities in the ordinary course of business;

c. In the event that Debtors fail to timely pay for post-Filing Date service per invoice, Debtors shall have a 10 day period to cure such nonpayment, which 10 day period shall begin to run automatically from the date of the non-payment notice from the Utility (the “Default Notice”);

d. Should Debtors fail to pay the invoice within the 10 day period after receipt of the Default Notice, the Utility shall be entitled to alter, refuse, or discontinue service, without further Court Order;

e. If the Utility maintains more than one account for Debtors, Debtors’ failure to pay for post-Filing Date services with respect to one account shall not be deemed a failure to pay or “cross-default” with respect to any other account, provided that such other account is being paid. Each failure to pay, each requirement of a deposit, and the ability to alter, refuse or discontinue service shall arise on a per account basis; and

f. To the extent that the Utility provides post-Filing Date services that are unpaid, the Utility shall be entitled to an administrative claim within the meaning of Code §§ 503(b)(1) and 507(a)(1), payable upon confirmation of any plan of reorganization or such earlier date as determined by the Court.

g. Any and all deposits, bonds, letters of credit or similar assurances of payment that were in place on the Filing Date shall remain in place and shall continue to be held by the Utilities, except that the Utility may offset any past due pre-Filing Date or post-Filing Date invoice upon notice to Debtors without the necessity of Court Order or prior notice to creditors.

h. Any Utility desiring additional adequate assurance of payment, beyond that which is provided for in this Order, is required to serve a request (the “Additional Adequate Assurance Request”) in writing to Debtors, Crescent Oil Company, Inc., Attention Mr. Jon Viets, 116 W. Myrtle, Independence, Kansas 67301, and to counsel for Debtors, Lisa A. Epps, Spencer Fane Britt & Browne LLP, 1000 Walnut, Suite 1400, Kansas City, Missouri 64105, setting forth (i) the amount and form of additional adequate assurance of payment requested; (ii) the location at which utility services are provided; (iii) a summary of Debtors’ payment history to such Utility, including any security deposits; and (iv) an explanation of why the Utility believes the adequate assurance provided for in the Order is not sufficient adequate assurance of future payment.

i. Upon receipt of the Additional Adequate Assurance Request, Debtors will have the greater of (i) 14 days from the receipt of such Additional Adequate Assurance Request, or (ii) 30 days from the Filing Date to reach a consensual agreement with the Utility (the “Resolution Period”).

j. In their discretion, Debtors shall be permitted to resolve any Additional Adequate Assurance Request by mutual agreement with the Utility and without further Order of the Court, and shall be permitted, in connection with such agreement, in their discretion, to provide such Utility with additional adequate assurance of payment, including but not limited to cash deposits, prepayments and/or other forms of security that Debtors believe is reasonable.

k. If Debtors determine that the Additional Adequate Assurance Request is not reasonable and they are not able to reach a consensual resolution with such Utility during the Resolution Period, Debtors shall request a hearing before this Court to determine the adequacy of adequate assurance payment with respect to that particular Utility. Pending resolution of any such determination, such Utility shall be prohibited from discontinuing, altering or refusing service to Debtors, including on account of unpaid charges for pre-Filing Date services or on account of any objections to the adequate assurance of payment provided for in this Order.

l. Any Utility that fails to serve Debtors with an Additional Adequate Assurance Request or file with the Court an objection to the adequate assurance provided for in this Order within 25 days of the Filing Date shall be deemed to consent to the adequate assurance of future payment as provided for in this Order and is prohibited from altering, refusing or discontinuing service to Debtors without further Order of the Court.

m. Nothing in this Order shall prejudice any Utility's right to file a Motion with the Court seeking a modification of the adequate assurance of future payment provided by Debtors pursuant to this Order.

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Order submitted by:

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