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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> , <sup>1</sup>	)	Case No. 16-32395 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DEBTORS' APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS  
INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS  
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this application (this "Application") for the entry of an order (the "Order"), substantially in the

<sup>1</sup> 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.

form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “**Kirkland**”) as their attorneys effective *nunc pro tunc* to the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Edward O. Sassower, the president of Edward O. Sassower, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “**Sassower Declaration**”), which is attached hereto as **Exhibit B** and the declaration of Edward B. Cloues II, Chairman of the Board of Directors and Interim Chief Executive Officer of Penn Virginia Corporation, which is attached hereto as **Exhibit C** (the “**Cloues Declaration**”). In further support of this Application, the Debtors respectfully state as follows.

### **Jurisdiction and Venue**

1. 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).

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

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “**Local Bankruptcy Rules**”).

### **Background**

4. On May 12, 2016 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1107(a)

and 1108 of the Bankruptcy Code. On May 13, 2016, the Court entered an order [Docket No. 67] authorizing the joint administration and procedural consolidation of the chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No entity has requested the appointment of a trustee or examiner in these chapter 11 cases. No official committee of unsecured creditors has been appointed as of the date hereof.

5. A description of the Debtors' businesses, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 are set forth in the *Declaration of R. Seth Bullock, Chief Restructuring Officer of Penn Virginia Corporation in Support of Chapter 11 Petitions and First Day Motions*, filed on May 12, 2016 [Docket No. 4], incorporated herein by reference.

#### **Relief Requested**

6. By this Application, the Debtors seek the entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of January 16, 2016 (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit 1** to **Exhibit A** and incorporated herein by reference.

#### **Kirkland's Qualifications**

7. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Southcross Holdings, LP*, No. 16-20111 (MI) (Bankr. S.D. Tex. May 6, 2016); *In re Magnum Hunter Res. Corp.*, No. 15-12533 (KG) (Bankr. D. Del. Jan. 28, 2016); *In re Samson Res. Corp.*, No. 15-11934 (CSS) (Bankr. D. Del.

Oct. 29, 2015); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. June 10, 2015); *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 5, 2015); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. Sept. 16, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 24, 2013); *In re Cengage Learning, Inc.*, No. 13-44106 (ESS) (Bankr. E.D.N.Y. July 24, 2013); *In re Edison Mission Energy*, No. 12-49219 (JPC) (Bankr. N.D. Ill. Jan. 17, 2013); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 31, 2012); *In re Global Aviation Holdings Inc.*, No. 12-40783 (CEC) (Bankr. E.D.N.Y. Mar. 9, 2012); *In re United Retail Group, Inc.*, No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012); *In re Friendly Ice Cream Corp.*, No. 11-13167 (Bankr. D. Del. Nov. 1, 2011); *In re Neb. Book Co.*, No. 11-12005 (PJW) (Bankr. D. Del. July 21, 2011); *In re Sbarro, Inc.*, No. 11-11527 (Bankr. S.D.N.Y. May 3, 2011); *In re MSR Resort Golf Course LLC*, No. 11-10372 (Bankr. S.D.N.Y. Mar. 2, 2011); *In re Great Atl. & Pac. Tea Co.*, No. 10-24549 (RDD) (Bankr. S.D.N.Y. Dec. 12, 2010); *In re Local Insight Media Holdings, Inc.*, No. 10-13677 (KG) (Bankr. D. Del. Nov. 17, 2010); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Aug. 25, 2010); *In re Innkeepers USA Trust*, No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010); *In re N. Am. Petroleum Corp.*, No. 10-11707 (CSS) (Bankr. D. Del. June 21, 2010); *In re South Bay Expressway, L.P.*, No. 10-04516 (LDA) (Bankr. S. D. Cal. June 11, 2010); *In re Neff Corp.*, No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 9, 2010); *In re U.S. Concrete, Inc.*, No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); *In re Citadel Broadcasting Corp.*, No. 09-17442 (BRL) (Bankr. S.D.N.Y. Feb. 3, 2010); *In re Stallion Oilfield Svcs., Ltd.*, No. 09-13562 (BLS) (Bankr. D. Del. Nov. 16, 2009); *In re The Reader's Digest Ass'n*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326 (ALG)

(Bankr. S.D.N.Y. July 31, 2009); *In re ION Media Networks, Inc.*, No. 09-13125 (JMP) (Bankr. S.D.N.Y. June 23, 2009); *In re Visteon Corp.*, No. 09-11786 (CSS) (Bankr. D. Del. June 19, 2009).<sup>2</sup>

9. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

#### **Services to be Provided**

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

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<sup>2</sup> Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Debtors' proposed counsel.

- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

#### **Professional Compensation**

11. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

12. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:<sup>3</sup>

<b>Billing Category<sup>4</sup></b>	<b>U.S. Range</b>
Partners	\$875-\$1,445
Of Counsel	\$480-\$1,445
Associates	\$510-\$945
Paraprofessionals	\$180-\$400

14. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.<sup>5</sup>

15. Kirkland represented the Debtors during the four-month period before the Petition Date, using the hourly rates listed above. Moreover, these hourly rates are consistent with the

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<sup>3</sup> For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein.

<sup>4</sup> Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

<sup>5</sup> For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

17. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client.<sup>6</sup> It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

19. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Kirkland does not charge its clients for incoming facsimile

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<sup>6</sup> More specifically, the Engagement Letter provides that the Debtors will reimburse Kirkland for all fees and expenses, including the amount of Kirkland's attorney and paralegal time at normal billing rates incurred in connection with disputes brought by or against any third party relating to legal services Kirkland provides to the Debtors. To the extent required, such fees should be allowed pursuant to section 328(a) of the Bankruptcy Code, which permits employment on any reasonable terms and conditions. *See* 11 U.S.C. § 328(a). *Cf. Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. \_\_\_, 135 S.Ct. 2158 (2015).



transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

**Compensation Received by Kirkland from the Debtors**

20. Per the terms of the Engagement Letter, on January 25, 2016, the Debtors paid \$1,000,000.00 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainers totaling \$3,500,000 in the aggregate. As stated in the Engagement Letter, any advance payment retainers are earned by Kirkland upon receipt, any advance payment retainers become the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainers upon Kirkland’s receipt, any advance payment retainers will be placed in Kirkland’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainers.<sup>7</sup> A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the advance payment retainers transferred by the Debtors to Kirkland, prior to the Petition Date is set forth in the Sassower Declaration.

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<sup>7</sup> The Engagement Letter permits Kirkland to retain prepetition advance payment retainers held by Kirkland as of the Petition Date rather than applying such prepetition advance payment retainers to pay postpetition fees and expenses. In light of the facts and circumstances of these chapter 11 cases, Kirkland will retain any retain prepetition advance payment retainers held by Kirkland as of the Petition Date and will not apply any such amounts to postpetition fees and expenses.

21. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

22. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's advance payment retainers, the amount of Kirkland's advance payment retainers always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

**Kirkland's Disinterestedness**

23. To the best of the Debtors' knowledge and as disclosed herein and in the Sassower Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sassower Declaration.

24. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

**Supporting Authority**

25. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which 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).

26. 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, any 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.

27. The Debtors submit that for all the reasons stated above and in the Sassower Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Sassower Declaration, Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Sassower Declaration.

**Notice**

28. 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; (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. A copy of this Application is also available on the website of the Debtors' notice and claims agent at <http://dm.epiq11.com/PVA>. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

29. 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, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: May 23, 2016  
Richmond, Virginia

  
\_\_\_\_\_  
R. Seth Bullock  
Penn Virginia Corporation  
Chief Restructuring Officer

Submitted By:

/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 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
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PENN VIRGINIA CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 16-32395 (KLP)
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Debtors.	)	(Jointly Administered)
	)	

**ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS  
INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS  
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”) authorizing the

<sup>1</sup> 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.



Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”); and the Court having reviewed the Application, the Declaration of Edward O. Sassower, the president of Edward O. Sassower, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Sassower Declaration”), and the declaration of Edward B. Cloues II, Chairman of the Board of Directors and Interim Chief Executive Officer of Penn Virginia Corporation (the “Cloues Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Sassower Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the 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 the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the 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 any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.

2. The Debtors are authorized to retain and employ Kirkland as their attorneys *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors’ estates, including prosecuting actions on the Debtors’ behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors’ estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Kirkland is authorized without further order of the Court to apply amounts from the prepetition advance payment retainers to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of Kirkland's engagement by the Debtors, if the amount of any advance payment retainers held by Kirkland is in excess of the amount of Kirkland's outstanding

and estimated fees, expenses, and costs, Kirkland will pay to the Debtors the amount by which any advance payment retainers exceed such fees, expenses, and costs, in each case in accordance with the Engagement Letter.

6. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

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

9. 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.

10. To the extent the Application, the Sassower Declaration, the Cloues Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Richmond, Virginia

---

THE HONORABLE KEITH L. PHILLIPS  
UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Michael A. Condyles

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 -

Edward O. Sassower, P.C. (admitted *pro hac vice*)

Joshua A. Sussberg, P.C.

Brian E. Scharz (admitted *pro hac vice*)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

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- 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*

**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**

**Engagement Letter**

**KIRKLAND & ELLIS LLP**  
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue

Edward O Sassower, P.C.  
To Call Writer Directly:  
(212) 446-4733

New York, New York 10022  
(212) 446-4800

Facsimile:  
(212) 446-4900

edward.sassower@kirkland.com

www.kirkland.com

Dated as of January 16, 2016

Edward B. Cloues, II  
Chairman of the Board and Chief Executive Officer  
Penn Virginia Corporation  
Four Radnor Corporate Center, Suite 200  
100 Matsonford Road  
Radnor, Pennsylvania 19087

Re: Retention to Provide Legal Services

Dear Mr. Cloues:

We are very pleased that you have asked us to represent Penn Virginia Corporation and its affiliated entities listed in an addendum or supplement to this letter (collectively, the "Client") in connection with a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

**General Terms.** This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis International LLP (and its affiliated entity Kirkland & Ellis LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

**Fees.** The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

**Expenses.** Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain



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secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

**Billing Procedures.** The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

**Retainer.** Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$1,000,000.00. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

**KIRKLAND & ELLIS LLP**

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Please be advised that there is another type of retainer known as a “security retainer,” as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client’s funds would be held in the Firm’s segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client’s creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client’s choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

**Termination.** The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client’s termination of the Engagement, (b) the Firm’s withdrawal, and (c) the substantial completion of the Firm’s substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm’s services are terminated for any reason, such termination shall be effective only to terminate the Firm’s services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm’s active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client’s behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

**Cell Phone and E-Mail Communication.** The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client’s professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and

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therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

**File Retention.** All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

**Conflicts of Interest.** As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. Without limiting the generality of the waivers contained herein, the Company acknowledges that the Firm previously represented certain funds affiliated with TPG Capital (collectively, "TPG") in connection with a potential debt investment in the Company; the Company has terminated those negotiations and hereby waives any potential conflict that may exist with respect to the Firm's prior engagement of TPG. Additionally, the Firm notes that the Firm currently represents Magnum Hunter Resources Corporation, Samson Resources Corporation, and Sabine Oil & Gas Corporation and certain of their respective affiliates (collectively, the "Interested Parties") in their respective pending chapter 11 cases and will continue to do so in such unrelated matters.

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Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of the Interested Parties or the Firm's other clients, the possibility exists that the Interested Parties or one of the Firm's clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which the Firm may be retained. In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (including in litigation, arbitration or other dispute resolution mechanisms). Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

**Restructuring Cases.** If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials

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required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

**No Guarantee of Success.** It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

**Consent to Use of Information.** In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

**Reimbursement of Fees and Expenses.** Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

## KIRKLAND & ELLIS LLP

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**LLP.** Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

**Miscellaneous.** This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

\* \* \*

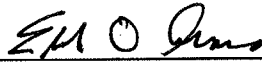
**KIRKLAND & ELLIS LLP**

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Please confirm Client's agreement with the arrangements described in this letter by signing below and returning it to me via electronic mail ([edward.sassower@kirkland.com](mailto:edward.sassower@kirkland.com)) or fax at (212) 446-4900.

Very truly yours,

KIRKLAND & ELLIS LLP

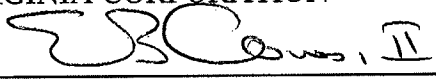
By: 

Name: Edward O. Sassower, P.C.

Title: Partner

Agreed and accepted this 21<sup>st</sup> day of January, 2016:

PENN VIRGINIA CORPORATION

By: 

Name: Edward B. Cloues, II

Title: Chairman of the Board and Chief  
Executive Officer

**ADDENDUM: List of Client Subsidiaries**

1. Penn Virginia Holding Corp.
2. Penn Virginia Oil & Gas Corporation
3. Penn Virginia Oil & Gas, L.P.
4. Penn Virginia Oil & Gas G.P. L.L.C.
5. Penn Virginia Oil & Gas L.P. L.L.C.
6. Penn Virginia MC Corporation
7. Penn Virginia MC Energy L.L.C.
8. Penn Virginia MC Operating Company L.L.C.
9. Penn Virginia MC Gathering Company L.L.C.
10. Penn Virginia Resources Holdings Corp.



