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Proposed Co-Counsel to the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
)	Chapter 11
PENN VIRGINIA CORPORATION, <i>et al.</i> , ¹)	
)	Case No. 16-32395 (KLP)
Debtors.)	
)	(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN EPIQ
BANKRUPTCY SOLUTIONS, LLC AS ADMINISTRATIVE ADVISOR *NUNC
PRO TUNC* TO THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Penn Virginia Corporation ("Penn Virginia") and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"),²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Penn Virginia Corporation (4320); Penn Virginia Holding Corp. (7384); Penn Virginia MC Corporation (0458); Penn Virginia MC Energy L.L.C. (0462); Penn Virginia MC Operating Company L.L.C. (0466); Penn Virginia Oil & Gas Corporation (7929); Penn Virginia Oil & Gas GP LLC (3686); Penn Virginia Oil & Gas LP LLC (8109); Penn Virginia Oil & Gas, L.P. (9487). The location of the Debtors' service address is: Four Radnor Corporate Center, Suite 200, 100 Matsonford Road, Radnor, Pennsylvania 19087.

respectfully submit the declaration of James Katchadurian (the “Katchadurian Declaration”), attached hereto as **Exhibit B**, and respectfully state the following in support of this application:

Relief Requested

1. The Debtors seek entry of the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the retention and employment of Epiq Bankruptcy Solutions, LLC (“Epiq”) as administrative advisor (the “Administrative Advisor”), effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in that certain services agreement between the Debtors and Epiq effective as of February 9, 2016 (the “Services Agreement”), a copy of which is annexed as **Exhibit 1** to **Exhibit A** attached hereto and incorporated herein by reference.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 327(a) of the Bankruptcy Code, Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of R. Seth Bullock, Chief Restructuring Officer of Penn Virginia Corporation, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 4] (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), on May 12, 2016 (the “Petition Date”).

Background

5. On the Petition Date, the Debtors filed an application (the “Section 156(c) Application”) for an order appointing Epiq as claims and noticing agent pursuant to 28 U.S.C. § 156(c). The Court approved the Section 156(c) Application on May 13, 2016 [Docket No. 64]. The Debtors believe that administration of these chapter 11 cases will require Epiq to perform duties outside the scope requested in the Section 156(c) Application, and thus, the Debtors submit this application for entry of an order authorizing the Debtors to employ and retain Epiq as Administrative Advisor for the Debtors.

Services to Be Provided

6. The Debtors seek to retain Epiq to provide, among other things, the following bankruptcy administrative services (the “Administrative Services”), if and to the extent the Debtors request:

- a. assisting with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization;
- b. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- c. generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters;
- d. providing assistance with preparation of the Debtors’ schedules of assets and liabilities and statements of financial affairs;
- e. providing a confidential data room;
- f. managing any distributions pursuant to a confirmed plan of reorganization;
- g. assisting with the administration and subscription of the Rights Offering (as defined in the First Day Declaration); and

- h. providing such other claims processing, noticing, solicitation, balloting, and administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors.

Epiq's Qualifications

7. Epiq is one of the country's leading chapter 11 administrators, with significant experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience providing services, including administrative services, in matters comparable in size and complexity to this matter. *See, e.g., In re Deb Stores Holding LLC*, No. 14-12676 (KG) (Bankr. D. Del. Dec. 5, 2014); *In re AWI Del., Inc.*, No. 14-12092 (KJC) (Bankr. D. Del. Sept. 10, 2014); *In re Natrol, Inc.*, No. 14-11446 (BLS) (Bankr. D. Del. June 22, 2014); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. May 2, 2014); *In re James River Coal Co.*, No. 14-31848 (Bankr. E.D. Va. Apr. 7, 2014); *In re F & H Acquisition Corp.*, No. 13-13220 (KG) (Bankr. D. Del. Dec. 17, 2013); *In re TPO Hess Holdings, Inc.*, No. 13-11327 (KJC) (Bankr. D. Del. May 23, 2013); *In re SCOOTER Store Holdings, Inc.*, No. 13-10904 (PJW) (Bankr. D. Del. Apr. 16, 2013); *In re Dex One Corp.*, No. 13-10533 (KG) (Bankr. D. Del. Mar. 19, 2013); *In re SuperMedia Inc.*, No. 13-10545 (KG) (Bankr. D. Del. Mar. 19, 2013); *In re Rotech Healthcare Inc.*, No. 13-10741 (PJW) (Bankr. D. Del. Apr. 9, 2013); *In re Namco, LLC*, No. 13-10610 (PJW) (Bankr. D. Del. Mar. 27, 2013); *In re Land America Financial Grp., Inc.* No. 08-05994 (Bankr. E.D. Va. Nov. 26, 2008).³

8. The Debtors chose Epiq to perform the Administrative Services because of Epiq's experience, reputation, and the competitiveness of its fees. The Debtors submit that using Epiq to perform the Administrative Services will provide the most cost-effective and efficient

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this application. Copies of these orders are available upon request of the Debtors' proposed counsel.

administration of these chapter 11 cases. Further, retaining Epiq to perform the Administrative Services will allow the Debtors and their professionals to focus on key aspects of the Debtors' restructuring efforts. Accordingly, the Debtors believe that Epiq is well qualified to provide the Administrative Services and that Epiq's retention in such capacity is in the best interests of the Debtors' estates and their creditors.

Indemnification Provisions

9. As part of the overall compensation payable to Epiq under the terms of the Services Agreement, the Debtors have agreed to certain indemnification obligations as specifically enumerated in the Services Agreement. The Services Agreement contains the standard indemnification language with respect to Epiq's services including, but not limited to, the following:

- a. The Debtors agree to indemnify and hold harmless Epiq, its affiliates, and their respective personnel (collectively, the "Indemnified Persons") from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to the Services Agreement or Epiq's rendering of services pursuant thereto, other than Losses to the extent resulting from Epiq's gross negligence or willful misconduct.
- b. Indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company, and shall survive termination of the Services Agreement until the expiration of all applicable statutes of limitation with respect to the Indemnified Persons' liabilities.

10. The Debtors and Epiq believe that the indemnification provisions contained in the Services Agreement are customary and reasonable for Epiq and comparable firms providing administrative advisory services.

Compensation and Representation of Disinterestedness

11. The fees Epiq will charge in connection with its services to the Debtors are set forth in the Services Agreement. Epiq's rates are competitive and comparable to the rates Epiq's competitors charge for similar services and are reasonable given the quality of Epiq's services and Epiq's bankruptcy expertise. Additionally, Epiq will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Services Agreement.

12. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter Epiq may hold such retainer under the Services Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

13. Epiq intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services it provides, pursuant to this application, as the Administrative Advisor in these chapter 11 cases, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"), and further orders of the Court.

14. The Katchadurian Declaration represents that Epiq is not connected with the Debtors, their creditors, the U.S. Trustee, or any person employed by the Office of the U.S. Trustee, and that, to the best of Epiq's knowledge, after due inquiry, Epiq does not by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, hold or represent any interest adverse to the Debtors, their estates, or any class of creditors or equity

interest holders with respect to the matters upon which it is to be engaged. Based upon the Katchadurian Declaration, Epiq is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code.

Basis for Relief

15. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]’s duties under this title.

11 U.S.C. § 327(a).

16. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

17. To help manage administrative tasks with respect to the thousands of creditors, equity security holders, and other parties in interest that are expected to be involved in the Debtors’ chapter 11 cases, and for reasons previously stated, the Debtors submit that Epiq’s employment is necessary and in the best interests of the Debtors and their estates. Additionally, as described in the Katchadurian Declaration, Epiq is disinterested. Accordingly, the Debtors submit that Court approval of Epiq as the Administrative Advisor in these chapter 11 cases pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014.

Nunc Pro Tunc Relief Is Appropriate

18. Pursuant to the Debtors' request, Epiq has acted as the Administrative Advisor since the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective *nunc pro tunc* to the Petition Date so that Epiq may be compensated for its pre-application services. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment of Epiq, because Epiq has provided and continues to provide valuable services to the Debtors' estates.

19. Courts in this district have routinely approved *nunc pro tunc* employment similar to that requested herein in matters comparable to this matter. *See, e.g., In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. June 10, 2015) (authorizing employment of professionals *nunc pro tunc* to the petition date); *In re James River Coal, Co.*, No. 14-31848 (KRH) (Bankr. E.D. Va. May 7, 2014) (same); *In re AMF Bowling Worldwide, Inc.*, No. 12-36495 (KRH) (Bankr. E.D. Va. Dec. 13, 2012) (same); *In re RoomStore, Inc.*, No. 11-37790 (DOT) (Bankr. E.D. Va. Jan. 11, 2012) (same); *In re Bear Island Paper Co., L.L.C.*, No. 10-31202 (DOT) (Bankr. E.D. Va. March 25, 2010) (same).

20. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. Accordingly, the Debtors respectfully request entry of the Order pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014 approving the Debtors' application to retain and employ Epiq to act as the Administrative Advisor, effective *nunc pro tunc* to the Petition Date.

Notice

21. The Debtors will provide notice of this application via first class mail and email (where available) to: (a) the Office of the United States Trustee for the Eastern District of

Virginia; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition secured credit agreement; (d) the indenture trustee under the Debtors' 7.25% senior notes due 2019; (e) the indenture trustee under the Debtors' 8.500% senior notes due 2020; (f) counsel to certain holders of the 2019 and 2020 senior notes; (g) counsel to the agent under the Debtors' debtor-in-possession credit facility; (h) co-counsel to the agent under the Debtors' debtor-in-possession credit facility; (i) the United States Attorney's Office for the Eastern District of Virginia and for the states in which the Debtors operate; (j) the Internal Revenue Service; (k) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (l) the office of the attorneys general for the states in which the Debtors operate; (m) the Securities and Exchange Commission; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

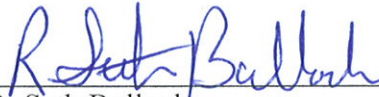
No Prior Request

22. No prior request for the relief sought in this application has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: May 23, 2016



R. Seth Bullock
Penn Virginia Corporation
Chief Restructuring Officer

Submitted By:

/s/ Michael A. Condyles

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Proposed Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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Proposed Co-Counsel to the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	Chapter 11
)	
PENN VIRGINIA CORPORATION, <i>et al.</i> , ¹)	Case No. 16-32395 (KLP)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER (I) AUTHORIZING THE DEBTORS
TO EMPLOY AND RETAIN EPIQ BANKRUPTCY
SOLUTIONS, LLC AS ADMINISTRATIVE ADVISOR *NUNC PRO
TUNC* TO THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the application of the above-captioned debtors (collectively, the “Debtors”) for entry of an order (this “Order”) pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Penn Virginia Corporation (4320); Penn Virginia Holding Corp. (7384); Penn Virginia MC Corporation (0458); Penn Virginia MC Energy L.L.C. (0462); Penn Virginia MC Operating Company L.L.C. (0466); Penn Virginia Oil & Gas Corporation (7929); Penn Virginia Oil & Gas GP LLC (3686); Penn Virginia Oil & Gas LP LLC (8109); Penn Virginia Oil & Gas, L.P. (9487). The location of the Debtors’ service address is: Four Radnor Corporate Center, Suite 200, 100 Matsonford Road, Radnor, Pennsylvania 19087.

Rule 2014, and Local Rule 2014-1, approving the retention of Epiq Bankruptcy Solutions, LLC (“Epiq”)² as the Administrative Advisor in these chapter 11 cases, effective *nunc pro tunc* to the Petition Date, on the terms and conditions set forth in the Services Agreement, all as more fully set forth in the application; and upon the Katchadurian Declaration and the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the application and opportunity for a hearing on the application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the application and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The application is granted as set forth herein.
2. The Debtors are authorized to retain Epiq as the Administrative Advisor in accordance with the terms and conditions set forth in the application and the Services Agreement attached hereto as **Exhibit 1**, effective *nunc pro tunc* to the Petition Date.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the application.

3. Epiq shall apply to this Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in these cases under the application after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the U.S. Trustee, and further orders of this Court.

4. The indemnification provisions of the Services Agreement are approved, subject to the following clarifications:

- a. All requests by Indemnified Persons for the payment of indemnification as set forth in the Engagement Letter shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, and in no case shall an Indemnified Person be indemnified if any loss, claim, damage, demand, liability (joint or several), or action or proceeding is finally judicially determined to have resulted from such Indemnified Person's willful misconduct or gross negligence.
- b. In the event that an Indemnified Person seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be included in Epiq's own applications, both interim and final, and such invoices and time records shall be subject to the Trustee Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code

5. Notwithstanding any term in the Services Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order during the pendency of the chapter 11 cases.

6. Notice of the application as provided therein is deemed to be good and sufficient notice of such application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the application.

7. In the event of any inconsistency between the Services Agreement, the application, and this Order, this Order shall govern.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the application.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2016
Richmond, Virginia

THE HONORABLE KEITH L. PHILLIPS
UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Michael A. Condyles

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Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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Proposed Co-Counsel to the Debtors

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Michael A. Condyles

EXHIBIT 1

Services Agreement



EPIQ SYSTEMS

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as "Epiq" and "Client" as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the "Agreement"), Epiq agrees to furnish Client with the services set forth on The Services Schedule hereto (the "Services") in connection with a potential corporate restructuring, refinancing or similar event. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the "Pricing Schedule"). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days' prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days' prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule. Epiq will bill Client monthly. All invoices shall be due and payable within thirty (30) days following receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2017. If



such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable, documented out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Before and during the pendency of the Client's case pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Case"), (i) Epiq will provide the Client a 10% courtesy discount off printing services (except postage) and (ii) upon the payment of any invoice, the Client shall receive a 10% courtesy discount off hourly fees on such invoice until such time that all such discounts received by the Client total \$100,000.
- 3.5 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.6 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any significant Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.7 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.8 Client shall pay Epiq a retainer in the amount of \$25,000 (the "Retainer"). The Retainer shall be applied in satisfaction of fees, costs and expenses incurred pursuant to this Agreement. To the extent the Client seeks relief under the Bankruptcy Code, any unapplied portion of the Retainer as of the petition date shall be applied immediately against post-petition date invoices until exhausted.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice if its intent to dispose of such data and media.

7. Indemnification.



Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses to the extent resulting from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

10. General

- 10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 10.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. This Agreement may not be assigned by Epiq without the express written consent of Client, which consent shall not be unreasonably withheld." The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.



- 10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq hereby agree that any action or proceeding brought with respect to Epiq's engagement hereunder shall be brought and maintained exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, however, that if any entity comprising the Client commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced shall be brought in the Bankruptcy Court handling such case."
- 10.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 10.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 10.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 10.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 10.8 This Agreement may be executed in counterparts, each of which shall be deemed to an original, but all of which shall constitute one and the same agreement.
- 10.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.
- 10.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq Systems:



Epiq Bankruptcy Solutions, LLC
777 Third Avenue, Third Floor
New York, New York 10017
Attn: Pamela Corrie

If to Client:

Penn Virginia
Four Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

With a copy to:

Brian Schartz, Esq.
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022-4611

10.11 Invoices sent to Client should be delivered to the following address:

Penn Virginia
Four Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Email:

10.12 The "Effective Date" of this Agreement is February 9, 2016

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ BANKRUPTCY SOLUTIONS, LLC


A handwritten signature in cursive script that reads "Pamela Corrie".

Name: Pamela Corrie



Title: Managing Director

Penn Virginia Corporation

By: 
Name: Steven A. Hartman
Title: SRP + CEO



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any prepackaged or prearranged chapter 11 plan or any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Establish a website for the posting of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
 - Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):



- Create of frequently asked questions, call scripts, escalation procedures and call log formats.
- Record automated messaging.
- Train Call Center staff.
- Maintain and transmit call log to Client and advisors.

MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



EPIQ SYSTEMS PRICING SCHEDULE

CLAIM AND NOTICING RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$45.00
Case Manager	\$50.00 – \$80.00
IT / Programming	\$65.00 – \$100.00
Sr. Case Manager/ Dir. of Case Management	\$75.00 – \$150.00
Consultant/ Senior Consultant	\$145.00 – \$185.00
Director/Vice President Consulting	\$190.00
Executive Vice President - Solicitation	\$200.00
Executive Vice President – Consulting	\$200.00

NOTICING SERVICES¹

Printing	\$0.09 per image (volume discounts apply)
Personalization / Labels	\$0.05 each
Envelopes	VARIES BY SIZE
Document Folding and Inserting	NO CHARGE
Postage / Overnight Delivery	AT COST
E-Mail Noticing	WAIVED
Fax Noticing	\$0.10 per page
Claim Acknowledgement Letter	\$0.10 per letter
Publication Noticing	Quoted at time of request
Processing Undeliverable Mail	\$0.25 per piece
CD-Rom	\$5.00 per CD, single setup charge waived

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.



DATA MANAGEMENT SERVICES

Database Maintenance	\$0.09 per record/month
Data Import / Transfer	No per creditor charge
Electronic Imaging ²	\$0.05 per image; no monthly storage charge
Weblink Hosting Fee	NO CHARGE
Update Website case docket including all filed pleadings	NO CHARGE
Manual Claim Input	No per creditor charge
Web-based Claims Reconciliation Tool (Unlimited Users)	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request
Document Storage (paper)	\$2.00 per box
(electronic)	No per creditor/image charge

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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CALL CENTER SERVICES

Standard Call Center Setup	No Charge
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute
Support/Maintenance	NO CHARGE

VIRTUAL DATA ROOM

Confidential On-Line Workspace	Quoted at time of request
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² Additional charges apply for optical character recognition imaging, quoted at time of request.



DISBURSEMENT SERVICES

Check and/or Form 1099

Quoted at time of request

Record to Transfer Agent

Quoted at time of request

EXHIBIT B

Katchadurian Declaration

Edward O. Sassower, P.C. (admitted *pro hac vice*)
Joshua A. Sussberg, P.C.
Brian E. Schartz (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Michael A. Condyles (VA 27807)
Peter J. Barrett (VA 46179)
Jeremy S. Williams (VA 77469)
KUTAK ROCK LLP
Bank of America Center
1111 East Main Street, Suite 800
Richmond, Virginia 23219
Telephone: (804) 644-1700
Facsimile: (804) 783-6192

- and -

James H.M. Sprayregen, P.C.
Justin R. Bernbrock (admitted *pro hac vice*)
Benjamin M. Rhode (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Co-Counsel to the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	Chapter 11
)	
PENN VIRGINIA CORPORATION, <i>et al.</i> , ¹)	Case No. 16-32395 (KLP)
)	
Debtors.)	(Jointly Administered)
)	

**DECLARATION OF JAMES KATCHADURIAN IN SUPPORT
OF THE DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN EPIQ
BANKRUPTCY SOLUTIONS, LLC AS ADMINISTRATIVE ADVISOR *NUNC*
PRO TUNC TO THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Penn Virginia Corporation (4320); Penn Virginia Holding Corp. (7384); Penn Virginia MC Corporation (0458); Penn Virginia MC Energy L.L.C. (0462); Penn Virginia MC Operating Company L.L.C. (0466); Penn Virginia Oil & Gas Corporation (7929); Penn Virginia Oil & Gas GP LLC (3686); Penn Virginia Oil & Gas LP LLC (8109); Penn Virginia Oil & Gas, L.P. (9487). The location of the Debtors' service address is: Four Radnor Corporate Center, Suite 200, 100 Matsonford Road, Radnor, Pennsylvania 19087.

I, James Katchadurian, hereby declare under penalty of perjury that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am an Executive Vice President with Epiq Bankruptcy Solutions, LLC (“Epiq”), and I am authorized to make and submit this declaration on behalf of Epiq. This declaration is submitted in support of the application of Penn Virginia Corporation, one of the above-captioned debtors (the “Debtors”), for authorization to retain and employ Epiq as the Administrative Advisor² for the Debtors in the above-captioned chapter 11 cases. The statements contained herein are based upon my personal knowledge.

2. As the Administrative Advisor, Epiq will perform the Administrative Services specified in the application and the Services Agreement.

3. Epiq is a leading chapter 11 administrator with expertise in noticing, claims processing, balloting, solicitation, and distribution. Epiq is well qualified to provide experienced noticing, claims, and balloting services in connection with these cases. Epiq has provided identical or substantially similar services to the Administrative Services to chapter 11 debtors in other cases including: *In re Deb Stores Holding LLC*, No. 14-12676 (KG) (Bankr. D. Del. Dec. 5, 2014); *In re AWI Del., Inc.*, No. 14-12092 (KJC) (Bankr. D. Del. Sept. 10, 2014); *In re Natrol, Inc.*, No. 14-11446 (BLS) (Bankr. D. Del. June 22, 2014); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. May 2, 2014); *In re James River Coal Co.*, No. 14-31848 (Bankr. E.D. Va. Apr. 7, 2014); *In re F & H Acquisition Corp.*, No. 13-13220 (KG) (Bankr. D. Del. Dec. 17, 2013); *In re TPO Hess Holdings, Inc.*, No. 13-11327 (KJC) (Bankr. D. Del. May 23, 2013); *In re SCOOTER Store Holdings, Inc.*, No. 13-10904 (PJW) (Bankr. D. Del. Apr. 16, 2013); *In re Dex One Corp.*, No. 13-10533 (KG) (Bankr. D. Del. Mar.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the application.

19, 2013); *In re SuperMedia Inc.*, No. 13-10545 (KG) (Bankr. D. Del. Mar. 19, 2013); *In re Rotech Healthcare Inc.*, No. 13-10741 (PJW) (Bankr. D. Del. Apr. 9, 2013); *In re Namco, LLC*, No. 13-10610 (PJW) (Bankr. D. Del. Mar. 27, 2013); *In re Land America Financial Grp., Inc.* No. 08-05994 (Bankr. E.D. Va. Nov. 26, 2008).³

4. Accordingly, I believe Epiq is well qualified to act as the Administrative Advisor in these cases.

5. Epiq is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, in that Epiq and its professional personnel:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of these cases, directors, officers, or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

6. If Epiq’s proposed retention is approved by the Court, Epiq will not accept any engagement or perform any service for any entity or person related to these cases, other than the Debtors, without the prior approval of the Court. Epiq may, however, provide professional services to entities or persons that may be creditors or parties in interest in these cases, which services do not relate to, or have any direct connection with, these cases or the Debtors.

7. Epiq represents, among other things, that:

- a. It will not consider itself employed by the United States government and shall not seek any compensation from the

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this application. Copies of these orders are available upon request of the Debtors’ proposed counsel.

United States government in its capacity as the Administrative Advisor;

- b. By accepting employment in these cases, Epiq waives any right to receive compensation from the United States government;
- c. In its capacity as the Administrative Advisor, Epiq will not be an agent of the United States and will not act on behalf of the United States; and
- d. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Administrative Advisor.

8. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these cases. The list of Potential Parties in Interest, attached hereto as **Schedule 1**, was provided by the Debtors and included the Debtors, non-debtor affiliates, current and former directors and officers of the Debtors, secured creditors, top 50 unsecured creditors, and other parties. The results of the conflicts check were compiled and reviewed by employees of Epiq, under my supervision. At this time, Epiq is not aware of any relationship which would present a disqualifying conflict of interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq’s neutral position as claims and noticing agent or administrative advisor in the listed-parties’ cases, or any other cases, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship is completely unrelated to these chapter 11 cases. Accordingly, to the best of my knowledge, Epiq and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees

hold or represent an interest adverse to the Debtors' estates related to any matter for which Epiq will be employed.

9. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtors that would impair Epiq's ability to serve as Administrative Agent in these cases. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing or administrative agent for another chapter 11 debtor. Except as provided herein, to the best of my knowledge, such relationships are completely unrelated to these chapter 11 cases. Epiq's personnel may have relationships with some of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. Epiq has, and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Epiq has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' cases in matters unrelated to these cases.

10. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

11. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to file promptly a supplemental declaration.

12. In performing the services of the Administrative Advisor, Epiq will charge the Debtors the rates set forth in the Services Agreement.

13. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold such retainer under the Services Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

14. The services provided by Epiq will be administrative in nature, and Epiq will not provide services in the nature of legal representation and/or advice to the Debtors.

[Remainder of page intentionally left blank]

I declare, pursuant to 26 U.S.C. § 1746, under penalty of perjury, that the foregoing is true and correct to the best of my information, knowledge and belief.

Executed on May 23, 2016

A handwritten signature in black ink, appearing to be 'JKB' with a stylized flourish.

James Katchadurian
Executive Vice President
Epiq Bankruptcy Solutions, LLC

SCHEDULE 1

List of Potential Parties in Interest

Potential Parties in Interest

Ad-Hoc Group Professionals

PJT Partners LP
Milbank Tweed Hadley & McCloy LLP

Bondholders

Acquest Advisors LLC
Alignvest Capital Management Inc.
AllianceBernstein LP
Anchorage Capital Group LLC
APG Asset Management US Inc.
B. Riley Asset Management LLC
Bank of America Merrill Lynch
Proprietary Trading
Bank of New York
Black Maple Capital Management LP
BlackRock Advisors LLC
BlueMountain Capital Management LLC
BNP Paribas Prime Brokerage Inc.
Broadbill Investment Partners LLC
Brownstone Investment Group LLC
Buckley Muething Capital Management Co.
Capstone Investment Advisors LLC
CGM/SAL Br.
Citibank
Citigroup
Citigroup Global Markets Inc.
Columbia Management Investment Advisers LLC
Contrarian Capital Management LLC
Diamond Insurance Group Ltd.
Envestnet Asset Management Inc.
First Republic Investment Management Inc.
FOC Partners
Franklin Advisers Inc.
Geode Capital Management LLC
Guggenheim Funds Investment Advisors LLC

HighTower Advisors LLC
Investors Asset Management Inc.
J.P. Morgan Clearing Corp.
Janus Capital Management LLC
JPMorgan Chase Bank NA
JPMorgan Investment Management Inc.
KLS Diversified Asset Management LP
Mangrove Partners
Marathon Asset Management LP
Millennium Advisors LLC
Morgan Stanley & Company LLC
Morgan Stanley Smith Barney
Morgan Stanley Wealth Management
Oberon Asset Management LLC
Oppenheimer Investment Management LLC
Pacific Investment Management Co.
Palisade Capital Management LLC
Paulson & Co. Inc.
Pine River Capital Management LP
PineBridge Investments LLC
Pioneer Investment Management Inc.
Royal Bank of Canada Capital Markets LLC
Schroder Investment Management North America Inc.
SKY Harbor Capital Management LLC
SMH Capital Advisors Inc.
South Dakota, State of, Investment Council
State Street Bank & Trust Co.
State Street Global Advisors
Strategic Value Partners LLC
SumRidge Partners LLC
T. Rowe Price Associates Inc.
Union Bank of Switzerland Securities LLC
United Services Automobile Association Asset Management Co.
USDR Investment Management LLC
Wells Fargo Bank NA
Wells Fargo Securities LLC

Wexford Capital LP
Wilmington Savings Fund Society FSB

Contract Counterparties

2M Crossings LLC
2M Services LLC
3B Pumping Services LLC
3ES Innovation Inc.
3S Services LLC
5J Oilfield Services LLC
A Rental Company
A&A Tank Truck Company
A&B Pump & Supply Inc.
A-1 Rocket of South Texas LLC
A1 Shiner Fire & Safety Inc.
AAA Well Service LLC
ABC Nitrogen
Abercrombie, Josephine E.
ABS Welding Inc.
Absolute Energy Solutions LLC
ACE NDT LLC
Acme Truck Line Inc.
Acock Engineering & Associates LP
Action Petroleum Services Corp.
Adams Resources Exploration Corp.
Adobe Systems Inc.
Advantage Energy Services LLC
Aerion Rentals
AES Drilling Fluids LLC
Aim Directional Services LLC
Ainsworth Trucking
Al Gordon Consulting LLC
Alamo Crane Service Inc.
Alert Logic Inc.
Alignics Energy Group LLC
Alinet Oil Field Services Corp.
Alleghany Industrial Insulation Co.
Allen Engineering & Science Inc.
Allied Oil & Gas Services LLC
Allied-Horizontal Wireline Services LLC
Allstate Power Vac Inc.

Alpha Control Services LLC
Alpha Leak Detection Services Inc.
Alvarez & Marsal North America LLC
Amega West Services LLC
American Eagle Logistics LLC
American Midstream LLC
Anchor Oilfield Services LLC
Anderson Perforating Ltd.
Antea Group International
Apex Pipeline Services Inc.
Apex Remington Inc.
Apex Resources Inc.
Aqua Oil Field Chemical Services Inc.
Archer Directional Drilling Services LLC
Archer Pressure Pumping LLC
Archer Wireline LLC
Archrock Inc.
Arctic Pipe Inspection Inc.
Argus Media Inc.
Arklatex Energy Services LLC
Arklatex Wireline Service LLC
ARM Group Inc.
Arnold Trucking Inc.
Associated Energy Services
AT&T Mobility
Avispa
Aztec Well Servicing Co.
Azure Midstream Energy LLC
B&B Oilfield Equipment Corp.
B&C Backhoe Inc.
B&D Services Inc.
B&J Air & Pump
B&L Waterwell Service Inc.
B&P Swab Services Inc.
B&S Services Inc.
Bachtell Oil & Gas Ltd.
Badger Pressure Control LLC
Bailey & Harley Services LLC
Bailey Petroleum Consultants LLC
Bailey, Gary W.
Baker Hughes Oilfield Operations Inc.

Baker Hughes US Land
Baker Petrolite Corp.
Bank of America Merrill Lynch
Bank of Nova Scotia, The
Barclays Bank PLC
Basic Energy Services Inc.
Basin Engineering Services
Bass Fishing & Rentals LLC
Bassler Energy Services Inc.
Bayou Swabbing LLC
Bayou Well Services LLC
Bear Creek Engineering LLC
Bear Creek Services LLC
Bear Transport LLC
Beck Trucking LLC
Bedrock Petroleum Consultants LLC
Belfont Lyons & Shuman PA
Bell Supply Company LLC
Berith Equipment Inc.
BesteBit LLC
Bestest Inc.
BG Energy Merchants LLC
Bico Drilling Tools Inc.
Big Covey Exploration LP
Big Justice Construction Co. Inc.
Big Six Torque & Test LLC
Billtown Pumps Inc.
Billy's Lease Service Inc.
Bird Equipment LLC
BJ Fisher Inc.
BJ Oilfield Construction Inc.
BKB Oilfield Inc.
Blackhawk Specialty Tools
Blazer Services LLC
BLR Digital
BNP Paribas Energy Trading GP
Boe Oil Tools
Bohler Fishing & Rental Tools Inc.
Bolt Fuel Oil Co. Inc.
Boone Exploration Inc.
Booth Environmental Sales & Service

LLC
BOP Ram-Block & Iron Rentals Inc.
Border Swabbing Inc.
Borehole Control LLC
BOS Solutions Inc.
Bostick Services Corp.
Bottomline Technologies Inc.
BP Energy Co.
BP Products North America Inc.
Branton Tools LLC
Brett Construction
Brickman Fast Line Inc.
Bricor LLC
Bronco Oilfield Services Inc.
Brooks, John A.
Brown Integrity LLC
Bruington Engineering Ltd.
Bulldog Chemicals LLC
Burlington Resources Oil & Gas Co. LP
Burton Oil Service Operations LLC
Butch's Rathole & Anchor Service Inc.
Byron Watson Trucking Inc.
C Energy LLC
C Vac LLC
C&C Oilfield Service LLC
C&C Tank Service LLC
C&J Energy Services Inc.
C&J Well Services Inc.
C&L Processors Partnership
C&S Lease Service LC
C.H. Fenstermaker & Associates LLC
C.W. Ford Rentals LP
Cactus Wellhead LLC
Calvin Mays Oilfield Services Inc.
Can-Fer Utility Services LLC
Capitol Ultrasonics LLC
Case Wireline Services Inc.
Cased Hole Well Services LLC
Casedhole Solutions
Caskids Operating Co.
Catarina Construction LLC

Cavalry Solutions LLC
Cavins Corp., The
CC Forbes LLC
CDK Perforating
CDM Resource Management LLC
CEP Holdings Ltd.
Cetco Energy Services Co. LLC
Challenger Deepwell Servicing Inc.
Chandler, M. David
Channel 1
Charles Holston Inc.
Chemical Dynamics Corp.
Chemical Weed Control Inc.
Chemstar Energy Services LLC
Chevron Natural Gas
Childress Fishing & Rental Services Inc.
Choctaw Lease Service LLC
Cielo Energy Consulting LLC
CIMA Energy Ltd.
Cinch Energy Services LLC
Circle Z Pressure Pumping LLC
Citrix Systems Inc.
Clarkco Oilfield Services Inc.
Clean-Co Systems
Clearwater Enterprises LLC
Clements Fluids Henderson Ltd.
Cloues, Edward B., II
CNH Energy Services LLC
Coastal Chemical Co. LLC
Coastal Equipment Co. LLC
Coastal Field Services LP By Vast Group LLC
Coastal Flow Field Services
Coastal Flow Field Services Inc.
Coastal Gate Services
Cobblestone Consultants LLC
Cogent Communications Inc.
Coil Tubing Solutions LLC
Cole International Tubular Services LLC
Collins, Ted Jr.
Colorado Materials Ltd.