**KIRKLAND & ELLIS LLP**

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**KIRKLAND & ELLIS LLP**

**CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES**

*Effective 01/01/2016*

The following outlines Kirkland & Ellis's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
  - ▶ **Black and White Copy or Print (all sizes of paper):**
    - \$0.16 per impression for all U.S. offices
    - €0.10 per impression in Munich
    - £0.15 per impression in London
    - HK\$1.50 per impression in Hong Kong
    - RMB1.00 per impression in Beijing and Shanghai
  - ▶ **Color Copy or Print (all sizes of paper):**
    - \$0.55 per impression
  - ▶ **Scanned Images:**
    - \$0.16 per page for black and white or color scans
  - ▶ **Other Services:**
    - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
    - Binding - \$0.70 per binding
    - Large or specialized binders - \$13/\$27
    - Tabs - \$0.13 per item
    - OCR/File Conversion - \$0.03 per page
    - Production Blowbacks - \$0.10 per page for electronic batch printing over 500 pages
    - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-

**KIRKLAND & ELLIS LLP**

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hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger. Where a K&E LLP in-house messenger is used, we charge clients a standard transaction charge plus applicable cab fare.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services

**KIRKLAND & ELLIS LLP**

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whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.

- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$4.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$4.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's

**KIRKLAND & ELLIS LLP**

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policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

**EXHIBIT B**

**Sassower Declaration**

Edward O. Sassower, P.C. (admitted *pro hac vice*)  
Joshua A. Sussberg, P.C.  
Brian E. Schartz (admitted *pro hac vice*)  
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- and -

James H.M. Sprayregen, P.C.  
Justin R. Bernbrock (admitted *pro hac vice*)  
Benjamin M. Rhode (admitted *pro hac vice*)  
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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> , <sup>1</sup>	)	Case No. 16 -32395 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DECLARATION OF EDWARD O. SASSOWER  
IN SUPPORT OF THE DEBTORS' APPLICATION FOR  
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS  
INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS  
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Edward O. Sassower, being duly sworn, state the following under penalty of perjury:

<sup>1</sup> 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.

1. I am the president of Edward O. Sassower, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, “Kirkland”). I am the lead attorney from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States Bankruptcy Court for the Southern District of New York and the United States Bankruptcy Court for the Eastern District of New York. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the “Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.

### **Kirkland’s Qualifications**

3. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

4. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Southcross Holdings, LP*, No. 16-20111 (MI) (Bankr. S.D. Tex. May 6, 2016); *In re Magnum Hunter Res. Corp.*, No. 15-12533 (KG) (Bankr. D. Del. Jan. 28, 2016); *In re Samson Res. Corp.*, No. 15-11934 (CSS) (Bankr. D. Del. Oct. 29, 2015); *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10,

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

2015); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. June 10, 2015); *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 5, 2015); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. Sept. 16, 2014); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 24, 2013); *In re Cengage Learning, Inc.*, No. 13-44106 (ESS) (Bankr. E.D.N.Y. July 24, 2013); *In re Edison Mission Energy*, No. 12-49219 (JPC) (Bankr. N.D. Ill. Jan. 17, 2013); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 31, 2012); *In re Global Aviation Holdings Inc.*, No. 12-40783 (CEC) (Bankr. E.D.N.Y. Mar. 9, 2012); *In re United Retail Group, Inc.*, No. 12-10405 (SMB) (Bankr. S.D.N.Y. Feb. 23, 2012); *In re Friendly Ice Cream Corp.*, No. 11-13167 (Bankr. D. Del. Nov. 1, 2011); *In re Neb. Book Co.*, No. 11-12005 (PJW) (Bankr. D. Del. July 21, 2011); *In re Sbarro, Inc.*, No. 11-11527 (Bankr. S.D.N.Y. May 3, 2011); *In re MSR Resort Golf Course LLC*, No. 11-10372 (Bankr. S.D.N.Y. Mar. 2, 2011); *In re Great Atl. & Pac. Tea Co.*, No. 10-24549 (RDD) (Bankr. S.D.N.Y. Dec. 12, 2010); *In re Local Insight Media Holdings, Inc.*, No. 10-13677 (KG) (Bankr. D. Del. Nov. 17, 2010); *In re FGIC Corp.*, No. 10-14215 (SMB) (Bankr. S.D.N.Y. Aug. 25, 2010); *In re Innkeepers USA Trust*, No. 10-13800 (SCC) (Bankr. S.D.N.Y. Aug. 12, 2010); *In re N. Am. Petroleum Corp.*, No. 10-11707 (CSS) (Bankr. D. Del. June 21, 2010); *In re South Bay Expressway, L.P.*, No. 10-04516 (LDA) (Bankr. S.D. Cal. June 11, 2010); *In re Neff Corp.*, No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 9, 2010); *In re U.S. Concrete, Inc.*, No. 10-11407 (PJW) (Bankr. D. Del. May 21, 2010); *In re Citadel Broadcasting Corp.*, No. 09-17442 (BRL) (Bankr. S.D.N.Y. Feb. 3, 2010); *In re Stallion Oilfield Svcs., Ltd.*, No. 09-13562 (BLS) (Bankr. D. Del. Nov. 16, 2009); *In re The Reader's Digest Ass'n*, No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); *In re ION Media Networks, Inc.*, No. 09-13125 (JMP)



(Bankr. S.D.N.Y. June 23, 2009); *In re Visteon Corp.*, No. 09-11786 (CSS) (Bankr. D. Del. June 19, 2009).<sup>3</sup>

5. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

#### **Services to Be Provided**

6. Subject to further order of the Court and that certain engagement letter dated January 16, 2016 (the "Engagement Letter"), a copy of which is attached as **Exhibit 1** to **Exhibit A** to the Application, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to its powers and duties as debtor in possession in the continued management and operation of its businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

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<sup>3</sup> Because of the voluminous nature of the orders cited herein, they are not attached to this Declaration. Copies of these orders are available upon request to Debtors' proposed counsel.

- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

#### **Professional Compensation**

7. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

8. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

9. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:<sup>4</sup>

<b>Billing Category</b>	<b>U.S. Range</b>
Partners	\$875-\$1,445
Of Counsel	\$480-\$1,445
Associates	\$510-\$945
Paraprofessionals	\$180-\$400

10. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.<sup>5</sup>

11. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client.<sup>6</sup> It is also Kirkland's policy to charge

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<sup>4</sup> For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein.

<sup>5</sup> For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

<sup>6</sup> More specifically, the Engagement Letter provides that the Debtors will reimburse Kirkland for all fees and expenses, including the amount of Kirkland's attorney and paralegal time at normal billing rates incurred in connection with disputes brought by or against any third party relating to legal services Kirkland provides to the Debtors. To the extent required, such fees should be allowed pursuant to section 328(a) of the Bankruptcy

its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

12. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

13. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

#### **Compensation Received by Kirkland from the Debtors**

14. Per the terms of the Engagement Letter, on January 25, 2016, the Debtors paid \$1,000,000.00 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainers totaling \$3,500,000 in the aggregate. As stated in the Engagement Letter, any advance payment retainers are earned by

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Code, which permits employment on any reasonable terms and conditions. *See* 11 U.S.C. § 328(a). *Cf. Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. \_\_\_, 135 S.Ct. 2158 (2015).

Kirkland upon receipt, any advance payment retainers become the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainers upon Kirkland's receipt, any advance payment retainers will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainers.<sup>7</sup> A chart identifying the statements setting forth the professional services provided by Kirkland to the Debtors and the expenses incurred by Kirkland in connection therewith, as well as the advance payment retainers transferred by the Debtors to Kirkland, prior to the Petition Date is set forth below.

15. During the 90-day period before the Petition Date, the Debtors paid advance payment retainers in the following amounts to Kirkland:

Type of Transaction	Date	Amount of Fees and Expenses Listed on Statement	Amount of Advance Payment Retainer Requested	Amount of Advance Payment Retainer Received	Resulting Advance Payment Retainer
Request for Additional Advance Payment Retainer	3/1/2016		\$ 500,000.00		\$ 1,500,000.00
Receipt of Additional Advance Payment Retainer	3/1/2016			\$ 500,000.00	\$ 2,000,000.00
Request for Additional Advance Payment Retainer	3/10/2016		\$ 750,000.00		\$ 2,000,000.00
Receipt of Additional Advance Payment Retainer	3/10/2016			\$ 750,000.00	\$ 2,750,000.00
Request for Additional Advance Payment Retainer	3/28/2016		\$ 500,000.00		\$ 2,750,000.00

<sup>7</sup> The Engagement Letter permits Kirkland to retain prepetition advance payment retainers held by Kirkland as of the Petition Date rather than applying such prepetition advance payment retainers to pay postpetition fees and expenses. In light of the facts and circumstances of these chapter 11 cases, Kirkland will retain any prepetition advance payment retainers held by Kirkland as of the Petition Date and will not apply any such amounts to postpetition fees and expenses.

Receipt of Additional Advance Payment Retainer	3/29/2016			\$ 500,000.00	\$ 3,250,000.00
Request for Additional Advance Payment Retainer	4/25/2016		\$ 500,000.00		\$ 3,250,000.00
Receipt of Additional Advance Payment Retainer	4/26/2016			\$ 500,000.00	\$ 3,750,000.00
Statement of Services Rendered and Expenses Incurred	4/26/2016	\$ 2,365,645.47			\$ 1,384,354.53
Request for Additional Advance Payment Retainer	5/4/2016		\$ 750,000.00		\$ 1,384,354.53
Receipt of Additional Advance Payment Retainer	5/6/2016			\$ 750,000.00	\$ 2,134,354.53

16. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's advance payment retainers, Kirkland's total advance payment retainers always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

17. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

**Statement Regarding U.S. Trustee Guidelines**

18. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in

compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

**Attorney Statement Pursuant to Revised UST Guidelines**

19. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement?

**Answer:** No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland's standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

**Answer:** No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Answer:** Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows:

<b>Billing Category</b>	<b>U.S. Range</b>
Partners	\$875-\$1,445
Of Counsel	\$480-\$1,445
Associates	\$510-\$945
Paraprofessionals	\$180-\$400

Kirkland represented the Debtors during the twelve-month period before the Petition Date, using the hourly rates listed above.

- d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

**Answer:** Yes, for the period from May 12 through August 31.

**Kirkland's Disinterestedness**

20. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched on its electronic database for its connections to the entities listed on **Schedule 1** hereto. To the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

21. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched on



its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information.

The following is a list of the categories that Kirkland has searched:<sup>8</sup>

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtor Affiliates
1(b)	Current & Former Directors & Officers
1(c)	Contract Counterparties
1(d)	Court Personnel
1(e)	Material Creditors
1(f)	Current & Potential Litigation Parties
1(g)	Customers
1(h)	Debtor Professionals
1(i)	Equity Holders
1(j)	Governmental Regulatory
1(k)	Insurers
1(l)	Lenders & Swap Counterparties
1(m)	Non-Debtor Professionals
1(n)	Oil & Gas Lessors
1(o)	Surety Bonds
1(p)	Taxing Authorities
1(q)	Top 50 Creditors
1(r)	U.S. Trustee
1(s)	Unsecured Noteholders
1(t)	Utilities
1(u)	Vendors

22. To the best of my knowledge, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and

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<sup>8</sup> Kirkland’s inclusion of parties in the following Schedules is solely to illustrate Kirkland’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

(b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

23. Listed on **Schedule 2** to this Declaration are the results of Kirkland's conflicts searches of the above-listed entities.<sup>9</sup> For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

24. Of the entities listed on **Schedule 2**, only five are affiliated with clients that represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on April 30, 2016: GTCR, LLC ("**GTCR**"); BP p.l.c. and certain of its affiliates ("**BP**"); Blackstone Partners LLC and certain of its affiliates ("**Blackstone**"); Bain Capital and certain of its affiliates ("**Bain**"); and Sabine Oil & Gas Corp. and certain of its affiliates ("**Sabine**").

25. A current portfolio company of GTCR, Zayo Group LLC, is parent of one of the Debtors' utility providers.

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<sup>9</sup> As referenced in **Schedule 2**, the term "current client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term "former client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term "closed client" means an entity listed as a client in Kirkland's conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual conflict relationship exists can only be determined by reference to the documents governing Kirkland's representation rather than its potential listing in Kirkland's conflicts search system. The list generated from Kirkland's conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with "former clients" or "closed clients" for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

26. Current BP affiliates, including BP Energy Company and BP Products North America Inc., are counterparties to certain of the Debtors' contracts.

27. Two current portfolio companies of Blackstone are parties in interest to the Debtors' chapter 11 cases: Twin Eagle Resource Management LLC is a counterparty to certain of the Debtors' contracts and Ipreo LLC, also a Kirkland client, is a material creditor.

28. A current portfolio company of Bain, Blackhawk Specialty Tools, LLC, is a counterparty to certain of the Debtors' contracts and a vendor to the Debtors.

29. Sabine Oil & Gas LLC is a vendor to the Debtors.

30. All prior and current Kirkland representations of GTCR, BP, Blackstone, Bain, and Sabine and their affiliates have been in matters unrelated to these chapter 11 cases. I do not believe these representations create conflicts, but have disclosed the connections out of an abundance of caution.

31. Kirkland's conflicts search of the entities listed on **Schedules 1(a) – 1(u)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of Kirkland's knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

32. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the Office of the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"), any person employed in the Office of the U.S.

Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Eastern District of Virginia, except as disclosed or otherwise described herein.

33. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

34. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

35. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

36. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

#### **Specific Disclosures**

37. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the

representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

**A. Connections to Holders of Equity Interests in the Debtors.**

38. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Goldman Sachs & Co., GS Capital Partners, and its affiliated investment funds and portfolio companies (collectively, "Goldman Sachs"), on a variety of matters. Goldman Sachs owns approximately 2.6% of the common equity interests in Penn Virginia Corporation. All prior and current Kirkland representations of Goldman Sachs have been in matters unrelated to the Debtors or these chapter 11 cases.

39. During the chapter 11 cases, Kirkland will not represent Goldman Sachs adverse to the Debtors. I do not believe any prior or current representation of Goldman Sachs creates a conflict, but have disclosed the connections out of an abundance of caution.

40. James H.M. Sprayregen, a partner of Kirkland, worked as an attorney at Kirkland from July 1990 until June 2006 and rejoined the firm in December 2008. From June 2006 until December 2008, prior to rejoining the firm, Mr. Sprayregen was co-head of the restructuring group of Goldman Sachs Americas, where he advised U.S. and international clients in restructuring and distressed situations. Certain affiliates of Goldman Sachs are holders of equity interests in the Debtors. As described above, Goldman Sachs is a client of the firm and disclosed on Schedule 1(i) attached hereto. Kirkland does not believe that Mr. Sprayregen's prior employment at Goldman Sachs presents a conflict in these chapter 11 cases, but has disclosed it out of an abundance of caution.

41. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, RBC Capital Markets Corporation and certain of its affiliates (“**RBC**”). Certain RBC affiliates collectively own approximately 1.6% of the common equity interests in Penn Virginia Corporation. In 2012, Kirkland represented RBC as financial advisor to a non-Debtor affiliate of the Debtors, Penn Virginia Resource Partners (“**PVRP**”), in connection with PVRP’s acquisition of certain assets of Chief Oil & Gas LLC. Kirkland did not represent any of the Debtors or their affiliates in connection with this transaction. Kirkland’s representation of RBC in connection with this matter has been terminated and time was last billed to the matter in 2012. All other prior and current Kirkland representations of RBC have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe Kirkland’s representation of RBC creates a conflict, but have disclosed the connection out of an abundance of caution.

**B. Connections to Lenders**

42. Kirkland currently represents, and formerly has represented, Bank of America, N.A. (“**Bank of America**”) and certain of its affiliates, including Bank of America Merrill Lynch, and Wells Fargo Bank, N.A. and certain of its affiliates (collectively, “**Wells Fargo**”). The Debtors have a banking relationship with Bank of America. Each of Bank of America and Wells Fargo are prepetition lenders, swap counterparties, and debtor-in-possession (“**DIP**”) financing lenders in these chapter 11 cases, and Wells Fargo also serves as the agent for the DIP financing facility. Kirkland’s representations of Bank of America and its affiliates, in the aggregate, and Kirkland’s representation of Wells Fargo, each accounted for less than one percent of Kirkland’s fee receipts for the twelve-month period ending on April 30, 2016. Kirkland’s current and prior representations of Bank of America and Wells Fargo are unrelated to the Debtors or these chapter 11 cases. I do not believe that Kirkland’s representation of these parties presents a conflict, but have disclosed it out of an abundance of caution.

**C. Connections to Ad Hoc Group of Noteholders.**

43. Richard Li Tzar Kai is Founder and Chairman of Pacific Century Group, which owns the majority of the assets of PineBridge Investments, a noteholder in these chapter 11 cases. Mr. Li also serves as the Non-Executive Director of PineBridge Investments. Kirkland is retained as counsel for Mr. Li in his individual capacity and for certain affiliates of Pacific Century Group, but not including PineBridge Investments. Kirkland's representation of Mr. Li or affiliates of Pacific Century Group is unrelated to the Debtors or these chapter 11 cases. I do not believe that Kirkland's representation of Mr. Li or various affiliates of Pacific Century Group presents a conflict, but have disclosed the connection out of an abundance of caution.

44. Kirkland represents, and in the past has represented, certain of the Debtors' unsecured noteholders, including: AllianceBernstein L.P.; Anchorage Capital Group LLC; APG Asset Management US Inc.; Blue Mountain Capital Management L.P.; Contrarian Capital Management LLC; Janus Capital Group, Inc., and certain of its affiliates; Marathon Asset Management, LP; Morgan, Stanley & Co. and certain of its affiliates; Paulson & Company, Inc.; and Royal Bank of Canada Capital Markets LLC. All prior and current Kirkland representations of these parties have been in matters unrelated to the Debtors and these chapter 11 cases. I do not believe that Kirkland's representations of these parties presents a conflict, but have disclosed them out of an abundance of caution.

**D. Connections to Other Entities.**

45. As disclosed below and in Schedule 2 attached hereto, certain of the Debtors and their non-Debtor affiliates or other entities associated with the Debtors are creditors of entities that Kirkland currently represents or has represented in bankruptcy proceedings or post-effective date claims processes. Similarly, certain parties in interest in these chapter 11 cases are current or former Kirkland restructuring clients. Collectively, these entities include: Southcross

Holdings LP; Stallion Oilfield Services Ltd.; Magnum Hunter Resources Corporation; Sabine Oil & Gas Corporation; and Patriot Coal Corporation and two confidential clients.<sup>10</sup> Kirkland will not represent the Debtors, the Debtors' non-Debtor affiliates, or other entities associated with the Debtors in any matter related to other Kirkland clients' bankruptcy proceedings. Similarly, Kirkland will not represent any of its other restructuring clients against the Debtors in any of its other clients' restructuring matters. Kirkland's other chapter 11 representations are unrelated to these chapter 11 cases or the Debtors. I do not believe these representations create a conflict but have disclosed the connections out of an abundance of caution.

46. As disclosed on Schedule 2, Kirkland currently represents, formerly has represented, and in the future likely will represent TPG Special Situation Partners, LLC, its parent TPG Capital L.P., and certain of their affiliates (collectively, "TPG"). In particular, Kirkland represented TPG Special Situation Partners, LLC in connection with a proposed financing transaction with regard to Penn Virginia Corporation. Although the transaction failed to materialize, the Debtors may owe certain amounts to TPG in connection therewith. For the avoidance of doubt, during the chapter 11 cases, Kirkland will not represent TPG adverse to the Debtors and will utilize conflicts counsel for any situation in which the Debtors are adverse to TPG. All other prior and current Kirkland representations of TPG have been unrelated to the Debtors or these chapter 11 cases. I do not believe any prior or current representation of TPG creates a conflict, but have disclosed the connections out of an abundance of caution.

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<sup>10</sup> Due to the confidential nature of certain of K&E's restructuring representations prior to filing chapter 11 petitions, K&E has listed two current clients as confidential on Schedule 2. Additionally, one confidential non-restructuring client has been listed as confidential on Schedule 2. The identity of these parties will be disclosed to the U.S. Trustee on a confidential basis at the U.S. Trustee's request. For the avoidance of doubt, K&E will not commence a cause of action in these chapter 11 cases against these entities unless K&E has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.



**E. Other Chapter 11 Professionals.**

47. As disclosed in **Schedule 2** attached hereto, Kirkland currently represents, and formerly has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seek to retain in connection with these chapter 11 cases. All prior and current Kirkland representations of these professionals have been in matters unrelated to the Debtors and these chapter 11 cases. Kirkland has not represented and will not represent any such professionals in connection with any matter in these chapter 11 cases.

48. The Debtors have sought authority to retain Alvarez & Marsal North America, LLC ("**A&M Advisory**") as their restructuring advisor during the pendency of these chapter 11 cases. As disclosed on **Schedule 2** attached hereto, Kirkland currently represents Alvarez & Marsal, Inc. ("**A&M Inc.**"), Alvarez & Marsal Capital, LLC ("**A&M Capital**"), A&M Capital Partners, LLC ("**A&M Fund**"), and related entities in matters unrelated to the Debtors and these chapter 11 cases. A&M Inc., the majority owner of A&M Advisory's parent company, Alvarez & Marsal Holdings, LLC ("**A&M Holdings**"), holds a significant interest in A&M Capital. A&M Capital is an investment vehicle that indirectly serves as the general partner of A&M Fund that will make private equity investments in companies. In addition, subject to the parameters discussed in the Kirkland Attorney and Employee Investments section of this Declaration (as set forth below), Kirkland person(s) have invested in A&M Fund as an Investment Fund. Each Kirkland person that has invested in A&M Fund holds less than one percent of A&M Fund.

49. In addition, Stephen Kotarba, a former Kirkland associate, is employed by A&M Advisory in the position of Managing Director, Paul Kinealy, a former Kirkland contract attorney, is employed by A&M Advisory in the position of Director, and Holden Bixler, a former Kirkland associate/of counsel, is employed by A&M Advisory in the position of consultant. While employed by Kirkland, Mr. Kotarba's, Mr. Kinealy's, and Mr. Bixler's work was

unrelated to the Debtors and these chapter 11 cases. I do not believe these connections to A&M Advisory create a conflict, but have disclosed them out of an abundance of caution.

50. The Debtors have sought authority to retain Jefferies, LLC (“Jefferies”) as their investment banker during the pendency of these chapter 11 cases. As disclosed on Schedule 2 attached hereto, Kirkland currently represents, and in the past has represented, certain of Jefferies’ direct or indirect affiliates in matters unrelated to these chapter 11 cases or the Debtors. I do not believe these connections present a conflict but have disclosed them out of an abundance of caution.

51. The Debtors have retained Epiq Bankruptcy Solutions, LLC (“Epiq”) as their notice and claims agent pursuant to 28 U.S.C. § 156(c). The Debtors further intend to seek the retention of Epiq as administrative advisor pursuant to 11 U.S.C. § 327(a). Kirkland currently represents, and in the past has represented, Epiq and certain of its direct or indirect affiliates in matters unrelated to these chapter 11 cases or the Debtors. Kirkland does not and will not represent Epiq in connection with these chapter 11 cases. I do not believe that Kirkland’s current and prior representations of Epiq create a conflict, but have disclosed the connection out of an abundance of caution.

52. In addition, Noah Ornstein, a former Kirkland partner, is employed by Epiq in the position of Managing Director. While employed by Kirkland, Mr. Ornstein’s work was unrelated to the Debtors and these chapter 11 cases. I do not believe this connection to Epiq creates a conflict, but have disclosed it out of an abundance of caution.

53. The Debtors have sought authority to retain KPMG LLP (“KPMG”) as their auditor during these chapter 11 cases. Kirkland currently represents, formerly has represented, and in the future likely will represent certain entities associated with KPMG in matters unrelated

to these chapter 11 cases or the Debtors. Kirkland does not and will not represent KPMG in connection with these chapter 11 cases. I do not believe this connection presents a conflict, but have disclosed it out of an abundance of caution.

**F. Kirkland Attorney and Employee Investments.**

54. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors, often without Kirkland’s knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

55. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a “Passive-Intermediary Entity”) to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity’s formation (although some are now former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland’s partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any

particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) identity of the securities purchased, sold, or held by the Investment Fund.

56. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be one of the Debtors. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work. In this regard, all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

**G. Other Disclosures.**

57. Certain interrelationships exist among the Debtors and their non-debtor affiliates. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

58. Additionally, Penn Virginia Operating Co. LLC was a creditor in another restructuring matter for which Kirkland served as debtors' counsel. Penn Virginia Operating Co. LLC was a coal company that was spun-off from Penn Virginia Corporation several years ago and is not a Debtor in these chapter 11 cases. Penn Virginia Operating Co. LLC is neither a

current nor former Kirkland client. I do not believe this past corporate connection creates a conflict, but have disclosed this relationship out of an abundance of caution.

59. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. and J.P. Morgan Clearing Corp. and various other JP Morgan affiliates are equity holders, lenders, and holders of the Debtors' 7.25% notes due 2019 and the 8.5% notes due 2020. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

60. The spouse of Jaime D. Schechter, a partner at Kirkland, is a director of UBS Investment Bank ("UBS"). An affiliate of UBS is an equity holder in these cases. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Schechter from all aspects of Kirkland's representation of the Debtors.

61. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

62. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other

communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

**Affirmative Statement of Disinterestedness**

63. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

*[Remainder of Page Intentionally Left Blank]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: May 23, 2016

Respectfully submitted,

/s/ Edward O. Sassower

Edward O. Sassower  
as President of Edward O. Sassower, P.C., as  
Partner of Kirkland & Ellis LLP; and as Partner  
of Kirkland & Ellis International LLP

### **Schedule 1**

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Edward O. Sassower in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Sassower Declaration").<sup>1</sup> Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Sassower Declaration, matching the incomplete or ambiguous name.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sassower Declaration.



## **SCHEDULE 1**

### **List of Schedules**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Debtor Affiliates
1(b)	Current & Former Directors & Officers
1(c)	Contract Counterparties
1(d)	Court Personnel
1(e)	Material Creditors
1(f)	Current & Potential Litigation Parties
1(g)	Customers
1(h)	Debtor Professionals
1(i)	Equity Holders
1(j)	Governmental Regulatory
1(k)	Insurers
1(l)	Lenders & Swap Counterparties
1(m)	Non-Debtor Professionals
1(n)	Oil & Gas Lessors
1(o)	Surety Bonds
1(p)	Taxing Authorities
1(q)	Top 50 Creditors
1(r)	U.S. Trustee
1(s)	Unsecured Noteholders
1(t)	Utilities
1(u)	Vendors

## **SCHEDULE 1(a)**

### **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.

## **SCHEDULE 1(b)**

### **Current & Former 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, Steven  
May, Thomas W.  
Modzelewski, James F.  
Patel, Kamini D.  
Perelman, Marsha R.  
Snyder, Nancy M.  
Sonnen, Joan C.  
Udovich, Patrick J.  
Whitehead, H. Baird  
Whitehead, Jean M.  
Winnington, Peter J.  
Wright, Gary  
Zivley, Jill T.