Comcast
Compass Well Services LLC
Complete Environmental & Remediation Co LLC
Complete Pipe Services LLC
ConocoPhillips Co.
Consol Gas Co.
Consolidated Oil Well Services LLC
Continental Laboratories Inc.
Continental Production Services Inc.
Continental Wire Cloth LLC
Continuum Crude Logistics Services LLC
Continuum Crude Transportation Services LLC
Continuun Crude Logistics Services LLC
Coonrod Electric Co. Inc.
Copperhead Well Services LLC
Core Laboratories LP
Cortez Exploration LLC
Craddock Service Co. LLC
Crescent Consulting LLC
Crescent Directional Drilling LP
Crescent Services LLC
Crest Pumping Technologies LLC
Cretic Energy Services
Cross Roads Oil Field Supply Ltd.
Crosstimbers Hot Shot Service LLC
Crown Records Management Ltd.
CSI Compressco LP
CSI Inspection LLC
CTI Energy Services LLC
Cudd Pressure Control Inc.
Cudd Pumping Services
Cude Oilfield Contractors Inc.
Curtis & Son Vacuum Service Inc.
CWR Management LLC
Cypress E&P Corporation
Cypress Industries Oilfield Services Inc.
CyrusOne LLC
D&B Oilfield Services Inc.
D&B Rental Service

Dalton Trucking
D-A-M Services Inc.
Danlin Industries Corp.
Dart-Kinder Morgan-Tenn Gas Pipeline Co.
Data Logistics Services Corp.
Davis Chemical Services LLC
Davis-Lynch LLC
Dawson Geophysical Co.
DCP Midstream LP
DCP Midstream Marketing LLC
DCS All American LLC
Dean, James W.
Deepwell Energy Services LLC
Delta Construction Co. Inc.
Delta Seaboard Well Service Inc.
Desert NDT LLC
Devilbiss Coring Service Inc.
Devon Energy Production Co. LP
Diadem Enterprises
Dialog Wireline Services LLC
Diamond J Distribution LLC
Digital Network LLC
Diligent Board Member Services Inc.
Dillman, George J.
Direct Energy Business Marketing LLC
Directional Drilling Co., The
Diversified Well Logging LLC
DK Rig Movers LLC
DKM Enterprises LLC
Dominion Transmission Inc.
Dorsal Services Inc.
Downing Wellhead Equipment Inc.
DRC Service Co. Inc
Drilformance Technologies
Drill Chem Drilling Solutions LLC
Drill Cuttings Disposal Co. LLC
Drill Cycle Energy Waste Services
Drill String Services Inc.
Drilling Fluids Technology Inc.
Drilling Services of America Inc.

Drillpoint Resources
Drumright Oilwell Service
DTE Energy Trading Inc.
Dugga Boys Inc.
Duke Energy Field Services
Dunn Services Inc.
Duo Security Inc.
Duoline Technologies LLC
Duphil Inc.
Durrett Transport LLC.
DXP Enterprises Inc.
Dynamic Downhole Services LLC
Eagle Fishing Tools & Services LLC
Eagle NDT LLC
Eagle Oilfield Inspection Services Inc.
Eastern Fishing & Rental Tool Co. Inc.
Ecoserv Environmental Services LLC
EDF Trading North America LLC
Effenberger, Michael J.
El Farmer & Co.
Elite Production Services LLC
Elk City Trucking Services Inc.
Elk Environmental Services
Ellis Energy Inc.
Ely & Associates Corp.
EMK3
Empirica LLC
EMS USA Inc.
Enable Gas Gathering LLC
Enable Gas Transmission LLC
Enable Gathering & Processing LLC
Enable Oklahoma Intrastate Transmission LLC
Enable Products LLC
Enbridge Customer Connect
Enbridge Marketing US LP
Endeavor Pipeline Inc.
Enercorp Energy Services
Enerflex Energy Systems Inc.
Energies Oilfield Solutions LLC
Energy Devices of Texas Inc.

Energy Exchange 3 LP
Energy First Engineering & Consulting
LLC
Energy Fishing & Rental Services Inc.
Energy Fluids Inc.
Energy Lease Services Inc.
Energy Meter Systems Inc.
Energy Transfer Partners LP
Enersafe Inc.
Enertia Software
Entire Environmental Services Inc.
Enventure Global Technology Inc.
Enviro Clean Services LLC
Enviro Resources LLC
Environ Technology USA Inc.
Environment Systems Research Institute
Inc.
Environmental Compliance Group LLC,
The
Environmental Resources Management
Environmental Safety & Health
Consulting Services Inc.
EOG Resources Inc.
EOS Rentals LLC
Epic Wireline Services LLC
Erick Flowback Services
Ervin Well Site Consultants LLC
ESA Consulting LLC
ETC Marketing Ltd.
ETC Texas Pipeline Ltd.
ETS Oilfield Services LP
Evans Rentals Inc.
Evergreen Chemical Solutions
Evo Inc.
Exact Valve Solutions Inc.
Exco Production Co. LP
Expedition Natural Resources Inc.
Express Energy Services Operating LP
Express Energy Services Operating LP
Rathole Division
Express Energy Services Operating LP
Well Testing Division

Expro Americas LLC North America
Land Co.
Extreme Energy Services LLC
Extreme Plastics Plus Inc.
Fairway Laboratories Inc.
Fairways Exploration & Production LLC
Falbo, Francis E.
Falbo, Francis E. Jr.
Farm & Ranch Construction LLC
Felderhoff Brothers Drilling Co.
Feldman, Suzanne J.
FESCO Ltd.
Fesco Management Supply
Fitzpatrick Tubing Services LLC
Five Point Service Inc.
Fleaux Services of Louisiana LLC
Flexsteel Pipeline Technologies Inc.
Flint Energy Services Inc.
Flotek Industries Inc.
Flow Chem Technologies LLC
Flow Process Technologies Inc.
Fluid Disposal Specialties Inc.
FMC Technologies Surface Wellhead
Western Hemisphere
Francis Drilling Fluids Ltd.
Frank Gardner Construction LLC
Frank's International LLC
Frank's International LLC US Land
Fred's Rat Hole Service Inc.
Freedom Oilfield Services LLC
Frontier Services Inc.
Frontier Tubular Solutions LLC
FTS International Services LLC
Furry Industries Inc.
Gandy & Sons Inc.
Ganem & Kelly Surveying Inc.
Gas Field Specialists
Gasco Drilling Inc.
Gateway Services Group LLC
Gator Testing Services LLC
GCE Petroleum Consulting LLC

GCG Services (U.S.) Inc.
GE Capital Ricoh USA Program
GE Oil & Gas North America
Genco Energy Services Inc.
Genesis Crude Oil LP
Genesis Endeavors LLC
Geokinetics Inc.
Geophysical Research LLC
GeoSouthern Lavaca Properties LLC
Gilmore, Gerald C.
Gladiator Energy Services LLC
Glidden, Scott B.
Global Power Supply LLC
Globe Energy Services LLC
GMX Resources Inc.
Gore Nitrogen Pumping Service LLC
Graco Fishing & Rental Tools Inc.
Great Guns Inc.
Great Plains Analytical Services Inc.
Great Plains Gas Compression Holdings LLC
Great Texas Compression LLC
Great White Pressure Control LLC
Green Energy Oilfield Services LLC
Greene's Energy Group LLC
GreenHunter Water LLC
GSM Consulting Inc.
GSM Oilfield Services Inc.
Guard 1 Services LLC
Guidry, Charlotte
Gulf Coast Crane Service LLC
Gulf South Pipeline Co.
Gulfmark Energy Inc.
GVTC Communications
Gyro Technologies Inc.
Gyrodata Inc.
H&A Construction LLC
H&C Services Inc.
HA Construction LLC
Halliburton Energy Service Inc.
Halliburton US Onshore

Hamilton Well Service LLC
Hargrave, Robert A.
Hartman, Steven A.
Haynesville Wireline Service Inc.
HB Rentals LC
Heckmann Water Resources CVR Inc.
Henski Oilfield Services LLC
Hijet Bit LLC n/k/a PDC Logic
Hinkle, Tammy L.
Hinklin Pressure Washing LLC
Hi-Tech Testing Service Inc.
Hollon, Dwight M.
Holmes Erection Inc.
Holt, Julianna Hawn
Hoppe's Construction LLC
Hopson, William D.
Horizon Environmental
Hoskins Wireline LLC
Houston Pipe Line Co. LP
HS Field Services Inc.
Hughes Specialty Services LLC
Hunt Oil Co.
Hutchins Welding & Rental Services Inc.
Hy-Bon Engineering Co. Inc.
Hydratorque LLC
Hydrostatic Oilfield Testing Inc.
Hydrozonix LLC
Iberdrola Energy Services LLC
Icenhower Oil & Gas Inc.
Icon Oilfield Services LLC
IEA Inc.
IHS Global Inc.
Infinite Energy Inc. d/b/a Intelligent Energy
Infostat Systems Inc.
Inland Environmental & Remediation Inc.
Inspection Oilfield Services a/k/a IOS Holdings Inc.
Integrated Production Services Inc.
Integrity Directional Services Inc.
Integrity Land Services & Investments LLC

International Paper Co.
Iron Horse Tools LLC
Irongate Tubular Services LLC n/k/a
IronGate Energy Services LLC
J and J Technical Services LLC
J&C Oilfield Rentals LLC
J&J Pipe & Supply Inc.
J&M Premier Services Inc.
J. Mark Threadgill & Co.
J4 Fluid Services Inc.
Jack Bobier Trucking LLC
Jackson Tool Co. Inc.
Jacobra Energy Services LLC
Jaguar Hydrostatic Testing LLC
Janak, Alice
Janak, Gregory P.
Janssen Lease Service Inc.
Javins Corp.
JC Fodale Energy Services LLC
Jefferies LLC
Jerry Dunkin Well Services Inc.
Jet Specialty Inc.
Jim Clark & Associates LLC
Jim Gandy Rig Welding
Johnson Matthey Holdings Inc.
Johnson, Edward L.
Joyce Steel Erection Inc. n/k/a Joyce
Crane
JP Energy Marketing LLC
J-P Ranch Ltd.
JPMorgan Ventures Energy Corp.
JT Swabbing Services Inc.
JW Hughes Excavation Inc.
K&L Contractors Inc.
K-3 BMI
Kadrmass Lee & Jackson Inc.
Kaiser Energy Marketing LLC
Kane Environmental Engineering Inc.
Katch Kan USA LLC
Kauk Construction LLC
KB Wellbore Solutions LLC

KC Lease Service
KDR Supply Inc.
Kelley Brothers Contractors Inc.
Kerr, Dustin C.
Key Energy Services Inc.
Keystone Energy Services Inc.
Keystone Wireline Inc.
Kiamesha Global LLC
King Canyon Buffalo Inc.
King Jeffers Oilfield Services LLC
Kingfisher Construction Service Co.
Kirkland & Ellis LLP
Kixx Rentals & Services LLC
Kleen Oilfield Service
KLX Energy Services LLC d/b/a Cornell
Solutions
KLX Energy Services LLC d/b/a LT
Energy Services
KLX Energy Services LLC d/b/a Wildcat
Energy Services
Knight Oil Tools Inc.
Knighthen Machine & Service Inc.
Knox Oil Field Supply Inc.
Kodiak Gas Services LLC
KPMG LLP
KSW Oilfield Rental LLC
Kurecka, John
Kurecka, Lynna
L&P Pipeline & Construction Inc.
Laclede Energy Resources Inc.
Land Services Group
Landmark Graphics Corp.
Landtel Communications LLC
Landwise Consulting LLC
Larson Design Group Inc.
LATX Operations
LCM Solutions LLC
Lead NDT Inspection & Pipe Services
LLC
Legacy Measurement Solutions Inc.
Legacy Pressure Control Inc.

Legend Energy Services LLC
Level 3 Communications LLC
Lewis Concrete Restoration Corp.
LexisNexis
Liberty Swabbing Inc.
Light Tower Rentals Inc.
Lighthouse Oilfield Services LLC
Lindeman Family LP
LLG Energy Services LLC
LMK Resources Inc.
Lone Star Tank Rental LP
Lonestar West Enterprises LLC
Longhorn Energy Holdings LLC
Longhorn Supply Company
Loomis International Inc.
Louisiana Scrap Metal Recycling
LTW Services LP
Lufkin Industries LLC
Macquarie Energy LLC
Magnum Oil Tools International Ltd.
Manning Safety Services Inc.
Marathon Oil EF LLC
Martex Well Service LLP
Martin Electric Co. Inc.
Martin Energy Services LLC
Marubeni Eagle Ford LP
Masco Wireline Inc.
Master Pumps & Equipment Corp.
Matcor Inc.
Maverick Field Services LLC
May, Thomas W.
MC Boedeker Agriculture LP Ltd.
MC Boedeker Real Estate LP Ltd.
McAda Drilling Fluids Inc.
McDaniel Company, The
McDaniel, Steve
McGuire Industries Inc.
McKenzie Transportation Co. Inc.
McMahan Welding Services Inc.
MD Totco
Meridian Compensation Partners LLC

Mersmann Consulting Group LLC
Metcalf III, Arthur S.
Metcalf, Arthur S.
Mex Gas Supply SL
Microsoft Corp.
Mid State Oil Tools Inc.
Midco Supply Company
Midnite Energy Inc.
Midstate Environmental Services LP
Milamore Inc.
Milestone Environmental Services LLC
Miller Environmental Services LLC
Modular Space Corp.
Modzelewski, James F.
Moncla E-Line Services Inc.
Monster Wireline LLC
Moody & Associates Inc.
Morgan Well Service Inc.
Morris Welding Co. Inc.
Mosley Well Service LLC
Mo-Vac Service Co Inc.
MRC Global Inc.
Mud Check Inc.
Multi-Chem Group LLC
Munson, Houston, Jr.
Munson, Peggy
MW Rentals & Services Inc.
Nalco Champion
National Energy & Trade LP
National Fuel Gas Supply Corp.
National Fuel Marketing Company LLC
Natural Energy Field Services LLC
NCS Multistage LLC
Network International Inc.
Netwrix Systems
New Energy Transport Inc.
New Prospect Company
New Tech Global Ventures LLC
Newalta Corp.
Newalta Environmental Services Inc.
Newpark Drilling Fluids LLC

Nexus Oilfield Services LLC
NGL Water Solutions Eagle Ford LLC
Nicholson Contractors LLC
Nisource Gas Transmission & Storage
Nitro Construction LLC
Nitro Downhole LLC
Nitro Fluids LLC
NJR Energy Services Company
NOV Fluidcontrol
NPC Energy Services LLC
NPC Land & Marine LLC
Nwabuoku, Kennedy C.
Nzone Guidance LLC
Oaks Personnel Services Inc.
Oasis Pipeline LP
Obran Inc.
Ochoa Services LLC
Odessa Pumps & Equipment Inc.
Odyssey Energy Services LLC
Offshore Energy Services Inc.
OFS International LLC
Oil Patch Rental Services Inc.
Oil States Energy Services
Oilflow Production Chemical Inc.
Okeahialam, Ikenna U.
ONEOK Gas Gathering LLC
OPIS Energy Group
Oracle Corp.
Orbit Construction
O-Tex Pumping LLC
Overflow Energy LLC
P&L Testing LLC
Pacific Summit Energy LLC
Paloma Lease Service Inc.
Park Energy Services LLC
Parker Brothers Electric Inc.
Partridge Sibley Industrial Services Inc.
Pason Systems USA Corp.
Pat Baker Company Inc.
Patriot Dozer Service LLC
Pat's Offroad Inc.

Pat's Roustabout Service Inc.
Patterson, Richard E.
Patterson-UTI Drilling Company LLC
Pavilcek, Frances Kay
Payzone Energy Services LLC
PCS Ferguson Inc.
Peak Completion Technologies Inc.
Peak Oilfield Services LLC
Pennoni Associates Inc.
Performance Contractors Inc.
Performance Wellhead & Frac Components Inc.
Permian Enterprises LLC
Petro-Land Group Inc.
Phillips 66 Company
Phoenix Technology Services USA Inc.
Phoenix Water Transfer LLC
Pigott, Robert L., II
Pilot Thomas Logistics LLC
Pinson Well Logging Inc.
Pioneer Coiled Tubing Services LLC
Pioneer Drilling Company
Pioneer Fishing & Rental Services LLC
Pioneer Oilfield Trucking Inc.
Pioneer Well Services LLC
Pioneer Wireline Services LLC
Pipeline Accident Prevention Services Inc.
Pipe-Pros LLC
Pitney Bowes Inc.
Pitts Swabbing Service Inc.
Plains Marketing LP
Planning Thru Completion LLC
Plaster & Wald Consulting Corp.
Platts Ltd.
Plein Sud Holdings LLC
PLPS Inc.
PLS Inc.
PML Exploration Services LLC
Polyflow LLC
Power Rig Rental Tool Inc.
Power Torque Services Inc.

Precision Directional Services Inc.
Precision Pipeline Services LLC
Premier Well Services LLC
Premiere Inc.
Premium Energy Group
Pressure Control Specialties LLC
Prime Eco Group Inc.
Princess Three Operating LLC
Priority Energy Holdings LLC
Pro Field Services Inc.
Pro Oilfield Services LLC
Production Analysis Inc.
Professional Directional Enterprises Inc.
Proformance Drilling Fluids Inc.
Progressive Global Energy & Natural Resources
Prohaul Transports LLC
Propetro Services Inc.
Pro-Tec Inspection Inc.
Protective Industries Inc.
Prowler Transportation Inc.
Pryor Packers Inc.
Pumping Unit Service Inc.
Purestream Services LLC
QC Energy Resources
Q'Max America Inc.
Quail Tools LP
Quality Energy Services Inc.
Quality Lease Rental Service LLC
Quantitative Economic Solutions LLC
Quinn's Rental Services USA LLC
Quorum Business Solutions (USA) Inc.
Qwik Pipe Inc.
R&R Rentals & Hotshot Inc.
Raabe, Daniel
Radley Electric Inc.
Radnor Center Associates
Ram-Gear Manufacturing Inc.
Ramrod Trucking Inc.
Rapid Transport Ltd.
Rathole Drilling Inc.

RC Industries
RCW Energy Services LLC
RDT Trucking Inc.
Rebel Testers Inc.
Red Diamond Service Companies LLC
Red Dog Oil Tools Inc.
Red Hawk Energy Services LLC
Red Hot Steamers Oilfield Services
Red River Oilfield Services LLC
Redback Energy Services LLC
Refinery Specialties Inc.
Rem Torque Test Inc.
Republic Midstream LLC
Republic Midstream Marketing LLC
Reservoir Data Systems LLC
Resource Water Transfer
Resource Water Transfer Services LP
Rettew Associates Inc.
Richard M. Hall Associates
Richard's Lease Service Inc.
Richardson & Dunn Inc. d/b/a J&S Water Wells
Rick Caruthers Construction Inc.
Riddle Dehy & Chemical Service Co. Inc.
Rig Runners Inc.
Rigsite Transport LLC
RM Oilfield Services LLC
Roach & Associates Inc.
Roc Service Company LLC
Rocket Field Services LLC
Rocknjer LLC
Rockwater Energy Solutions Inc.
Rod & Tubing Services LLC
Rodan Transport USA Ltd.
Romero, Gerard L.
Rough Neck Logistics LLC
Royal Bank of Canada Capital Markets LLC
Roywell Services Inc.
RPM Swabbing Service Inc.
RS Equipment

RT Technical Solutions LLC
Rusty Clark Survey Co. Inc.
RWDY Inc.
RWLS LLC d/b/a Renegade Services
Ryan Services Inc.
Ryan, Katherine J.
Ryan's Services
S&W Pipe Testing LLC
Sabine Mud Logging Inc.
SageRider Inc.
Samaripa Oilfield Services LLC
Sanjel USA Inc.
Sard Verbinen & Co. Ltd.
Schlumberger Technology Corp.
Schlumberger US Land
Scientific Drilling International Inc.
Scorpion Pressure Control LLC
Scotia Waterous USA Inc.
Seaboard International Inc.
SEI Energy LLC
Seifert Welding & Construction Inc.
Select Energy Services LLC
Seminole Energy Services LLC
Sequent Energy Management LP
Shale Drilling Solutions LLC
Shamrock Energy LLC
ShawCor Composite Production Systems
Shell Energy North America US LP
Shelton, Harry B.
Shepherd Supply LLC
SHI International Corp.
Shimek, Anita
Shimek, Stanley J.
Shivers Enterprises Inc.
Siboney Contracting Co.
Siboney Energy Services Inc.
Sierra Hamilton LLC
Silver Eagle Environmental Solutions LLC
Silver, Virginia
Simons Petroleum LLC
Sky-Lin Services LLC

Slick Line Services LLC
Smith Energy Services Inc.
Smith International Inc.
Smith, Mark
SN Operating LLC
Snyder, Nancy M.
Société Générale SA
SolarWinds Inc.
Solid Liberty Services LLC
Sonnen, Joan C.
SorinRand LLP
Sound & Cellular Inc.
South Texas Oilfield Solutions LLC
South Texas Vegetation Control LLC
Southcross Marketing Company Ltd.
Southern Oilfield Inspection LLC
Southern Petroleum Laboratories Inc.
Southwest Energy LP
Southwest Solutions Group Inc.
Southwestern Energy Services Company
SpamTitan Technologies
Spartan Energy Partners LP
Spartan Thru Tubing Services LLC
Spectra Energy Corp.
Spectrum Tracer Services LLC
Spidle & Spidle Inc.
Sprint Energy Services LP
SRT Oil Field Service LLC
Stabil Drill Specialties LLC
Stage 3 Separation LLC
Stallion Oilfield Construction LLC
Stallion Oilfield Services Ltd.
Stampede Energy Services LLC
Stanger Surveying Tyler LLC
Stateline Erosion LLC
Statoil Natural Gas LLC
Steamroller Energy LLC
Stellar Oilfield Rentals LLC
Step Energy Services (USA) Ltd.
Sterling Crane LLC
Stevens Tanker Division LLC

Stindt, William H.	Tenaris Hydril Field Services
Stock, Jimmy	Tenaska Marketing Ventures
Stomaco Energy Services Inc.	Terradom Corporation
Stone Trucking Co. Inc.	Tesco Corporation (US)
Stone Well Service LLC	Testco Well Services LLC
Strata Control Services Inc.	Texan Tubular Services LLC
Stratagraph Inc.	Texas Energy Network LLC
Stratagraph NE Inc.	Texas Equipment Rental LLC
Stride Well Service Company Inc.	Texas Hot Oilers Inc.
Strike LLC	Texas Perforators Inc.
Stringer Contracting Inc.	Texas Quality Gate Guard Service LLC
Stringer's Oilfield Service Inc.	Texas ReExcavation LC
Strong Service LP	Texas Round Bottoms Inc.
Stuart Petroleum Testers Inc.	Tex-Perts Cooling & Heating
Sullivan, Clay A.	TGC Industries Inc.
Sunbelt Oilfield Supply Inc.	Thomas Fuels Lubricants & Chemicals Inc.
Sunbelt Rentals Industrial Services LLC	Thru Tubing Solutions Inc.
Sunoco Partners Marketing & Terminals LP	Thunderhorse Oilfield Services LLC
Super Flow Testers Inc.	Thurmond-McGlothlin Inc.
Super Heaters LLC	Tiger Industrial Rentals
Superior Energy Services Inc.	Tiger Safety Ltd.
Superior Natural Gas Corp.	Tillman & Associates Consulting LLC
Superior Performance Inc.	Timberline Manufacturing Company Inc.
Superior Tank Company Inc.	Timco Services LLC
Supreme Production Services Inc.	Tim's Trucking LLC
Supreme Service & Specialty Co. Inc.	Titan Test Pumps LLC
Swabbing John's Inc.	TIW Corporation
Swat Inc.	TNT Crane & Rigging Inc.
SWCA Environmental Consultants	Top Notch Energy Services Inc.
Swire Oilfield Services LLC	Toro Downhole Tools
Swire Water Solutions Inc.	Torqued-Up Energy Services Inc.
Talen Energy Marketing LLC	Total CAD Systems Inc.
Target Well Services Inc.	Total Energy Solutions LLC
Tasco Tool Service Ltd.	Total Gas & Power North America Inc.
TCB Rental Inc.	Total Safety US Inc.
Team Oil Tools LP	Total Screen Solutions Inc.
TEC Well Service Inc.	TPG Special Situation Partners LLC
Tejas Lease Service LLC	TRC Consultants LC
Tenacious Torque LLC	Trend Services Inc.
Tenaris Global Services USA Corporation	Tres Management Inc.