## **SCHEDULE 1(c)**

### **Contract Counterparties**

2M Crossings LLC	Apex Pipeline Services Inc.
2M Services LLC	Apex Resources Inc.
3B Pumping Services LLC	Aqua Oil Field Chemical Services Inc.
3S Services LLC	Archer Directional Drilling Services LLC
5J Oilfield Services LLC	Archer Pressure Pumping LLC
A Rental Company	Archer Wireline LLC
A&A Tank Truck Company	Archrock Inc.
A&B Pump & Supply Inc.	Arctic Pipe Inspection Inc.
A-1 Rocket of South Texas LLC	Argus Media Inc.
A1 Shiner Fire & Safety Inc.	Arklatex Energy Services LLC
AAA Well Service LLC	Arklatex Wireline Service LLC
ABC Nitrogen	ARM Group Inc.
Abercrombie, Josephine E.	Arnold Trucking Inc.
ABS Welding Inc.	Associated Energy Services
Absolute Energy Solutions LLC	AT&T Mobility
ACE NDT LLC	Avispa
Acock Engineering & Associates LP	Aztec Well Servicing Co.
Action Petroleum Services Corp.	Azure Midstream Energy LLC
Adams Resources Exploration Corp.	B&B Oilfield Equipment Corp.
Adobe Systems Inc.	B&C Backhoe Inc.
Advantage Energy Services LLC	B&D Services Inc.
Aerion Rentals	B&J Air & Pump
AES Drilling Fluids LLC	B&L Waterwell Service Inc.
Aim Directional Services LLC	B&P Swab Services Inc.
Ainsworth Trucking	B&S Services Inc.
Al Gordon Consulting LLC	Bachtell Oil & Gas Ltd.
Alamo Crane Service Inc.	Badger Pressure Control LLC
Alert Logic Inc.	Bailey & Harley Services LLC
Alignics Energy Group LLC	Bailey Petroleum Consultants LLC
Alinet Oil Field Services Corp.	Baker Hughes Oilfield Operations Inc.
Alleghany Industrial Insulation Co.	Baker Hughes US Land
Allen Engineering & Science Inc.	Baker Petrolite Corp.
Allied Oil & Gas Services LLC	Bank of America Merrill Lynch
Allied-Horizontal Wireline Services LLC	Bank of Nova Scotia, The
Allstate Power Vac Inc.	Barclays Bank PLC
Alpha Leak Detection Services Inc.	Basic Energy Services Inc.
Alvarez & Marsal North America LLC	Basin Engineering Services
Amega West Services LLC	Bass Fishing & Rentals LLC
American Eagle Logistics LLC	Bassler Energy Services Inc.
American Midstream LLC	Bayou Swabbing LLC
Anchor Oilfield Services LLC	Bayou Well Services LLC
Anderson Perforating Ltd.	Bear Creek Engineering LLC
Antea Group International	Bear Transport LLC

Beck Trucking 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.  
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.  
Brown Integrity LLC  
Bruington Engineering Ltd.  
Bulldog Chemicals LLC  
Burton Oil Service Operations LLC  
Butch's Rathole & Anchor Service Inc.  
Byron Watson Trucking Inc.  
C Energy LLC  
C Vac 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  
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  
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 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.  
CNH Energy Services LLC  
Coastal Equipment Co. LLC  
Coastal Field Services LP By Vast Group  
LLC  
Coastal Flow Field Services  
Coastal Gate Services  
Cobblestone Consultants LLC

Cogent Communications Inc.  
Coil Tubing Solutions LLC  
Cole International Tubular Services LLC  
Collins, Ted, Jr.  
Compass Well Services LLC  
Complete Environmental & Remediation Co  
LLC  
Complete Pipe Services LLC  
Consol Gas Co.  
Consolidated Oil Well Services LLC  
Continental Production Services Inc.  
Continental Wire Cloth LLC  
Continuum Crude Logistics Services LLC  
Continuum Crude Transportation Services  
LLC  
Continuum 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 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-Lynch LLC  
Dawson Geophysical Co.  
DCP Midstream LP  
DCP Midstream Marketing LLC  
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.  
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.  
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.  
Empirica LLC  
EMS USA Inc.  
Enable Gas Gathering LLC  
Enable Gas Transmission LLC  
Enable Gathering & Processing LLC  
Enable Oklahoma Intrastate Transmission  
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.  
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.  
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  
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  
Farm & Ranch Construction LLC  
Felderhoff Brothers Drilling Co.  
Fesco Management Supply  
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 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.  
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  
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 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&C Services Inc.  
HA Construction LLC  
Halliburton US Onshore  
Hamilton Well Service LLC  
Hargrave, Robert 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  
Houston Pipe Line Co. LP  
HS Field Services Inc.  
Hughes Specialty Services LLC  
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.  
Infinite Energy Inc. d/b/a Intelligent Energy  
Infostat Systems Inc.  
Inland Environmental & Remediation Inc.  
Inspection Oilfield Services a/k/a IOS  
Holdings 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  
Jerry Dunkin Well Services Inc.  
Jet Specialty Inc.  
Jim Clark & Associates LLC  
Jim Gandy Rig Welding  
Johnson Matthey Holdings Inc.  
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.  
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.  
Knighen 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  
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.  
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  
Manning Safety Services Inc.  
Martex Well Service LLP  
Martin Electric Co. Inc.  
Martin Energy Services LLC  
Masco Wireline Inc.  
Master Pumps & Equipment Corp.  
Matcor Inc.  
Maverick Field Services LLC  
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  
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.  
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.  
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.  
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.  
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  
Pinson Well Logging Inc.  
Pioneer Coiled Tubing Services LLC  
Pioneer Drilling Company  
Pioneer Fishing & Rental Services LLC  
Pioneer Oilfield Trucking Inc.  
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.  
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.  
QC Energy Resources  
Q'Max America Inc.  
Quail Tools LP  
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.  
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  
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  
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 Verbinnen & Co. Ltd.  
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.  
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.  
Sierra Hamilton LLC  
Silver, Virginia  
Sky-Lin Services LLC  
Slick Line Services LLC  
Smith Energy Services Inc.

Smith International Inc.  
Smith, Mark  
SN Operating LLC  
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  
Stindt, William H.  
Stock, Jimmy  
Stomaco Energy Services Inc.  
Stone Trucking Co. Inc.  
Stone Well Service LLC  
Strata Control Services Inc.  
Stratagraph Inc.  
Stratagraph NE Inc.  
Stride Well Service Company Inc.

Strike LLC  
Stringer Contracting Inc.  
Stringer's Oilfield Service Inc.  
Strong Service LP  
Stuart Petroleum Testers Inc.  
Sullivan, Clay A.  
Sunbelt Oilfield Supply Inc.  
Sunbelt Rentals Industrial Services LLC  
Sunoco Partners Marketing & Terminals LP  
Super Flow Testers Inc.  
Super Heaters LLC  
Superior Energy Services Inc.  
Superior Natural Gas Corp.  
Superior Performance Inc.  
Superior Tank Company Inc.  
Supreme Production Services Inc.  
Supreme Service & Specialty Co. Inc.  
Swat Inc.  
SWCA Environmental Consultants  
Swire Oilfield Services LLC  
Talen Energy Marketing LLC  
Target Well Services Inc.  
Tasco Tool Service Ltd.  
TCB Rental Inc.  
Team Oil Tools LP  
TEC Well Service Inc.  
Tejas Lease Service LLC  
Tenacious Torque LLC  
Tenaris Hydril Field Services  
Tenaska Marketing Ventures  
Terradom Corporation  
Tesco Corporation (US)  
Testco Well Services LLC  
Texan Tubular Services LLC  
Texas Energy Network LLC  
Texas Equipment Rental LLC  
Texas Hot Oilers Inc.  
Texas Perforators Inc.  
Texas Quality Gate Guard Service LLC  
Texas ReExcavation LC  
Tex-Perts Cooling & Heating  
TGC Industries Inc.  
Thomas Fuels Lubricants & Chemicals Inc.  
Thru Tubing Solutions Inc.  
Thunderhorse Oilfield Services LLC  
Thurmond-McGlothlin Inc.

Tiger Industrial Rentals  
Tiger Safety Ltd.  
Timberline Manufacturing Company Inc.  
Timco Services LLC  
Tim's Trucking LLC  
Titan Test Pumps LLC  
TIW Corporation  
TNT Crane & Rigging Inc.  
Top Notch Energy Services Inc.  
Toro Downhole Tools  
Torqued-Up Energy Services Inc.  
Total CAD Systems Inc.  
Total Gas & Power North America Inc.  
Total Safety US Inc.  
Total Screen Solutions Inc.  
TPG Special Situation Partners LLC  
TRC Consultants LC  
Trend Services Inc.  
Tres Management Inc.  
Tri Energy Asset Management Inc.  
Tri Lift Services Inc.  
Trican Well Service LP  
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  
Ultra Energy Services LLC  
Ultra Pipeline LLC  
Underwood Hotshot Service  
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

Vibra-Tech Engineers Inc.  
Viper Products & Services 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.  
Wendel Electric  
Wenzel Rental Tools LLC  
Westoak Production Services Inc.  
Whipperhill Consulting LLC  
White Castle Rose LLC  
Whitehead, Jean M.  
White's Welding LLC

Wil-Call Services Ltd.  
Wildcat Buildings Inc.  
Williford, John Revis  
Wilson, Harvey D.  
Wireline Inc.  
Wolfpack Rentals LLC  
Woodward Welding LLC  
Workover Solutions Inc.  
Workshare Inc.  
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  
Zedi US Inc.  
Zephyr Environmental Corp.

## **SCHEDULE 1(d)**

### **Court Personnel**

Huennekens, Kevin R., Hon.  
Kenney, Brian F., Hon.  
Mayer, Robert G., Hon.  
Phillips, Keith L., Hon.  
Redden, William C.  
Santoro, Frank J., Hon.  
St. John, Stephen C., Hon.

## **SCHEDULE 1(e)**

### **Material Creditors**

Acock Engineering & Associates Inc.	Ipreo LLC
Alpha Control Services LLC	Jabco Inc.
American Midstream Lavaca LLC	KLX Energy Services LLC
Apex Remington Inc.	Lone Star Tank Rental LP
Archrock Services LP	Magnum Oil Tools International Ltd.
Baker Hughes Inc.	National Oilwell Varco LP #521
Bank of America	Newpark Drilling Fluids LLC
Bear Creek Services LLC	Permian Tank & Manufacturing Inc.
Bedrock Petroleum Consultants LLC	Pilot Thomas Logistics LLC
BKB Oilfield Inc.	Purestream Services LLC
C&C Oilfield Services LLC	Quality Energy Services Inc.
Cactus Wellhead LLC	Schlumberger Technology Corp.
Clear Water Resources LLC	Select Energy Services LLC
Continental Laboratories Inc.	Siboney Energy Services Inc.
D&B Flowback LLC	Silver Eagle Environmental Solutions LLC
Davis Chemical Services LLC	Simons Petroleum LLC
DCS All American LLC	Spidle Turbeco
Durrett Transport LLC	Sunbelt Rentals Inc.
Express Energy Services Operating LP	Swire Water Solutions Inc.
Frank's International LLC	Tenaris Global Services USA Corp.
GEODynamics Inc.	Texas Round Bottoms Inc.
Hunt Oil Co.	Weatherford Artificial Lift System Inc.
Independence Blue Cross	Wes Oil Field Services LLC
Integrated Production Services Inc.	