Tri Energy Asset Management Inc.
Tri Lift Services Inc.
Triad Well Service LLC
Trican Well Service LP
Tri-Co Testing
Trifecta Oilfield Services LLC
Trinity Gate Guard Services Corp. LOC
Trio Equipment Rental & Services LLC
Triple B Oilfield Service Inc.
Triple J Well Service Inc.
Triple S Well Service Inc.
Tri-State Industrial Group LLC
Tuboscope
Turbo Chem International Inc.
Turbo Drill Industries Inc.
Twilight Services Inc.
Twin Eagle Resource Management LLC
TX Energy Services LLC
Udovich, Patrick J.
Ultra Energy Services LLC
Ultra Pipeline LLC
Underwood Hotshot Service
United Rentals Inc.
Universal Fluid Services LLC
USA Compression Partners LLC
UV Logistics LLC d/b/a United Vision Logistics
Valor E&P LLC
VAM USA
Vaporpoint LLC
Varel International Ind. LP
Verizon Wireless
Vibra-Tech Engineers Inc.
Viper Products & Services LLC
Wadeco Specialties LLC
Warrior Energy Services Corp.
Washita Valley Enterprises Inc.
Watergator Inc.
WE Hayden Lease Service Inc.
Weatherford International Lift Systems LLC

Weatherford International LLC
Wehausen Land & Cattle Company Inc.
Weiland, Barbara
Weir Oil & Gas
Well Master Corp.
Wells Fargo Bank NA
Wendel Electric
Wenzel Rental Tools LLC
Wes Oil Field Services LLC
Westoak Production Services Inc.
Whipperhill Consulting LLC
White Castle Rose LLC
Whitehead, H. Baird
Whitehead, Jean M.
White's Welding LLC
Wil-Call Services Ltd.
Wildcat Buildings Inc.
Williford, John Revis
Willis Towers Watson PLC
Wilson, Harvey D.
Wireline Inc.
Wolfpack Rentals LLC
Woodward Welding LLC
Workover Solutions Inc.
Workshare Inc.
Wrangler Trucking LLC
WS Red Hancock Inc.
Wyoming Casing Service Inc.
Xanadu Exploration Company
X-Chem Inc.
XL Construction Corp.
Xpat Xtreme Pump & Testing LLC
Yellowjacket Oilfield Services LLC
York Acidizing & Cementing LLC
Zayo Group LLC
Zedi US Inc.
Zeno Imaging
Zephyr Environmental Corp.
Zivley, Jill T.

Court Personnel

Alonzo, Albert
Bohm, Jeff, Hon.
Brown, Karen K., Hon.
Chavez, Jeannie
Dolezel, Anita
Huennekens, Kevin R., Hon.
Isgur, Marvin, Hon.
Jones, David R., Hon.
Kenney, Brian F., Hon.
Mayer, Robert G., Hon.
Paul, Letitia Z., Hon.
Phillips, Keith L., Hon.
Redden, William C.
Rodriguez, Eduwardo V., Hon.
Santoro, Frank J., Hon.
Slayton, Lynette
St. John, Stephen C., Hon.
Staples, Diyana

Creditors of More Than \$25,000

3es Innovation Inc.
Acme Truck Line Inc.
Acock Engineering & Associates Inc.
Alpha Control Services LLC
American Midstream Lavaca LLC
Apex Remington Inc.
Archrock Services LP
Baker Hughes Inc.
Bank of America
Bank of America NA
Bear Creek Services LLC
Bedrock Petroleum Consultants LLC
BKB Oilfield Inc.
C&C Oilfield Services LLC
Cactus Wellhead LLC
Chesapeake Operating Inc.
Clear Water Resources LLC
Coastal Chemical Co. LLC

Continental Laboratories Inc.
D&B Flowback LLC
Davis Chemical Services LLC
DCS All American LLC
Durrett Transport LLC
Express Energy Services Operating LP
FESCO Ltd.
Fitzpatrick Tubing Services
Frank's International LLC
GEODynamics Inc.
Go West Logistics LLC
Go West Transportation & Storage LLC
H&A Construction LLC
Hunt Oil Co.
Independence Blue Cross
Integrated Production Services Inc.
Ipreo LLC
Jabco Inc.
KLX Energy Services LLC
Lone Star Tank Rental LP
Magnum Oil Tools International Ltd.
National Oilwell Varco LP #521
Newpark Drilling Fluids LLC
NOV
Nzone Guidance LLC
Patterson-UTI Drilling Co. LLC
Permian Tank & Manufacturing Inc.
Pilot Thomas Logistics LLC
Pioneer Well Services LLC
Priority Artificial Lift Services LLC
Purestream Services LLC
Quality Energy Services Inc.
Refinery Specialties Inc.
REM Torque Test Inc.
Schlumberger Technology Corp.
Select Energy Services LLC
Siboney Energy Services Inc.
Silver Eagle Environmental Solutions LLC
Simons Petroleum LLC
Spidle Turbeco
Stevens Tanker Division LLC

Sunbelt Rentals Inc.
Swire Water Solutions Inc.
Tenaris Global Services USA Corp.
Texas Round Bottoms Inc.
Tillman & Associates Consulting LLC
WadeCo Specialties Inc.
Weatherford Artificial Lift System Inc.
Wes Oil Field Services LLC
Willis of Texas Inc.
Wrangler Trucking LLC

Current & Potential Litigation Parties

B&H Petroleum Inc.
Black, Jon G.
Black, Jonathon G.
Black, Mellissa B.
Branigan, James L.
Branigan, John D.
Branigan, Michael K.
Branigan, Patrick J.
Chesapeake Louisiana LP
Christy, G. Keith
Christy, Katherine L.
Collins, Ted
Cudd Pressure Control Inc.
Desra K. Selph as Independent
Administatrix for the Estate of Althea
Harris Hart
Driver, Freddy Howard
Elite Toilet Rental Inc.
EOG Resources Inc.
Excalibur Rentals Inc.
Flat River Farms LLC
Freeman, Brandi
George Mercer Pool as Trustee of the
Marjorie Gretna Peacock Poole Living
Trust
Grill, Jason R.
Harrell Oil Company Inc.
Hart, Bernadette Marianne
Harvey, Marvin

Hernandez, Gregory
Hunt Oil Co.
Ireland, Debra
Katherine Poole Antrobus as Trustee of the
Katherine Pool Antrobus Living Trust
Kent Harrell as Trustee for the Kent J.
Harrell Reovcable Trust
Kirby, Margaret
Kirby, Verne
La Graza, Alfredo D.
Lasseigne, Raymond Joseph
Lemon Creek Oil & Gas Ltd.
Lott Co. LLC
Madanich, Ted
McAfee & Taft
McDole, Jessie E.
McDonald Land Services Inc.
Mikes, Casey Ray
Nava, Anna
Nicholas, Mary Linda Pipkin
Norwich Petroleum Corp.
Petro-Chem Operating Co. Inc.
Petrohawk Properties LP
Petroleum Development Company
Pickett, Trenton
Pipkin, Orlando III
Plein Sud Holdings LLC
Power Torque Services LLC
Principle Energy LLC
Ray, Gale
RHS Energy LLC
Sierra Resources Inc.
Steadmon, John
Stewart, Louis
Sumrall, Stephen Bolt
Triad Well Service LLC
United Rentals Inc.
United States, Government of the,
Department of the Interior, Office of
Natural Resources Revenue
Weatherford Artificial Lift Systems LLC

Customers

American Midstream (Lavaca) LLC
Azure Midstream Energy LLC
BP Products North America Inc.
Cimarex Energy Co.
ConocoPhillips Company
Continuum Crude Logistics Services LLC
DCP East Texas Gathering LLC
DCP Midstream LP
EasTrans LLC
Enable Gathering & Processing LLC
ETC Texas Pipeline Ltd.
ETC Texas Pipeline Ltd.
FDL Operating LLC
Florida Gas Transmission Co.
Macquarie Energy LLC
Oasis Pipeline LP
Panola, County of (TX), Tax Office
Phillips 66 Company
Plains Marketing LP
Republic Midstream Marketing LLC
Statoil Natural Gas LLC
Sunoco Partners Marketing & Terminals LP
SWV Energy Operating LLC
Tenaska Marketing Ventures
Tristate ETX LLC

Debtor Affiliates

Crow Creek Energy LLC
Crow Creek Gathering Co. LLC
Crow Creek Holding Corp.
Crow Creek Operating Co. LLC
Penn Virginia Corp.
Penn Virginia Holding Corp.
Penn Virginia MC Corp.
Penn Virginia MC Energy LLC
Penn Virginia MC Gathering Company LLC
Penn Virginia MC Operating Company LLC

Penn Virginia Oil & Gas Corp.
Penn Virginia Oil & Gas GP LLC
Penn Virginia Oil & Gas LP Converted
Penn Virginia Oil & Gas LP LLC
Penn Virginia Oil & Gas, L.P.
Penn Virginia Resource Holdings Corp.
Synergy Oil & Gas Inc.

Directors & Officers

Bailey, Gary W.
Brooks, John A.
Clarke, John U.
Cloues, Ed
Dean, James W.
Dillman, George J.
Falbo, Francis E., Jr.
Feldman, Suzanne J.
Gilmore, Gerald C.
Hartman, Steven A.
Johnson, Edward L.
Krablin, Steve W.
Krablin, Steven
May, Thomas W.
Modzelewski, James F.
Patel, Kamini D.
Perelman, Marsha
Perelman, Marsha R.
Snyder, Nancy M.
Sonnen, Joan C.
Udovich, Patrick J.
Whitehead, H. Baird
Whitehead, Jean M.
Winnington, Peter J.
Wright, Gary
Wright, Gary K.
Zivley, Jill T.

Equity Holders

Barclays PLC
Basso Capital Management LP

BlackRock Inc.
BlackRock Institutional Trust
Capstone Investment Advisors LLC
Charger Corp., The
Charles Schwab Corp.
Columbia Management Investment
Advisers LLC
Credit Suisse Securities USA LLC
Credit Suisse Securities USA LLC
E*Trade Financial Corp.
Englander, Israel A.
First Trust Advisors LP
First Trust Portfolios LP
Geode Capital Management LLC
Geode Capital Management LLC
Goldman Sachs
GRT Capital Partners
Highbridge Capital Management LLC
Hutchin Hill Capital LP
ICS Opportunities Ltd.
Integrated Assets Ltd.
Integrated Core Strategies US LLC
Jefferies LLC
JPMorgan Chase Bank N.A.
Lone Star Value Management LLC
Merrill Lynch Safekeeping
Millennium International Management GP
LLC
Millennium International Management LP
Millennium Management LLC
National Financial Services LLC
Palisade Capital Management LLC
RBC Capital Markets
RBC Capital Markets LLC
Scottrade Inc.
Seaport Global Securities LLC
Soros Fund Management
Soros Fund Management LLC
TD Ameritrade Inc.
Tenor Capital Management Co. LP
UBS O'Connor LLC
Wells Fargo

Wells Fargo Securities LLC
Whitebox Advisors LLC

Governmental Regulatory Parties

CT Corporation System
Delaware, State Of
Delaware, State of, Attorney General
Gonzales, County of (TX)
Gonzalez, County of (TX), Underground
Water Conservation District
Lavaca, County of (TX)
Louisiana, State Of
Louisiana, State of, Attorney General
Louisiana, State of, Department of
Revenue & Taxation
Norman, City of (OK)
Oklahoma City, City of (OK)
Oklahoma, State Of
Oklahoma, State of, Attorney General
Oklahoma, State of, Corporation
Commission
Pennsylvania, Commonwealth of,
Attorney General
Pennsylvania, Commonwealth of,
Department of Environmental Protection
Pennsylvania, Commonwealth of,
Department of Labor
Pennsylvania, Commonwealth of,
Treasury
Potter, County of (TX), Emergency
Management Agency
Public Company Accounting Oversight
Board
Radnor, Township of (PA)
Sheldon Independent School District Tax
Office (TX)
Spring Branch Independent School District
(TX)
Texas, State of, Attorney General
Texas, State of, Commission of
Environmental Quality
Texas, State of, Comptroller of Public
Accounts

Texas, State of, Comptroller's Office
Texas, State of, Department of Labor
Texas, State of, Department of State
Health Services
Texas, State of, Department of
Transportation
Texas, State of, General Land Office
Texas, State of, Railroad Commission
United States, Government of the, Army
Corps of Engineers
United States, Government of the,
Department of Justice
United States, Government of the,
Department of Labor
United States, Government of the,
Department of Labor, Occupational Health
& Safety Administration
United States, Government of the,
Department of the Interior, Bureau Of
Land Management
United States, Government of the,
Department of the Interior, Bureau Of
Indian Affairs
United States, Government of the,
Department of the Interior, Fish &
Wildlife Service
United States, Government of the,
Department of the Interior, Minerals
Management Service
United States, Government of the,
Department of the Treasury
United States, Government of the,
Department of Transportation
United States, Government of the,
Department of Transportation, Pipeline &
Hazardous Materials Safety
Administration
United States, Government of the,
Environmental Protection Agency
United States, Government of the, Equal
Employment Opportunity Commission
United States, Government of the,
Securities & Exchange Commission
Virginia, Commonwealth of, Attorney
General
Virginia, Commonwealth of, Corporation

Commission
Virginia, Commonwealth of, Department
of Labor
Virginia, Commonwealth of, Department
of the Treasury
Yoakum Independent School District Tax
Office (TX)

Insurers

Allied World National Assurance
Company
American Guarantee & Liability Insurance
Argonaut Insurance Company
Chubb Specialty Insurance
Federal Insurance Company
Lloyd's America Inc.
National Union Fire Insurance Company
of Pittsburgh PA
Travelers Property Casualty Company of
America
Willis Group Holdings PLC
Willis of Pennsylvania Inc.
Willis of Texas Inc.
XL Specialty Insurance Company
Zurich American Insurance Company

Landlords

Memorial City Towers Ltd.
Radnor Center Associates

Lenders

Bank of America NA
Bank of Nova Scotia
Bank One NA
Branch Banking & Trust Company
Burlington Resources Oil & Gas Company
LP
Camden Resources LLC
Camden Resources LLC
Capital One NA

Comerica Bank
Conocophillips Co.
Conocophillips Company
Credit Suisse AG, Cayman Islands Branch
De La Garza, Alfredo
De La Garza, Alfredo
EOG Resources Inc.
Freeman, Brandi
Freeman, Brandi
Grey Rock Bobcat LLC
Hernandez, Gregory
Hernandez, Gregory
Hunt Oil Co.
Hunt Oil Company
JPMorgan Chase Bank NA
Marathon Oil EF LC
Marathon Oil Ef LLC
Marubeni Eagle Ford LP
Marubeni Oil & Gas Inc.
Marubeni Oil & Gas USA Inc.
RBC Capital Markets LLC
RBC Dominion Securities Inc.
RBC Dominion Securities LLC
RBS Capital Markets
Royal Bank of Canada
Royal Bank of Canada
Santander Bank NA
Scotia Capital (USA) Inc.
Scotia Capital Inc.
Suntrust Bank
Wells Fargo Bank NA
Wells Fargo Bank National Association
Wells Fargo Securities LLC
Zeno Imaging

Lenders & Swap Counterparties

Bank of Nova Scotia, The
Barclays Bank PLC
Merrill Lynch Commodities Inc.
Scotiabanc Inc.

Societe Generale SA

Oil & Gas Lessors

American Midstream (Lavaca) LLC
Arledge, James B.
Ashley H. Sikes Irrevocable Trust
Baros Family Investments
Beesley, Linda S.
Boedeker, Angelyn Barbara Cimrhanz
Bouldin Family Minerals Ltd.
Bowdon Energy Corp.
Bozka Family LP
Brown, Bob
Burlington Resources Oil & Gas
Caka, Cynthia
Canaan Resources Drilling Co. LLC
Chesapeake Exploration LLC
Chrismon, Cody Scott
Cimrhanzl, John G.
Collins, Ted, Jr.
Cronin Energy Corp.
Culpepper, Robert W.
Darilek, James Robert
Darilek, Raymond R.
Davis, Jerry A.
Davis, Winston L.
Dean, John L.
Denman Family Ltd.
Devon Energy Production Co. LP
Dickson-Allen Foundation
East Texas Exploration LLC
Ef 2 Nonop Investments LP
Ef 3 Nonop Investments LP
Elaine Werner Laywell Revocable Trust
EOG Resources Inc.
Estate of Sam Benestante, The
Fairchild, Carlotta
Fikac, Darren
Fikac, Duane
Fikac, Nellivee Diane

Filipp, Karin K.
Filipp, Kenneth C.
Finck, David E.
Flood Ranch Ltd.
Four M Resources Ltd.
GCT Interests LP
Grabarkievtz, Bruno
Hagan, Delores
Hagan, Kenneth Ray
Hall, Clare A.
Hamon River Holdings LLC
Hargrave, Robert A.
Hartwell, Charles Gerard
Hattie Janek Irrevocable Trust
Helweg, Melissa Johanna
Henwood, Brenda Meyer
Hinze, Ellen A.
Hinze, Lawrence Calvin
Hunt Oil Company
II CB LP A Texas Limited Ptrship
JM Thibodeaux Farms LP
Johnson Moulton Family Partnership Ltd.
King Ranch Inc.
Kocian, Charles
Kolar, James Michael
Kolar, Margaret
Kram, Dennis V.
Laywell, Henry Werner
Lee, Jeanette Faye
Lee, Lynda Ann
Liberty Energy LLC
M. McCullough Farm & Ranch LP
Machacek, Joseph A.
Maly, Robert J.
Marathon Oil Company
Marathon Oil Ef LLC
Marcak, Bettie
Marubeni Eagle Ford LP
Matias, Stanley F.
Matula, Sharon
MC Boedeker Agriculture LP Ltd.

McHugh, Lorraine Miller
McMaster, Patrick Lee
Meyer, Bridget
Miller, William J., Jr.
Modern Exploration Inc.
Moeller, Timothy E.
Montgomery, Nella
Muehlstein, Daniel
Munson, Houston, Jr.
Nettie Steen Management Trust
Orsak, Eugene
Parkman, James E., Jr.
Petroenergy Us Corp.
Picha, Kenneth
Plein Sud Holdings LLC
RGW Interests LLC
Robertson, Jackie
Rock Creek Ranch I Ltd.
Rolling F Farms Ltd.
Ruth Kokernot Denman Life Estate
Schmidt, Larry J.
Schoenfeld, David
Smith, George E.
Sn Marquis LLC
Sparks, Jane Ann
Speh, John C., Jr., Trustee
Stock, Kenneth P.
Stock, Mary A.
Sulphur Park LP
Sulphur River LP
Tenberg, Alvin
Texas, State of
Trojcak, Shirley A.
United States, Government of the,
Department of the Interior, Bureau of
Indian Affairs, Concho Agency Office
Vaclavik, Jimmy James
Venable Royalty Ltd.
Weber Energy Corp.
Welch, Brian T.
Welhausen Land & Cattle Company Inc.

Wendel's Jewelry Inc.
Wertz, Donald R.
Westco Family LP

Professionals

Alvarez & Marsal
Alvarez & Marsal Holdings LLC
Bracewell LLP
Epiq Systems Inc.
Jefferies
Jefferies LLC
Kirkland & Ellis
Milbank Tweed Hadley & McCloy LLP
Opportune LLP
PJT Partners LP
Willis Towers Watson PLC

Surety Bonds

Oklahoma Corporation Commission
Oklahoma, State of
Oklahoma, State of, Taxpayer Assistance
Division
Pennsylvania, Commonwealth of,
Department of Conservation & Natural
Resources
Pennsylvania, Commonwealth of,
Department of Environmental Protection
RLI Insurance Co.
Travelers Casualty & Surety Company of
America
Travelers Property Casualty Company of
America
United States, Government of, Department
of the Interior, Bureau of Land
Management

Taxing Authorities

Beckham, County of (OK), Treasurer
Cypress-Fairbanks Independent School

District Tax Assessor-Collector (TX)
Delaware, State of
Dewey, County of (OK), Local Emergency
Planning Committee
Financial Accounting Standards Board,
The
Gonzales, County of (TX), Tax Office
Gregg, County of (TX), Tax Assessor-
Collector
Harris, County of (TX), Texas Tax
Assessor-Collector
Lavaca, County of (TX), Tax Office
Logan, County of (IL), Treasurer
Louisiana, State of
Louisiana, State of, Department of
Revenue
Matagorda, County of (TX), Local
Emergency Planning Committee
Nueces, County of (TX), Tax Assessor-
Collector
Oklahoma City, City of (OK)
Oklahoma, County of (OK), Treasurer
Oklahoma, State of
Oklahoma, State of, Department of
Environmental Quality
Oklahoma, State of, Tax Commission
Pennsylvania, Commonwealth of
Pennsylvania, Commonwealth of,
Department of Revenue
Potter, County of (TX), Emergency
Management Agency
Public Company Accounting Oversight
Board
Radnor, Township of (PA)
Sheldon Independent School District Tax
Office (TX)
Spring Branch Independent School District
(TX)
Texas, State of, Commission on
Environmental Quality
Texas, State of, Comptroller of Public
Accounts
Texas, State of, Department of State
Health Services
Texas, State of, Railroad Commission

United States, Government of the, Internal
Revenue Service
Virginia, Commonwealth of, Corporation
Commission
Yoakum Independent School District Tax
Office (TX)