## **SCHEDULE 1(f)**

### **Current & Potential Litigation Parties**

B&H Petroleum Inc.	Kirby, Verne
Black, Jon G.	La Graza, Alfredo D.
Black, Jonathon G.	Lasseigne, Raymond Joseph
Black, Mellissa B.	Lemon Creek Oil & Gas Ltd.
Branigan, James L.	Lott Co. LLC
Branigan, John D.	Madanich, Ted
Branigan, Michael K.	McAfee & Taft
Branigan, Patrick J.	McDole, Jessie E.
Chesapeake Louisiana LP	McDonald Land Services Inc.
Christy, G. Keith	Mikes, Casey Ray
Christy, Katherine L.	Nava, Anna
Collins, Ted	Nicholas, Mary Linda Pipkin
Cudd Pressure Control Inc.	Norwich Petroleum Corp.
Desra K. Selph as Independent	Petro-Chem Operating Co. Inc.
Administatrix for the Estate of Althea	Petrohawk Properties LP
Harris Hart	Petroleum Development Company
Driver, Freddy Howard	Pickett, Trenton
Elite Toilet Rental Inc.	Pipkin, Orlando III
EOG Resources Inc.	Plein Sud Holdings LLC
Flat River Farms LLC	Power Torque Services LLC
George Mercer Pool as Trustee of the	Principle Energy LLC
Marjorie Gretna Peacock Poole Living	Ray, Gale
Trust	RHS Energy LLC
Grill, Jason R.	Sierra Resources Inc.
Harrell Oil Company Inc.	Steadmon, John
Hart, Bernadette Marianne	Stewart, Louis
Harvey, Marvin	Sumrall, Stephen Bolt
Ireland, Debra	Triad Well Service LLC
Katherine Poole Antrobus as Trustee of the	United Rentals Inc.
Katherine Pool Antrobus Living Trust	United States, Government of the,
Kent Harrell as Trustee for the Kent J.	Department of the Interior, Office of
Harrell Reovcable Trust	Natural Resources Revenue
Kirby, Margaret	Weatherford Artificial Lift Systems LLC

## **SCHEDULE 1(g)**

### **Customers**

Cimarex Energy Co.  
DCP East Texas Gathering LLC  
EasTrans LLC  
FDL Operating LLC  
Florida Gas Transmission Co.  
Panola, County of (TX), Tax Office  
SWV Energy Operating LLC  
Tristate ETX LLC

**SCHEDULE 1(h)**

**Debtor Professionals**

Alvarez & Marsal Holdings LLC  
Epiq Systems Inc.  
Jefferies LLC  
Kutak Rock LLP  
Willis Towers Watson PLC

## **SCHEDULE 1(i)**

### **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  
E\*Trade Financial Corp.  
Englander, Israel A.  
First Trust Advisors LP  
First Trust Portfolios LP  
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  
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 LLC  
Scottrade Inc.  
Seaport Global Securities LLC  
Soros Fund Management LLC  
TD Ameritrade Inc.  
Tenor Capital Management Co. LP  
UBS O'Connor LLC  
Wells Fargo  
Whitebox Advisors LLC

## **SCHEDULE 1(j)**

### **Governmental Regulatory**

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, Attorney General  
Louisiana, State of, Department of Revenue & Taxation  
Norman, City of (OK)  
Oklahoma, State of, Attorney General  
Oklahoma, State of, Corporation Commission  
Pennsylvania, Commonwealth of, Attorney General  
Pennsylvania, Commonwealth of, Department of Labor  
Pennsylvania, Commonwealth of, Treasury  
Texas, State of, Attorney General  
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, Department of Labor  
Virginia, Commonwealth of, Department of the Treasury

## **SCHEDULE 1(k)**

### **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  
Willis Group Holdings PLC  
Willis of Pennsylvania Inc.  
Willis of Texas Inc.  
XL Specialty Insurance Company  
Zurich American Insurance Company

## **SCHEDULE 1(I)**

### **Lenders & Swap Counterparties**

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

**SCHEDULE 1(m)**

**Non-Debtor Professionals**

Bracewell LLP  
Heidrick & Struggles Inc.  
McGuireWoods LLP  
Milbank Tweed Hadley & McCloy LLP  
Opportune LLP  
PJT Partners LP  
Tavener & Beran PLC



## **SCHEDULE 1(n)**

### **Oil & Gas Lessors**

Arledge, James B.  
Boedeker, Angelyn Barbara Cimrhanz  
Bozka Family LP  
Brown, Bob  
Burlington Resources Oil & Gas  
Canaan Resources Drilling Co. LLC  
Chrismon, Cody Scott  
Cimrhanzl, John G.  
Darilek, James Robert  
Darilek, Raymond R.  
Davis, Jerry A.  
Davis, Winston L.  
Dean, John L.  
Estate of Sam Benestante, The  
Fairchild, Carlotta  
Fikac, Nellivee Diane  
Filipp, Karin K.  
Filipp, Kenneth C.  
Finck, David E.  
Grabarkievtz, Bruno  
Hagan, Delores  
Hagan, Kenneth Ray  
Hartwell, Charles Gerard  
Hattie Janek Irrevocable Trust  
Helweg, Melissa Johanna  
Henwood, Brenda Meyer  
Hinze, Ellen A.  
Hinze, Lawrence Calvin  
Kocian, Charles  
Kolar, James Michael  
Kolar, Margaret  
Kram, Dennis V.

Laywell, Henry Werner  
Lee, Jeanette Faye  
Machacek, Joseph A.  
Maly, Robert J.  
Marathon Oil Company  
Marcak, Bettie  
Matula, Sharon  
McMaster, Patrick Lee  
Meyer, Bridget  
Miller, William J., Jr.  
Modern Exploration Inc.  
Moeller, Timothy E.  
Montgomery, Nella  
Moser, Barbara  
Parkman, James E., Jr.  
Picha, Kenneth  
Robertson, Jackie  
Ruth Kokernot Denman Life Estate  
Schmidt, Larry J.  
Smith, George E.  
Stock, Kenneth P.  
Stock, Mary A.  
Sulphur River LP  
Tenberg, Alvin  
Trojcak, Shirley A.  
United States, Government of the,  
Department of the Interior, Bureau of  
Indian Affairs, Concho Agency Office  
Vaclavik, Jimmy James  
Wendel's Jewelry Inc.  
Wertz, Donald R.

## **SCHEDULE 1(o)**

### **Surety Bonds**

Oklahoma, State of  
Oklahoma, State of, Corporation Commission  
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

## **SCHEDULE 1(p)**

### **Taxing Authorities**

Beckham, County of (OK), Treasurer  
Cypress-Fairbanks Independent School District (TX) Tax Assessor-Collector  
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), 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, 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 (TX) Tax Office  
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 (TX) Tax Office

## **SCHEDULE 1(q)**

### **Top 50 Creditors**

3ES Innovation Inc.  
A2D Technologies Inc.  
Acme Truck Line Inc.  
American Midstream (Lavaca) LLC  
Apex Remington Inc.  
Cavalry Solutions LLC  
Chesapeake Operating Inc.  
Coastal Chemical Co. LLC  
Coastal Flow Field Services Inc.  
DNOW LP  
EMK3  
Enable Products LLC  
Enertia Software  
Excalibur Rentals Inc.  
FESCO Ltd.  
Fitzpatrick Tubing Services  
Ganem & Kelly Surveying Inc.  
GE Oil & Gas Pressure Control LP  
Go West Logistics LLC  
Go West Transportation & Storage LLC  
Great Texas Compression LLC  
H&A Construction LLC  
IHS Global Inc.  
J&S Water Wells

Jones Day  
Lone Star Tank Rental  
Marathon Oil EF LLC  
Martin Electric Company Inc.  
Memorial City Towers Ltd.  
NOV  
Nzone Guidance LLC  
Patterson-UTI Drilling Co. LLC  
Pioneer Well Services LLC  
Priority Artificial Lift Services LLC  
Radnor Center Associates  
Refinery Specialties Inc.  
REM Torque Test Inc.  
Shareholders.com  
Smart Freight Funding LLC  
Stevens Tanker Division LLC  
Swabbing John's Inc.  
TEQSYS Inc.  
Texperts Inc.  
Tillman & Associates Consulting LLC  
Total Energy Solutions LLC  
WadeCo Specialties Inc.  
Wilmington Savings Fund Society FSB  
Wrangler Trucking LLC

## **SCHEDULE 1(r)**

### **U.S. Trustee**

Bernstein, Hugh M.  
Blades, Paula F.  
Bloom, Margaret L.  
Flinchum, Peggy T.  
Frankel, Jack I.  
Garber, Margaret K.  
Gasparini, Elisabetta G.  
Guzinski, Joseph A.  
Herron, Nicholas S.  
Hodges, Frances B.  
Jones, Bradley D.  
King, B. Webb  
Legum, Jay W.  
McPherson, Theresa E.  
Orens, Peter M.  
Pecoraro, Shannon F.  
Pika, Tony  
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.

## **SCHEDULE 1(s)**

### **Unsecured Noteholders**

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.  
CGM/SAL Br.  
Citibank  
Citigroup  
Citigroup Global Markets Inc.  
Contrarian Capital Management LLC  
Diamond Insurance Group Ltd.  
Envestnet Asset Management Inc.  
First Republic Investment Management Inc.  
FOC Partners  
Franklin Advisers Inc.  
Guggenheim Funds Investment Advisors  
LLC  
HighTower Advisors LLC  
Investors Asset Management Inc.  
J.P. Morgan Clearing Corp.  
Janus Capital Management LLC  
JPMorgan Investment Management Inc.

KLS Diversified Asset Management LP  
Mangrove Partners  
Marathon Asset Management LP  
Milbank Tweed Hadley & McCloy LLP  
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.  
Paulson & Co. Inc.  
Pine River Capital Management LP  
PineBridge Investments LLC  
Pioneer Investment Management Inc.  
RBC Dominion Securities LLC  
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  
Wexford Capital LP

## **SCHEDULE 1(t)**

### **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

## **SCHEDULE 1(u)**

### **Vendors**

4 Minear Ltd.	Brandywine Realty Trust
4X&Y Ranch Ltd.	Brittain Christian Foundation
Abney & Warwick PC	Browning Oil Co. Inc.
Alamo Specialized Trucking	Brunini Grantham Grower & Hewes PLLC
Allied Wireline Services LLC	Burke, Janet Johnson
American Disposal Services Ltd.	Caka, Cynthia
American Stock Transfer & Trust Company LLC	Calf Creek Royalty Ltd.
AMS-PAR Consultants LLC	Cameron International Corp.
Argent Energy (US) Holdings Inc.	Cantana Inc.
Ashley H. Sikes Irrevocable Trust	CDSOSA Inc.
AT&T	CEMEX Inc.
Atlas Tubular LP	Chemical Dynamics Corp.
Bailey Banks Seismic LP	Chesapeake Exploration LLC
Baker, Charlene Rose	Classic Oil Tools
Bancorp Bank	Clifton H. Eilert Estate Trust
Barnes, Joe	Coastal Field Services LP
Baros Family Investments	Coastal Flow Gas Measurement Inc.
Bartos, Charlie F.	Colaco, Titus J.
Basic Energy Services LP	Colorado Materials Ltd.
Battlecat Oil & Gas LLC	Commercial Construction Company
Baylor University College of Medicine	Covey Park Energy LLC
Beal, Leroy J.	Crenshaw Enterprises Ltd.
Beesley, Linda S.	Cronin Energy Corp.
Behlen, Milton J.	CSI Compressco Operating LLC
Ben-Mar Ltd.	Culpepper, Robert W.
Berckenhoff, Ronald Joe	Cyanostar Energy Inc.
Berger, Ernest E.	D&B Rentals
Billings Family LP	Darilek Family Ranch LLC
Billings, Steven Downey	Darilek, Albert S.
Bio-Smart Technologies USA Co.	Darilek, Thomas J.
Black Stone Minerals Co. LP	Dcobb Consultants LLC
Blaschke, David	De Lage Landen Operational Services LLC
Boe Oil Tools Corp.	Delta Dental of Pennsylvania
Boehm, T. Joe	Denman Family Ltd.
Bohuslav, Arnold	Denman Trust, The
Bohuslav, Marvin	Denman, Ruth Kokernot
Bookout Family Trust, The	Devon Energy Corp.
Bouldin Family Minerals Ltd.	Diane Billings Ernest Revocable Living Trust
Bourland & Leverich Supply Co. LLC	Dickson-Allen Foundation
Bowdon Energy Corp.	DicoGroup Inc., The
Bozka Family Ltd. LP	Didear, Alice
Braeuer, Rudolph Ronald	DLB Holdings LP



Dreamers Land & Minerals Inc.  
Drillinginfo Inc.  
East Texas Exploration LLC  
EF 2 Nonop Investments LP  
EF 3 Nonop Investments LP  
EKS&H LLLP  
Elaine Werner Laywell Revocable Trust  
Ellen Johnson Trust  
Ellington & Associates Inc.  
Encompass Industries LLC  
Enercorp Crane & Energy Services LLC  
Energies LLC  
Energy Waste  
Energy Waste Rentals & Service  
Energy Weldfab Inc.  
Envirocheck LLC  
Erwin Energy Corp.  
Estate of Alton H. Cook Jr.  
Estate of Hattie M. Janek  
Estate of Peter Frank Mach Jr.  
Estate of Ruth Kokernot Denman  
EXLP Operating LLC  
Expro Americas LLC  
Exterran Energy Solutions LP  
Fairy T. Wells Family Trust  
Fikac, Darren  
Fikac, Duane  
Fisbeck, Minnie Lee  
Fite, Darrin  
Flexpipe Systems Inc.  
Flood Ranch Ltd.  
Flood, George  
Flounder Dawg LLC  
Flow-Zone LLC  
Forest Oil Corp.  
Four M Resources Ltd.  
Furrh Minerals LP  
Furrh Properties LP  
Gallia Goodman LP  
Gardner Energy Corp.  
Garza-Kodack Ltd.  
Gate Guard Services LP  
GCT Interests LP  
GE Oil & Gas Logging Services Inc.  
GE Oil & Gas Wireline Services Inc.  
Geo Steering Solutions Inc.

Geonyx Seismic Services  
George B. Pesek Revocable Trust  
Gertner, Andrew W.  
Giardinelli, Anthony  
Gipson, Judy Johnson  
Global Operator Energy Services LLC  
Global Vessel & Tank LLC  
Gonzales, County of (TX), Health  
Gonzales, County of (TX), Tax  
Grabarkievtz, Chris  
Greive, Charles Leland  
Grey Rock Energy Fund LP  
Gulf Coast Crane Services LLC  
H&C Construction Co. Inc.  
Hagens, Gloria  
Hajek, Angeline Annie  
Hall Energy Co. LLC  
Hall, Clare A.  
Hall, Sharon  
Halliburton Energy Services Inc.  
Hamon River Holdings LLC  
Harding Pump & Supply Inc.  
Harman Mineral Revocable Trust  
Harrison, County of (TX), Central Appraisal District  
Harrison, County of (TX), Tax Office  
Hat Creek Royalty Ltd.  
HC Energy LLC  
Hennessey, Michael David  
Hijet Bit LLC  
Hills Double T Ranch LP  
Horn Solutions Inc.  
Hoskins Wireline LLC  
Hybner, Diana  
Hybner, Michael  
Icarus Inc.  
II CB LPA Texas LP  
Inland Environmental  
Inspection Oilfield Services  
JAL Interests LLC  
James S. Harris Testamentary Trust  
Janak, Gerard A.  
Janak, Leo B.  
Janak, Ronald  
Janecek, Kenneth  
Janet Burnett Brown Hill Living Trust

JD Fields & Co. Inc.  
JM Oilfield Service Inc.  
JM Thibodeaux Farms LP  
Johnson Moulton Family Partnership Ltd.  
Johnson, Ellen  
Johnson, Scott  
Jones, Cecilia Ward  
Jurica, Harvey  
Jurica, Ronald J.  
J-W Power Co.  
K/C Livestock  
Kalisek, Leonard  
Kaspar, David Charles  
Kelly, Gary J.  
King Ranch Inc.  
King, Nolan Henry  
Knight Oil Tools LLC  
Kocurek, Annette Marie  
Koenning, Fred, Jr.  
Kunik Oil & Gas LP  
Kurtz, Joey  
Laguna Royalty Ltd.  
Lavaca, County of (TX), Tax Assessor  
Lawrence, Allen S., III  
Lee, Lynda Ann  
Lee, Patricia Hughes  
Lehnert, Darlene Jurica  
Liberty Energy LLC  
Lillard Wise Szygenda PLLC  
LT Energy Services  
M. McCullough Farm & Ranch LP  
Machicek, Amy J.  
Machicek, Willie A.  
Magnum Hunter Production Inc.  
Map2009  
Maresh, Anthony J.  
Marshall, Patricia Ann  
Martin, Mary Alyce  
Matias, Stanley F.  
Mayer Brown LLP  
McDaniel, Steven R.  
McHugh, Lorraine Miller  
McJunkin Red Man Corp.  
Meazle, Vernon J.  
Meridian Resource & Exploration LLC, The  
Merrill Lynch Pierce Fenner & Smith

Metropolitan Life Insurance Co.  
M-I Swaco  
Microsoft Corp.  
Migl, Adolph, Jr.  
Mikeska, Sheryl Jean  
Mississippi, State of, Tax Commission  
Moody's Investors Service Inc.  
Moore, Max  
Moulton Ranch LLC  
Mraz, Dennis  
Mraz, Mark  
Muehlstein, Daniel  
Mueller, Jerrilyn Ann  
Multi-Shot LLC  
Munson, Houston, Jr.  
Murphy, Pat M.  
Nash Trucking & Construction Ltd.  
National Oilwell Varco LP  
NEBCO Inc.  
Nelfredo Inc.  
Nettie Steen Management Trust  
Nick Timms LLC  
Nieto, Robert B.  
Nsight E&P Solutions  
NYSE Market Inc.  
Okruhlik, Lynette Elaine  
Optimum Supply Co. LLC  
Orsak, Eugene  
Orsak, Joseph D.  
Oxley Resources LLC  
P.F. Benes Family LP  
Paetec Communications Inc.  
Pandale Land & Minerals Co. LLC  
Panola-Harrison Electric Cooperative Inc.  
Panus Family Investment Trust II  
Panus, Mark J.  
Patricia M. Abbott Trust 2012  
Patterson Tubular Services  
Pavlicek, Clara E.  
Pavlock, Karen  
PBJ Farms LP  
Peak Oilfield Services Co.  
Perelman, Marsha Reines  
Perez, Thomas  
PetroChem Operating Co. Inc.  
PetroEnergy US Corp.

Petru, William D.  
Pioneer Drilling Services Ltd.  
PJP4 Fluid Management LLC  
Pospisil, Alan Roy  
Pospisil, Sandra Jean  
Power Solutions LLC  
Predator Pressure Control & Crane Services  
Premier Pipe LLC  
Priest Kainer, Carolyn Sue (Trustee)  
Process Systems  
Pro-Stim Services LLC  
Protiviti Inc.  
Quality Energy Solutions LLC  
Quest IRA Inc.  
Quinn Pumps Inc.  
R.C. Coffee Ltd.  
R.J. Lindeman Royalty LLC  
Raab, Lester W.  
Raab, Ruth M.  
Rawhide Welding Service LLC  
Reliance Standard Life Insurance Co.  
Revenew International LLC  
RGW Interests LLC  
Rhoades Price Rhoades Partnership  
Ricks Well Service LLC  
Ridout, Elizabeth Ann  
Rio Lavaca Farm Ltd.  
Risked Revenue Energy Association  
Robert Half Management Resources  
Rock Creek Ranch I Ltd.  
Rockwater South TX LLC  
Roeder, Edwarda J.  
Roeder, Janet M.  
Rolling F Farms Ltd.  
Ruckert, Robert (Trustee)  
Rush Wellsite Services LLC  
Ryan Directional Services Inc.  
Ryan LLC  
Sabine Oil & Gas LLC  
Sanchez Energy Corp.  
Schacherl, Shirley Jurica  
Schoenfeld, David  
Sciba, Cathy Culpepper  
Screened Up Oilfield Services LLC  
Scrivener Childrens Partnership Ltd.  
Search Temps LLC

Seeger Family Investments LP  
Seeger, John William  
Seidenberger, Michael  
Select Technologies Inc.  
Sestak, Charles  
Shale Hunter LLC  
Shiner Baptist Church  
Shockley, Robert R.  
Shores Lift Solutions  
Sierra Engineering LLC  
Smyser Kaplan & Veselka LLP  
SN Marquis LLC  
Solid Liberty Rental Services LLC  
Solid Liberty Services LLC  
Solomon Edwards Group LLC  
Southern Specialties Transportation  
Spann, Rodney E.  
Sparks, Jane Ann  
Spartan Flow Control Services LLC  
Spartan Well Testing Services LLC  
Speh, John C., Jr.  
Speh, John C., Jr., Trustee  
Springs, Dorothy Johnson  
Springs, Robert J.  
Sprint Energy Services LLC  
Stadler, Janette  
Standard & Poors  
Star Geophysics Inc.  
Stasny, Benjamin  
Stasny, Marvin  
Stehle Resources LLC  
Stock Gauging Service  
Strasburger & Price LLP  
Stuart, Spencer  
Sue Culpepper Mineral Trust  
Sue Culpepper Ortman Ranch Trust  
Sulphur Park LP  
Superior Slickline Services  
Suzann Cooley Richardson Trust  
Talon Development Co.  
Targac, August A.  
Technik, Ronald James  
Tetra Technologies Inc.  
Texas Energy Services LLC  
Texas Pipe & Supply Co. Inc.  
Texas, State of, Comptroller

Texas, State of  
Thomas Petroleum LLC  
Thomas Tools  
Thomas Tubing  
Thomson Reuters  
Tom F. Marsh Special Trust  
Tommy Bozka Family Trust  
Townsend Oilfield Services LP  
TPG Opportunities III Management LLC  
Tracerco  
TransZap Inc.  
Trevino, Lorenzo L., Jr.  
Tri-Co Testing  
Triple Crown Acquisitions LLC  
TRS LLC  
True Partners Consulting LLC  
Turbo-Chem International Inc.  
Turk's Welding Service  
Ultrerra Drilling Technologies LP  
United Energy Rentals  
United Rentals (North America) Inc.  
Vana, Allen J., Sr.  
Vana, David  
Vasek Zidek Investments LP  
Venable Royalty Ltd.

Venro Ltd.  
Victory Pipeline Services LLC  
Vinson & Elkins LLP  
Wachtell Lipton Rosen & Katz  
Wagner, Mary Alice  
Wagner's Mineral Trust  
Weatherford US LP  
Weber Energy Corp.  
Weiss, Elizabeth J.  
Welch, Brian T.  
Welfl, Shirley  
Welhausen Land & Cattle Company Inc.  
Werner Family Trust 2015 Life Estate, The  
Westco Family LP  
Weston Solutions Inc.  
Wild Well Control Inc.  
William Marsh Rice University  
Workstrings International LLC  
Wright & Company Inc.  
Wright, Leta Bates  
WR-Met LP  
Wunderlich, Kenneth  
X-Chem LLC  
Yamarick, Kenneth

## SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Adobe Systems Inc.	Adobe Systems, Inc.	Current
Alert Logic Inc.	Tony de Nicola WCAS Fund X WCAS Fund XI WCAS Fund XII	Closed Current Current Current
AllianceBernstein LP	AB Commercial Real Estate Debt Series 1-A AB Commercial Real Estate Debt Series 1-B AB Commercial Real Estate Debt Series 1-C AB Institutional Series B AB Institutional Series C AllianceBernstein L.P.	Current Current Current Current Current Closed
Allstate Power Vac Inc.	Kinderhook Capital Fund II, L.P. Kinderhook Industries LLC	Closed Current
Alvarez & Marsal Holdings LLC Alvarez & Marsal North America LLC	A&M Capital Partners, LLC Alvarez & Marsal Healthcare Industry Group, LLC Alvarez & Marsal Inc.	Current Current Current
American Stock Transfer & Trust Company LLC	Pacific Equity Partners Pty Limited	Closed
Anchor Oilfield Services LLC	Calumet Specialty Products Partners, L.P.	Current
Anchorage Capital Group LLC	Anchorage Capital Europe LLP Anchorage Capital Group Anchorage Capital Partners Pty Limited	Current Current Current
APG Asset Management US Inc.	APG Asset Management APG Investments US, Inc.	Current Closed
Arctic Pipe Inspection Inc.	Arctic Slope Regional Corporation	Current
Argonaut Insurance Company	Argo Group International Holdings, Ltd.	Current
Arklatex Wireline Service LLC Energy Fishing & Rental Services	Ark-La-Tex Wireline Services, LLC AWS Energy LLC	Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Inc. Predator Pressure Control & Crane Spartan Flow Control Services LLC Spartan Thru Tubing Services LLC	AWS Holdings, Inc. AWS Parent LLC Harren Equity Partners, LLC PDP Wireline, LLC Predator Pressure Control and Crane Services, LLC Spartan Energy Holdings, Inc. Spartan Energy Services, LLC Spartan Flow Control Management, LLC Spartan Flow Control Services, LLC Spartan Thru Tubing Management, LLC Spartan Thru Tubing Services, LLC Tri-State Wireline, LLC	Current Current Current Current Current Current Current Current Current Current Current Current
AT&T AT&T Mobility AT&T Mobility National Business Services	AT&T Inc. AT&T Mobility LLC AT&T Services, Inc.  DIRECTV Customer Services, Inc. DIRECTV Enterprises, LLC DIRECTV Group Holdings, LLC DIRECTV Holdings LLC DIRECTV Latin America, Inc. DIRECTV Merchandising, Inc. DIRECTV Operations LLC DIRECTV South, LLC DIRECTV Sports Network LLC DIRECTV, Inc. DIRECTV, LLC Leap Wireless SBC Internet Services, Inc. The DIRECTV Group, Inc.	Closed Closed Closed  Current Current Current Current Closed Current Current Closed Current Closed Current Closed Closed Current
Bank of America Bank of America Merrill Lynch	BA Capital Company, L.P. Banc of America Capital Investors SBIC, L.P.	Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Bank of America Merrill Lynch Proprietary Trading	BancAmerica Capital Investors SBIC II, L.P.	Current
Bank of America NA	BancBoston Ventures, Inc.	Current
Merrill Lynch Commodities Inc.	Bank of America Capital Investors	Current
Merrill Lynch Pierce Fenner & Smith	Bank of America Corporation	Current
Merrill Lynch Safekeeping	Bank of America Merrill Lynch	Current
	Bank of America Ventures	Current
	Bank of America, N.A.	Current
	Bank of America, N.A., Beijing Branch	Current
	Continental Illinois Venture Corporation	Current
	Debby Presser	Current
	Merrill Lynch (Asia Pacific) Limited	Current
	Merrill Lynch Credit Products, LLC	Current
	Merrill Lynch Far East Limited	Current
	Merrill Lynch, Pierce, Fenner & Smith, Inc.	Current
	Steven A. Mayer	Closed
Bank One NA	Banc One Capital Markets, Inc.	Current
Highbridge Capital Management LLC	Beth Cottrell	Current
J.P. Morgan Clearing Corp.	Chase Bank USA	Closed
JPMorgan Chase Bank NA	Chase Bank USA, NA	Current
JPMorgan Investment Management Inc.	Chase Paymentech Solutions LLC	Closed
JPMorgan Ventures Energy Corp.	Christina Trowbridge	Current
	Deborah Brignac	Current
	Highbridge Principal Strategies, LLC	Current
	J.P. Morgan	Closed
	J.P. Morgan Securities (Asia Pacific) Limited	Closed
	J.P. Morgan Securities Asia Pacific Limited	Current
	J.P. Morgan Securities LLC	Current
	John F. Anderson	Closed
	JP Morgan Asset Management	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	JP Morgan Limited JP Morgan Securities plc JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. Kanav Bhagat Mary Cook Whitney Cook	Current Current Current Current Closed Current Current
Barclays Bank PLC Barclays PLC	Barclays Barclays Bank plc Barclays Capital Nicholas Apostolatos Richard J. Gallivan William P. White	Current Current Current Closed Current Current
Blackhawk Specialty Tools	Bain Capital Asia Fund, L.P. Bain Capital Asia, LLC Bain Capital Europe, LLC Bain Capital Europe, LLP Bain Capital Everest Manager Holding, S.C.A. Bain Capital Everest Manager S.a.r.l. Bain Capital Fund X, L.P. Bain Capital Limited Bain Capital Ltd. Bain Capital Partners LLC Bain Capital Partners, LP Bain Capital Ventures Bain Capital, Inc. Bain Capital, Ltd. Brookside Capital Robert Morette Sankaty Advisors Ltd. Stephen M. Zide Stephen Zide	Closed Current Current Current Current Current Closed Current Closed Closed Closed Current Current Closed Closed Closed Current Current Former Current
BlackRock Advisors LLC BlackRock Inc. BlackRock Institutional Trust	BlackRock Kelso Capital	Current



Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
BlueMountain Capital Management LLC	BlueMountain Capital Management L.P.	Current
BNP Paribas Energy Trading GP BNP Paribas Prime Brokerage Inc.	Bank of the West BNP Paribas Capital (Asia Pacific) Limited BNP Paribas S.A. BNP Paribas Securities (Asia) Limited	Current Closed Current Closed
BOS Solutions Inc. NCS Multistage LLC	Advent International Advent Private Capital Pty Ltd. Frederic Court	Current Current Closed
Bourland & Leverich Supply Co. LLC Pacific Summit Energy LLC Premier Pipe LLC	Midas, Inc. Sumitomo Corporation of America	Closed Closed
BP Energy Co. BP Products North America Inc.	Amoco Corporation Amoco Endicott Pipeline Company Amoco Oil Company Boron Oil Company BP America - Deepwater BP America - Internal Audit Group BP America - Tank Fund BP America Inc. BP America Production Company BP America Production Company Inc. BP America, Inc. BP American Petroleum Company BP American Production Co. BP Amoco Chemical Company BP Amoco Corporation BP Amoco plc BP Biofuels North America LLC BP Canada Energy BP Company North America Inc. BP Corporation North America, Inc. BP Energy Company BP Exploration (Alaska) Inc. BP Exploration and Development	Current Current Current Current Current Former Current Current Current Former Current Current Current Closed Current Current Current Current Former Current Current Former Current Current Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Inc. BP Exploration and Production Company BP Exploration and Production Inc. BP Exploration Mexico Limited, S.A. de C.V. BP Exploration Operating Company BP Global BP Holdings North America Ltd. BP International Ltd. BP Marine Ltd. BP Mexico Holding Company, S.A. de C.V. BP North America Inc. BP North America Production Company BP Pipelines (North America) BP plc BP Production Company BP Products North America Inc. BP Transportation (Alaska) Inc. BP Trinidad and Tobago LLC BP West Coast Products LLC Butamax Advanced Biofuels LLC Standard Oil (Indiana) Standard Oil Company Standard Oil of Ohio	Current  Current Current  Former Former Current Former Current Current  Former Former  Former Current Current Current Current Current Current Current Current Current
Brickman Fast Line Inc. HB Rentals LC Integrated Production Services Inc. Stride Well Service Company Inc. Superior Energy Services Inc. Warrior Energy Services Corp. Wild Well Control Inc. Workstrings International LLC	Superior Energy Services, Inc.	Former
Burlington Resources Oil & Gas Burlington Resources Oil & Gas Company LP	ConocoPhillips Company ConocoPhillips Norway	Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Conocophillips Co.		
Capital One NA	Capital One Bank (USA) Capital One Financial Corporation Capital One National Association	Current Current Current
CIMA Energy Ltd.	Mechanical Dynamics & Analysis, Ltd.	Current
Citibank Citigroup Citigroup Global Markets Inc.	Citibank Citicorp Mezzanine III, L.P. Citigroup Global Markets Asia Limited Citigroup Global Markets Inc. Citigroup Global Markets Ltd. Citigroup Global Markets Realty Corp. Citigroup Inc. Citigroup Venture Capital International Growth Partnership (Employee) II, L.P.	Current Closed Current Current Current Closed Current Current
Contrarian Capital Management LLC	Contrarian Capital Management LLC	Former
Credit Suisse AG, Cayman Islands Branch Credit Suisse Securities USA LLC	Credit Suisse Credit Suisse (Hong Kong) Limited Credit Suisse Securities (USA) LLC Credit Suisse Securities Europe Ltd.	Closed Current Current Current
Danlin Industries Corp.	ACP Production Chemicals Platform Holdings, LLC Arsenal Capital Partners Jeffrey Kovach John Yiannikis Televantos Stephen M. McLean Terrence M. Mullen Timothy J. Zappala	Current Current Current Current Current Current Former
Dart-Kinder Morgan-Tenn Gas Pipeline Co.	NGPL HoldCo LLC	Current
Delta Dental of Pennsylvania	Delta Dental of California	Current
Direct Energy Business Marketing LLC	Centrica Plc	Closed
Epiq Systems Inc.	EPIQ Systems, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Exco Production Co. LP	EXCO Production Company (PA), LLC	Current
	EXCO Production Company (WV), LLC	Current
	EXCO Resources (PA), LLC	Current
	EXCO Resources, Inc.	Current
Express Energy Services Operating LP	Apollo Global Management, LLC	Current
	Apollo Investment Management	Current
	Apollo Management	Closed
	Apollo Management International LLP	Current
Federal Insurance Company	2010-1 SFG Venture LLC	Current
	ACE Investment Fund LP	Current
Forest Oil Corp. Sabine Oil & Gas LLC	Giant Gas Gathering LLC	Current
	Sabine Bear Paw Basin LLC	Current
	Sabine East Texas Basin LLC	Current
	Sabine Mid-Continent Gathering LLC	Current
	Sabine Oil & Gas Corporation	Current
	Sabine Oil & Gas Finance Corp.	Current
	Sabine South Texas Gathering LLC	Current
	Sabine South Texas LLC	Current
	Sabine Williston Basin LLC	Current
GE Capital Ricoh USA Program GE Oil & Gas Logging Services Inc. GE Oil & Gas North America GE Oil & Gas Pressure Control LP GE Oil & Gas Wireline Services Inc. Lufkin Industries LLC Quinn Pumps Inc.	Arc Logistics Partners LP	Current
	General Electric Company	Current
	Lightfoot Capital Partners	Current
Globe Energy Services LLC	Globe Energy Services, LLC	Current
Goldman Sachs Ipreo LLC	Goldman Sachs	Current
	Goldman Sachs (Asia) LLC	Current
	Goldman Sachs International	Former
	Goldman Sachs International Ltd.	Closed
	Goldman Sachs Trust Company of Delaware	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Ipreo Ltd. Ipreo Parent Holdco LLC	Current Current
Guggenheim Funds Investment Advisors LLC	Guggenheim Corporate Funding LLC Guggenheim Securities, LLC	Current Closed
ICS Opportunities Ltd. Integrated Assets Ltd. Integrated Core Strategies US LLC Millennium International Management GP LLC Millennium International Management LP Millennium Management LLC	Integrated Asset Management plc Millennium Management LLC Millennium Partners, L.P.	Closed Closed Current
Integrity Directional Services Inc.	Falcon Investment Advisors, LLC	Closed
Ipreo LLC Twin Eagle Resource Management LLC	Blackstone Capital Partners IV L.P. Blackstone Capital Partners VI L.P.  Blackstone Energy Partners L.P. Blackstone Holdings I L.P. Blackstone Holdings I/II GP, Inc. Blackstone Holdings II L.P. Blackstone Holdings III GP L.L.C. Blackstone Holdings III L.P. Blackstone Holdings IV GP L.P. Blackstone Holdings IV L.P. Blackstone Holdings V GP L.P. Blackstone Holdings V L.P. Blackstone Hospitality Acquisitions, LLC Blackstone Management Associates VI L.L.C. Blackstone Management Energy Associates L.L.C. Blackstone Mezzanine Partners, L.P. Blackstone Real Estate Partners IV L.P.	Former Closed  Closed Former Former Former Former Former Former Former Former Former Former Closed Closed Closed Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Tactical Opportunities Advisors GSO Capital Partners Huntley & Huntley Energy Exploration, LLC Ipreo Ltd. Ipreo Parent Holdco LLC Jason New LLOG Bluewater, LLC The Blackstone Group The Blackstone Group International Partners LLP	Closed Current Former Current Current Closed Current Current Current
Irongate Tubular Services LLC n/k/a IronGate Energy Services LLC	Clearlake Capital Group, L.P.	Current
Janus Capital Management LLC	Janus Capital Group, Inc. Janus Holdings, Inc. Janus International Corporation Saw Mill Capital Investors, LP Saw Mill Capital LLC Saw Mill Capital Partners, LP SMC Executive Investors	Current Current Current Current Current Current Current
Jefferies LLC	Jefferies Hong Kong Limited Jefferies LLC William Jennings	Current Current Current
KPMG LLP	KPMG LLP KPMG LLP (Canada) KPMG Services (Proprietary) Limited	Current Current Closed
Macquarie Energy LLC	Alex W. Wei Macquarie Agricultural Funds Management Limited Macquarie CAF LLC Macquarie Capital Funds Inc. Macquarie Capital Group Limited Macquarie Capital Group Limited (U.K. Branch) Macquarie Capital Securities Limited	Closed Current Current Current Closed Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Macquarie Capital USA Inc.	Current
	Macquarie Corporate & Asset Finance	Current
	Macquarie Global Opportunities Partners	Closed
	Macquarie Infrastructure & Real Assets (Europe) Limited	Current
	Macquarie Infrastructure and Real Assets, Inc.	Current
	Macquarie Infrastructure Partners II International, L.P.	Closed
	Macquarie Infrastructure Partners III, L.P.	Current
	Macquarie Infrastructure Partners Inc.	Current
	Macquarie New York Parking 2, LLC	Current
	William L. Eckmann	Closed
Magnum Hunter Production Inc. Shale Hunter LLC	54NG, LLC	Current
	Alpha Hunter Drilling, LLC	Current
	Arkoma Gathering, LLC	Current
	Bakken Hunter Canada, Inc.	Current
	Daugherty Petroleum N.D. Ventures, LLC	Current
	Energy Hunter Securities, Inc.	Current
	Hunter Aviation, LLC	Current
	Hunter Real Estate, LLC	Current
	Magnum Hunter Marketing, LLC	Current
	Magnum Hunter Midstream, LLC	Current
	Magnum Hunter Production, Inc.	Current
	Magnum Hunter Resources Corporation	Current
	Magnum Hunter Resources GP, LLC	Current
	Magnum Hunter Resources, L.P.	Current
	Magnum Hunter Services, LLC	Current
	MHR Management, LLC	Current
	NGAS Gathering, LLC	Current
	NGAS Hunter, LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	NSE Hunter, LLC	Current
	Outback Shale Hunter Pty, Ltd.	Current
	PRC Williston LLC	Current
	Sentra Corporation	Current
	Shale Hunter, LLC	Current
	Triad Holdings, LLC	Current
	Triad Hunter Gathering, LLC	Current
	Triad Hunter, LLC	Current
	Viking International Resources Co., Inc.	Current
	VIRCO Pipeline of Ohio, LLC	Current
	VIRCO Pipeline of West Virginia, LLC	Current
	Williston Hunter ND, LLC	Current
Marathon Asset Management LP	Marathon Asset Management, LP	Current
Marubeni Eagle Ford LP Marubeni Oil & Gas Inc.	Marubeni Power International, Inc.	Current
McJunkin Red Man Corp. MRC Global Inc.	MRC Global (US) Inc.	Current
Metropolitan Life Insurance Co.	MetLife, Inc.	Current
M-I Swaco	Schlumberger Limited	Current
Schlumberger Technology Corp.	Schlumberger Technology	Current
Schlumberger US Land	WesternGeco LLC	Current
Shores Lift Solutions		
Smith International Inc.		
Thomas Tools		
Thomas Tubing		
Microsoft Corp.	Arthur de Haan	Closed
Midstate Environmental Services LP	Pegasus Partners V, L.P.	Current
Morgan Stanley & Company LLC	Confidential Engagement	Closed
Morgan Stanley Smith Barney	Morgan Stanley & Co. International plc	Closed
Morgan Stanley Wealth Management	Morgan Stanley AIP Phoenix Global Real Estate Secondaries 2009 L.P.	Closed
	Morgan Stanley Asia Limited	Current
	Morgan Stanley Capital Partners	Closed



Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Morgan Stanley Investment Management Limited	Current
	Morgan Stanley Mezzanine Partners	Current
	Morgan Stanley Private Equity	Closed
	Morgan Stanley Real Estate Investments	Current
	Morgan, Stanley & Co.	Current
	PDT Partners, LLC	Closed
Moody's Investors Service Inc.	MIS Asset Holdings Inc.	Closed
	Moody's Analytics, Inc.	Closed
	Moody's Investors Service, Inc.	Current
	Moody's Shared Services, Inc.	Closed
NYSE Market Inc.	NYSE Euronext	Closed
Oracle Corp.	Oracle America Inc.	Current
	Oracle Corporation	Current
Pacific Investment Management Co.	Allianz Infrastructure Partners GmbH	Current
	Deeside Investments, Inc.	Closed
	Donald Suskind	Current
	Pacific Investment Management Company, LLC	Current
Paetec Communications Inc.	Windstream Holdings, Inc.	Closed
Paulson & Co. Inc.	Paulson & Company, Inc.	Current
	Paulson Real Estate Fund II, LLC	Current
Petrohawk Properties LP	BHP Billiton Limited	Current
	BHP Billiton Petroleum (KCS Resources), LLC	Current
	BHP Billiton Petroleum (TXLA Operating) Company	Current
	BHP Billiton Petroleum Properties (N.A.), L.P.	Current
	KCS Resources LLC	Current
	Petrohawk Operating Company	Current
	Petrohawk Properties L.P.	Current
Phillips 66 Company	Phillips 66 Company	Current
	Phillips 66 GmbH	Current
Pilot Thomas Logistics LLC	FJ Management Inc.	Closed
Simons Petroleum LLC	Maxum Petroleum, Inc.	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Pine River Capital Management LP	Pine River Capital Management	Closed
PineBridge Investments LLC	FWD Group Innovation Holdings Limited	Current
	FWD Group Limited	Current
	FWD Life Insurance Company (Bermuda) Limited	Current
	Pacific Century Diversified Limited	Current
	Pacific Century Group Holdings HK Limited	Closed
	Pacific Century Group Holdings Limited	Current
	Pacific Century Regional Developments Limited	Current
	PCCW Limited	Closed
	PCCW Mobile HK Limited	Closed
	PCG International Holdings Limited	Closed
	PineBridge Investments	Closed
	Richard Li	Current
	Web Commerce Limited	Closed
PJT Partners LP	Park Hill Group LLC	Current
Propetro Services Inc.	ADA Carbon Solutions, LLC	Closed
	Energy Capital Partners	Current
Protective Industries Inc.	Windjammer Capital Investors	Current
QC Energy Resources	Apax Europe VII-1, L.P.	Closed
	Apax Europe VII-A, L.P.	Closed
	Apax Europe VII-B, L.P.	Closed
	Apax Partners Ltd.	Current
	Apax US VII, L.P.	Closed
	Quality Distribution Inc.	Current
Q'Max America Inc.	Palladium Equity Partners	Current
Quorum Business Solutions (USA) Inc.	QBS Parent, Inc.	Closed
SolarWinds Inc.	Silver Lake Kraftwerk	Closed
	Silver Lake Kraftwerk Fund, L.P.	Closed
	Silver Lake Partners L.P.	Current
	Silver Lake Sumeru	Current
	Silver Lake Technology Management LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	SolarWinds Intermediate Holdings I, Inc.	Current
	SolarWinds Intermediate Holdings II, Inc.	Current
	SolarWinds, Inc.	Current
RBC Capital Markets LLC	BlueBay Asset Management Services Ltd	Current
RBC Dominion Securities Inc.	RBC Capital Markets Corporation	Closed
RBC Dominion Securities LLC	RBC Wealth Management	Current
Royal Bank of Canada	Royal Bank of Canada	Current
Royal Bank of Canada Capital Markets LLC		
RBS Capital Markets	Greenwich Capital Financial Products Inc.	Current
	Greenwich Capital Markets, Inc.	Current
	RBS Americas	Closed
	RBS Asset Management Ltd.	Closed
	RBS Greenwich Capital	Current
	RBS Securities, Inc.	Current
	RBS Special Opportunities Fund A LP	Closed
	RBS Special Opportunities Fund B LP	Closed
	RBS Special Opportunities Fund C LP	Closed
	RBS Special Opportunities Fund D LP	Closed
	RBS Special Opportunities Fund Employee LP	Closed
	Royal Bank of Scotland	Current
	Royal Bank of Scotland Group	Current
	Royal Bank of Scotland plc	Current
Revenew International LLC	Levine Leichtman Capital Partners, Inc.	Current
	Mark Thierer	Current
	Nasrin Thierer	Current
Rig Runners Inc.	Prism Capital	Closed
RLI Insurance Co.	RLI Corporation	Closed
Ryan LLC	Ryan Excise Tax Services, LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Sanchez Energy Corp.	Sanchez Capital Advisors Sanchez Energy Corporation SR Acquisition I, LLC	Current Current Current
Santander Bank NA	Santander Asset Management, USA LLC Santander Bank, N.A. Santander Consumer Finance, S.A. Santander Consumer USA Holdings Inc.	Current Current Closed Current
Sard Verbinen & Co. Ltd.	Paul Verbinen Sard Verbinen & Co.	Closed Current
SKY Harbor Capital Management LLC	Stone Point Capital LLC	Current
SMH Capital Advisors Inc.	Lee Equity Partners, LLC	Current
Societe Generale SA	Robert A. Day	Current
SolarWinds Inc.	Orlando Bravo Paul Holden Spaht, Jr. Project Aurora Parent, Inc. Scott Crabill SolarWinds Intermediate Holdings I, Inc. SolarWinds Intermediate Holdings II, Inc. SolarWinds, Inc. Thoma Bravo Fund X, L.P. Thoma Bravo, LLC Thoma Bravo, LLC	Current Current Current Current Current Current Current Closed Current Current
Soros Fund Management LLC	David Wassong Leonard A. Potter Soros Fund Management LLC Soros Strategic Partners, L.P.	Current Current Current Closed
Southcross Marketing Company Ltd.	EIG Global Energy Partners Southcross Energy Partners GP, LLC Southcross Energy Partners, L.P. Southcross Holdings Borrower GP LLC	Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Southcross Holdings Borrower L.P. Southcross Holdings Guarantor GP LLC	Current Current
Stallion Oilfield Construction LLC Stallion Oilfield Services Ltd.	Cascade Production LLC Riverstone Holdings LLC	Current Former
Statoil Natural Gas LLC	Statoil Gulf of Mexico Statoil Gulf Services L.L.C. Statoil USA Onshore Properties Inc.	Closed Current Current
Sterling Crane LLC	Berkshire Hathaway Energy Co. BNSF Railway Charter Brokerage Holdings Corp. McLane Company, Inc. McLane Southern, Inc.	Current Current Closed Current Closed
Strategic Value Partners LLC	Strategic Value Master Fund, Ltd. Strategic Value Partners (UK) LLP Strategic Value Partners, LLC Strategic Value Special Situations Master Fund III, L.P. Strategic Value Special Situations Offshore Fund III-A, L.P.	Current Current Current Current Current
Suntrust Bank	SunTrust Bank SunTrust Banks, Inc.	Current Current
Talen Energy Marketing LLC	Talen Energy Corporation	Current
Texas ReExcavation LC	B. James Ford GFI Energy Group of Oaktree Capital Management Jordon Kruse Oaktree Capital Management UK LLP Oaktree Capital Management, L.P. Oaktree Strategic Credit OCM Mezzanine Fund Ronald N. Beck Stephen Kaplan	Closed Current  Current Closed Current Current Closed Current Closed
TNT Crane & Rigging Inc.	AMCI Capital L.P. First Reserve Fund XII, L.P. Mark B. Florian	Current Current Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Total Gas & Power North America Inc.	Total E&P USA, Inc.	Current
Total Safety US Inc.	Warburg Pincus, LLC	Current
TPG Opportunities III Management LLC	Evolution Media Growth Partners LLC	Current
TPG Special Situation Partners LLC	M West REIT, Inc.	Current
	TPG Alternative and Renewable Technologies Fund	Closed
	TPG Biotechnology Partners II, L.P.	Closed
	TPG Global, LLC	Closed
	TPG Growth, LLC	Current
	TPG Opportunities II Management, LLC	Closed
	TPG Real Estate	Former
	TPG Real Estate Partners II, LP	Current
	TPG Special Situations Partners, LLC	Current
Transzap Inc.	Accel-KKR LLC	Current
	Oildex	Current
	Rob Palumbo	Current
	Thomas C. Barnds	Current
	TransZap, Inc.	Current
Travelers Casualty & Surety Company of America	The Travelers Companies, Inc.	Current
Travelers Property Casualty Company of America		
True Partners Consulting LLC	True Partners Consulting	Current
UBS O'Connor LLC	Adam Galaburda	Closed
Union Bank of Switzerland Securities LLC	Kerry F. Zinn	Current
	Seema Khanna	Current
	UBS AG	Closed
	UBS AG, Hong Kong	Current
	UBS AG, Hong Kong Branch	Closed
	UBS AG, London Branch	Current
	UBS Asset Management Funds Limited	Current
	UBS Financial Services, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	UBS Fund Services (Cayman) Ltd. UBS Global Asset Management Americas UBS Global Asset Management Inc. UBS Investment Bank UBS O'Connor LLC UBS Securities Hong Kong Limited UBS Securities LLC UBS Warburg	Closed Closed Current Current Current Current Current Current
United Services Automobile Association Asset Management Co.	USAA Real Estate Company	Current
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, Occupational Health & Safety Administration United States, Government of the, Department of the Interior, Bureau Of Indian Affairs United States, Government of the, Department of the Interior, Bureau of Indian Affairs, Concho Agency Office 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 Interior, Office of Natural Resources Revenue United States, Government of the, Department of the Treasury United States, Government of the, Department of Transportation	2010-1 SFG Venture LLC Jet Propulsion Laboratory John Casani Konstantina Diamantopoulos United States Department of Homeland Security	Current Closed Closed Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
<p>United States, Government of the, Department of Transportation, Pipeline &amp; Hazardous Materials Safety Administration</p> <p>United States, Government of the, Environmental Protection Agency</p> <p>United States, Government of the, Equal Employment Opportunity Commission</p> <p>United States, Government of the, Internal Revenue Service</p> <p>United States, Government of the, Securities &amp; Exchange Commission</p> <p>United States, Government of, Department of the Interior, Bureau of Land Management</p>		
<p>UV Logistics LLC d/b/a United Vision Logistics</p>	<p>United Vision Logistics</p> <p>UV Logistics Holding Corp.</p> <p>UVL Acquisition Holding, LLC</p>	<p>Current</p> <p>Current</p> <p>Current</p>
<p>Verizon Wireless</p>	<p>Empire City Subway Company</p> <p>GTE Corporation</p> <p>GTE Wireless</p> <p>Lowell C. McAdam</p> <p>MCI Communications Services, Inc.</p> <p>Verizon Business Global LLC</p> <p>Verizon Communications Inc.</p> <p>Verizon Enterprise Solutions, LLC</p> <p>Verizon New England, Inc.</p> <p>Verizon New York, Inc.</p> <p>Verizon North Inc.</p> <p>Verizon North Inc. - PA</p> <p>Verizon Pennsylvania Inc.</p> <p>Verizon Washington, D.C., Inc.</p> <p>Verizon Wireless</p>	<p>Current</p> <p>Closed</p> <p>Current</p> <p>Former</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Current</p> <p>Former</p>
<p>Weatherford Artificial Lift System Inc.</p>	<p>Darryl Kitay</p>	<p>Current</p>



Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Weatherford Artificial Lift Systems LLC Weatherford International Lift Systems LLC Weatherford International LLC Weatherford US LP		
Wells Fargo Wells Fargo Bank NA Wells Fargo Bank National Association Wells Fargo NA Wells Fargo Securities LLC	Norwest Venture Partners Philip Tretiak Wachovia Investors, Inc.  Wells Fargo Wells Fargo Bank, N.A. Wells Fargo Securities LLC WFC Holdings Corporation	Current Current Current  Closed Current Current Current
Willis Group Holdings PLC Willis of Pennsylvania Inc. Willis of Texas Inc. Willis Towers Watson PLC	John T. Greene	Current
Zayo Group LLC	Constantine S. Mihas David A. Donnini Golder, Thoma, Cressey, Rauner, Inc. GTCR Fund IX/A, L.P. GTCR Fund VI, L.P. GTCR Partners VI, L.P. GTCR, LLC Josh M. Earl Mark M. Anderson Sean L. Cunningham	Current Former Closed  Current Current Current Current Current Former Current
Confidential Engagement	Confidential Engagement	Current
Confidential Engagement	Confidential Engagement	Current

**EXHIBIT C**

**Cloues 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**  
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- and -

James H.M. Sprayregen, P.C.  
Justin R. Bernbrock (admitted *pro hac vice*)  
Benjamin M. Rhode (admitted *pro hac vice*)  
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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> , <sup>1</sup>	)	Case No. 16-32395 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DECLARATION OF EDWARD B. CLOUES II IN SUPPORT  
OF THE DEBTOR'S APPLICATION FOR THE ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND  
& ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP AS  
ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION  
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

<sup>1</sup> 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, Edward B. Cloues II, Chairman of the Board of Directors and Interim Chief Executive Officer of Penn Virginia Corporation, being duly sworn, state the following under penalty of perjury:

1. I am the Chairman of the Board of Directors and Interim Chief Executive Officer of Penn Virginia Corporation located at Four Radnor Corporate Center, Suite 200, 100 Matsonford Road, Radnor, Pennsylvania 19087.

2. I submit this declaration (the “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the “Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.

#### **The Debtors’ Selection of Counsel**

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings. Using this review process, the Debtors interviewed two firms to serve as potential bankruptcy counsel.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors’ business operations and many of the potential

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

### **Rate Structure**

6. In my capacity as Interim Chief Executive Officer of Penn Virginia Corporation, I (along with Penn Virginia Corporation's General Counsel) am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I (along with Penn Virginia Corporation's General Counsel) am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

### **Cost Supervision**

7. The Debtors have approved the prospective budget and staffing plan for the period from May 12, 2016 to August 31, 2016, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

*[Remainder of Page Intentionally Left Blank]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: May 23, 2016

Respectfully submitted,



---

Edward B. Cloues II  
Penn Virginia Corporation  
Chairman of the Board of Directors and  
Interim Chief Executive Officer