Top 50 Creditors

American Midstream (Lavaca) Llc
Ams-Par Consultants Llc
Bear Creek Engineering Llc
Chemical Dynamics Corp.
Colorado Materials Ltd.
DNOW LP
Dominion Transmission Inc.
Energy Weldfab Inc.
Falbo, Francis E., Jr.
Flexpipe Systems Inc.
Freedom Oilfield Services LLC
GE Oil & Gas Pressure Control LP
Gulf Coast Crane Services LLC
Halliburton Energy Services Inc.
Hoskins Wireline LLC
IHS Global Inc.
Inspection Oilfield Services
Jones Day
Mayer Brown LLP
Memorial City Towers Ltd.
Microsoft Corp.
Moser, Barbara
NEBCO Inc.
Republic Midstream LLC
Shareholders.com
Sky-Lin Services LLC
Smart Freight Funding LLC
Smyser Kaplan & Veselka LLP
Snyder, Nancy M.
Swabbing John's Inc.
TEQSYS Inc.
Total Energy Solutions LLC
Tri-Co Testing

True Partners Consulting LLC
Weatherford US LP
Wells Fargo NA

Unsecured Noteholders

Anchorage Capital Group LLC
BlueMountain Capital Management LLC
Contrarian Capital Management LLC
KLS Diversified Asset Management LP
Marathon Asset Management LP
Strategic Value Partners LLC
T. Rowe Price Associates Inc.
Wexford Capital LP

US Trustees

Blades, Paula F.
Bloom, Margaret L.
Flinchum, Peggy T.
Frankel, Jack I.
Garber, Margaret K.
Guzinski, Joseph A.
Hanna, Kevin P.
Herron, Nicholas S.
Hobbs, Henry G.
Hodges, Frances B.
Jones, Bradley D.
Legum, Jay W.
Livingstone, Diane
McPherson, Theresa E.
Orens, Peter M.
Pecoraro, Shannon F.
Pika, Tony
Ratchford, Nancy
Robbins, Judy A.
Schmidt, Michael B.
Sims, Ilene M.
Steven, Mark E.
Turner, June E.
Van Arsdale, Robert B.
Watson, Martha J.
Weschler, Cecelia A.

Whitehurst, Kenneth N.
Whitehurst, Kenneth N., III
Wilson, Sheryl D.

Utilities

AT&T Mobility National Business Services
Cogent Communications
Comcast
Comcast Cable Communications Inc.
Guadalupe Valley Electric Cooperative Inc.
Guadalupe Valley Telecommunications Cooperative
Impact Telecom
Level 3 Communications Inc.
Oklahoma Electric Co-Op
Tri-County Rural Electric Cooperative Inc.
Verizon Wireless
VoiceLink Communications
Zayo Group LLC

Vendors

Acme Truck Line Inc.
Acock Engineering & Associates Inc.
AIM Directional Services LLC
Al Gordon Consulting LLC
Alamo Specialized Trucking
Allied Oil & Gas Services LLC
Alpha Control Services LLC
American Disposal Services Ltd.
American Eagle Logistics LLC
American Midstream (Lavaca) LLC
American Stock Transfer & Trust Company LLC
AMS-PAR Consultants LLC
Apex Remington Inc.
Apex Resources Inc.
Aqua Oil Field Chemical Supply Inc.
Arklatex Wireline Services LLC
Ashley H. Sikes Irrevocable Trust
AT&T Mobility

Atlas Tubular LP
B&D Services Inc.
Baker Hughes Inc.
Bancorp Bank
Bank of America NA
Baros Family Investments
Basic Energy Services LP
Bass Fishing & Rentals LLC
Battlecat Oil & Gas LLC
Bear Creek Services LLC
Bedrock Petroleum Consultants LLC
Beesley, Linda S.
Bio-Smart Technologies USA Co.
BKB Oilfield Inc.
Boe Oil Tools Corp.
BOS Solutions Inc.
Bouldin Family Minerals Ltd.
Bourland & Leverich Supply Co. LLC
Bowdon Energy Corp.
Bozka Family Ltd. LP
Brandywine Realty Trust
Brunini Grantham Grower & Hewes PLLC
Burke, Janet Johnson
C&C Oilfield Services LLC
Cactus Wellhead LLC
Caka, Cynthia
Cameron International Corp.
Casedhole Solutions Inc.
CDM Resource Management LLC
Chesapeake Exploration LLC
Chesapeake Operating Inc.
Cielo Energy Consulting LLC
Classic Oil Tools
Clear Water Resources LLC
Coastal Chemical Co. LLC
Coastal Field Services LP
Coastal Flow Field Services Inc.
Colorado Materials Ltd.
Commercial Construction Company
Continental Laboratories Inc.
Core Laboratories LP

Covey Park Energy LLC
Crenshaw Enterprises Ltd.
Crest Pumping Technologies LLC
Cronin Energy Corp.
Cude Oilfield Contractors Inc.
Culpepper, Robert W.
D&B Flowback LLC
D&B Rentals
Davis Chemical Services LLC
Dcobb Consultants LLC
DCP East Texas Gathering LLC
DCP Midstream LP
Denman Family Ltd.
Devon Energy Corp.
Devon Energy Production Co. LP
Dickson-Allen Foundation
Dimension Oilfield Products LLC
Dominion Transmission Inc.
Durrett Transport LLC
Eagle NDT LLC
East Texas Exploration LLC
EF 2 Nonop Investments LP
EF 3 Nonop Investments LP
Elaine Werner Laywell Revocable Trust
Enercorp Crane & Energy Services LLC
Energies LLC
Energy Waste Rentals & Service
Energy Weldfab Inc.
Enertia Software
Enventure Global Technology Inc.
EOG Resources Inc.
EOS Rentals LLC
Estate of Ruth Kokernot Denman
EXLP Operating LLC
Express Energy Services Operating LP
Expro Americas LLC
Fesco Ltd.
Fikac, Darren
Fikac, Duane
Flood Ranch Ltd.
Flow Process Technologies Inc.

Four M Resources Ltd.
Frank's International LLC
Freedom Oilfield Services LLC
FTS International Services LLC
Gandy & Sons Inc.
Ganem & Kelly Surveying Inc.
GCT Interests LP
GE Oil & Gas Pressure Control LP
Global Power Supply LLC
Global Vessel & Tank LLC
Go West Logistics LLC
Gonzales, County of (TX), Tax
Green Energy Oilfield Services LLC
Greenhunter Water LLC
GSM Consulting Inc.
Guadalupe Valley Electric Coop Inc.
Guard 1 Services LLC
H&A Construction LLC
Hall, Clare A.
Halliburton Energy Services Inc.
Hamon River Holdings LLC
Harding Pump & Supply Inc.
Hargrave, Robert
HB Rentals LC
Henski Oilfield Services LLC
Horn Solutions Inc.
Hughes Specialty Services LLC
Hunt Oil Company
Icon Oilfield Services LLC
IHS Global Inc.
II CB LPA Texas LP
Independence Blue Cross
Inland Environmental
Integrated Production Services Inc.
J&S Water Wells
J4 Fluid Services Inc.
Jabco Inc.
Janak, Gregory P.
Jim Clark & Associates LLC
JM Oilfield Service Inc.
JM Thibodeaux Farms LP

Johnson Moulton Family Partnership Ltd.
Johnson, Scott
Jones Day
J-P Ranch Ltd.
K/C Livestock
Key Energy Services Inc.
King Ranch Inc.
KLX Energy Services LLC
KPMG LLP
Landwise Consulting LLC
Lavaca, County of (TX), Tax Assessor
Lee, Lynda Ann
Liberty Energy LLC
Lindeman Family LP
Lone Star Tank Rental
LT Energy Services
M. McCullough Farm & Ranch LP
Magnum Oil Tools International Ltd.
Marathon Oil EF LLC
Maresh, Anthony J.
Martin Electric Company Inc.
Marubeni Eagle Ford LP
Matias, Stanley F.
Mayer Brown LLP
MC Boedeker Agriculture LP Ltd.
McHugh, Lorraine Miller
Memorial City Towers Ltd.
Merrill Lynch Pierce Fenner & Smith
M-I Swaco
Microsoft Corp.
Moncla E-Line Services Inc.
Muehlstein, Daniel
Munson, Houston, Jr.
National Fuel Gas Supply Corp.
National Oilwell Varco LP #521
Natural Energy Field Services LLC
Nettie Steen Management Trust
Newalta Environmental Services Inc.
Newpark Drilling Fluids LLC
Nexus Oilfield Services LLC
Nitro Fluids LLC

Nzone Guidance LLC
Office of Natural Resources Revenue
Oklahoma, State of, Tax Commission
Orsak, Eugene
Pason Systems USA Corp.
Patterson Tubular Services
Patterson-UTI Drilling Co. LLC
Peak Oilfield Services Co.
Permian Tank & Manufacturing Inc.
PetroEnergy US Corp.
Pilot Thomas Logistics LLC
Pioneer Coiled Tubing Services LLC
Pioneer Drilling Services Ltd.
Pioneer Well Services LLC
Pioneer Wireline Services LLC
PJP4 Fluid Management LLC
Plein Sud Holdings LLC
Power Rig Rental Tool Inc.
Power Solutions LLC
Predator Pressure Control & Crane Services
Premier Pipe LLC
Priority Artificial Lift Svcs LLC
Process Systems
Protiviti Inc.
Purestream Services LLC
Quality Energy Solutions LLC
Qwik Pipe Inc.
Rathole Drilling Inc.
Refinery Specialties Inc.
Rem Torque Test Inc.
Resource Water Transfer Services LP
RGW Interests LLC
Rock Creek Ranch I Ltd.
Rockwater South TX LLC
Roeder, Janet M.
Rolling F Farms Ltd.
Ryan Directional Services Inc.
Ryan LLC
Sanchez Energy Corp.
Sanjel (USA) Inc.

Schlumberger Technology Corp.
Schoenfeld, David
Screened Up Oilfield Services LLC
Select Energy Services LLC
Select Technologies Inc.
Shale Drilling Solutions LLC
Siboney Energy Services Inc.
Silver Eagle Environmental Solutions LLC
Simons Petroleum LLC
Smith International Inc.
SN Marquis LLC
Solid Liberty Services LLC
Sound & Cellular Inc.
Spann, Rodney E.
Sparks, Jane Ann
Spartan Flow Control Services LLC
Spartan Well Testing Services LLC
Speh, John C., Jr., Trustee
Spidle Turbeco
Sprint Energy Services LLC
Star Geophysics Inc.
Sterling Crane LLC
Stevens Tanker Division LLC
Stock Gauging Service
Stratagraph Inc.
Sulphur Park LP
Sunbelt Rentals Inc.
Superior Tank Company Inc.
Supreme Production Services Inc.
Tenacious Torque LLC
Tenaris Global Services USA Corp.
Texas Energy Services LLC
Texas Round Bottoms Inc.
Texas, State of, Wire
Thomas Petroleum LLC
Tillman & Associates Consulting LLC
TNT Crane & Rigging Inc.
Total Energy Solutions LLC
TPG Opportunities III Management LLC
Tracerco
Trican Well Service LP

Trio Equipment Rental & Services LLC
TRS LLC
United Rentals (North America) Inc.
Venable Royalty Ltd.
Victory Pipeline Services LLC
Vinson & Elkins LLP
Wachtell Lipton Rosen & Katz
Wadeco Specialties Inc.
Weatherford Artificial Lift Systems Inc.
Weatherford US LP
Weber Energy Corp.
Welch, Brian T.
Welhausen Land & Cattle Company Inc.
Wells Fargo Bank NA
Wes Oil Field Services LLC
Westco Family LP
Willis of Pennsylvania Inc.
Willis of Texas Inc.
Woodward Welding LLC
Workstrings International LLC
Wrangler Trucking LLC
Wright & Company Inc.
Yellowjacket Oilfield Services LLC