

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

In re

) Chapter 11

SOUTHLAND ROYALTY COMPANY)
LLC,

) Case No. 20-10158 (____)

) Debtor.¹
)

**APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF PETITION DATE**

Southland Royalty Company LLC (the “**Debtor**”) submits this application (this “**Section 156(c) Application**”), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), seeking entry of an order, substantially in the form attached hereto as Exhibit A (the “**Order**”), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as the claims and noticing agent in the Debtor’s chapter 11 case effective as of the Petition Date (as defined below). In support of this Section 156(c) Application, the Debtor relies upon the *Declaration of Kate Mailloux in Support of Application of Debtor for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of Petition Date* (the “**Mailloux Declaration**”), a copy of which is attached hereto as Exhibit B. In further support of this Section 156(c) Application, the Debtor respectfully states as follows:

¹The last four digits of the Debtor’s United States federal tax identification number are 8522. The Debtor’s mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

Jurisdiction and Venue

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and, under Local Rule 9013-1(f), the Debtor consents to the entry of a final order by the Court in connection with this Section 156(c) Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. The legal predicates for the relief requested herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, Local Rule 2002-1(f), and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Office of the Clerk of the Bankruptcy Court (the "**Clerk**") on February 1, 2012 (the "**Claims Agent Protocol**").

Background

2. On January 27, 2020 (the "**Petition Date**"), the Debtor filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case. As of the date hereof, no creditors' committee has been appointed.

3. Additional information regarding the Debtor's business, capital structure, and the commencement of this chapter 11 case is set forth in the *Declaration of Frank A. Pometti in Support of Voluntary Petition, First Day Motions and Applications* (the "**First Day Declaration**"), which was filed contemporaneously with this Section 156(c) Application and is incorporated herein by reference.

Relief Requested

4. By this Section 156(c) Application, the Debtor seeks entry of the Order appointing Epiq to act as the claims and noticing agent in the Debtor's chapter 11 case (the "***Claims and Noticing Agent***") and allowing it to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtor's chapter 11 case, effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain Standard Services Agreement between Epiq and the Debtor, dated as of January 1, 2020 (the "***Retention Agreement***"),² a copy of which is attached hereto as Exhibit C. Notwithstanding the terms of the Retention Agreement, the Debtor is seeking to retain Epiq solely on the terms set forth in this Section 156(c) Application and the Order.

5. By separate application, the Debtor will seek authorization to retain and employ Epiq as administrative advisor in this chapter 11 case, pursuant to section 327(a) of the Bankruptcy Code, as the administration of this chapter 11 case may require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

Epiq's Qualifications and Need for Epiq's Services

6. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in

²Epiq has agreed to provide claims and noticing services to the Debtor at the rates in accordance with the Retention Agreement, including any applicable agreed upon discounts. Epiq may provide such services at the same rates to counsel for any official committee appointed in this chapter 11 case, and any other party in interest upon request.

numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.³

7. The appointment of Epiq as the Claims and Noticing Agent in this chapter 11 case will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of this chapter 11 case, and relieve the Clerk of these administrative burdens. The Debtor believes that the appointment of Epiq as the Claims and Noticing Agent will thus serve to maximize the value of the Debtor's estate for all stakeholders.

Scope of Services

8. This Section 156(c) Application pertains only to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Retention Agreement but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Section 156(c) Application or by the Order. Specifically, Epiq will perform the following tasks in its role as the Claims and Noticing Agent, as well as all quality control relating thereto (collectively, the "***Claims and Noticing Services***"), to the extent requested by the Debtor:

- (a) Prepare and serve required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including, if applicable, (i) notice of the commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to

³See, e.g., *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul. 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun. 10, 2019); *In re Kona Grill, Inc.*, Case No. 19-10953 (CSS) (Bankr. D. Del. Apr. 30, 2019); *In re WMC Mortg., LLC*, Case No. 19-10879 (CSS) (Bankr. D. Del. Apr. 23, 2019); *In re F+W Media, Inc.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 10, 2019); *In re Avadel Specialty Pharmaceuticals, LLC*, Case No. 19-10248 (CSS) (Bankr. D. Del. Feb. 06, 2019); *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018); *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 8, 2017); and *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 20, 2017).

transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;

- (b) If applicable, maintain an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively, the "***Schedules***"), listing the Debtor's known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within 7 business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtor (the "***Claims Register***") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;

- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq's offices, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- (r) Monitor the Court's docket in this chapter 11 case and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- (s) If this chapter 11 case is converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within 3 days of the notice to Epiq of entry of the order converting the case;
- (t) 30 days prior to the close of this chapter 11 case, to the extent practicable, request that the Debtor submits to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;
- (u) Within 7 days of notice to Epiq of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the case; and
- (v) At the close of this chapter 11 case, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the

Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

9. The Claims Register will be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

Compensation

10. The Debtor is proposing to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the Retention Agreement, including any applicable agreed upon discounts. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court.

11. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of Delaware (the "***U.S. Trustee***"), counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Retention Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

12. Before the Petition Date, the Debtor provided Epiq a retainer in the amount of \$50,000. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer will be replenished to the original retainer amount of \$50,000 and, thereafter, to hold the retainer as

security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

13. Additionally, under the terms of the Retention Agreement, the Debtor has agreed, subject to certain exceptions, to indemnify, defend, and hold harmless Epiq and its affiliates, parent, officers, members, directors, agents, representatives, managers, consultants, and employees, under certain circumstances specified in the Retention Agreement, except in circumstances resulting from Epiq's gross negligence or willful misconduct or as otherwise provided in the Retention Agreement or the Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this chapter 11 case.

Epiq's Disinterestedness

14. Although the Debtor does not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Mailloux Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtor;
- (b) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;

- (c) By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- (d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq will be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case will be at the expense of the Clerk’s office.

16. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Basis for Relief Requested

17. The Court is permitted to appoint Epiq as Claims and Noticing Agent in this chapter 11 case. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the

costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c).” Del. Bankr. L.R. 2002-1(f).

18. The appointment of Epiq as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of this chapter 11 case, and will relieve the Clerk’s office of administrative burdens. For these reasons, the Debtor respectfully submits that Epiq’s appointment as Claims and Noticing Agent is necessary and in the best interests of the Debtor and its estate and will serve to maximize the value of the Debtor’s estate for all stakeholders.

Compliance with Claims Agent Protocol

19. The Debtor’s selection of Epiq to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol, in that the Debtor has obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtor submits, based on all engagement proposals obtained and reviewed, that Epiq’s rates are competitive and reasonable given Epiq’s quality of services and expertise.

Relief as of Petition Date Is Appropriate

20. In accordance with the Debtor’s request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtor would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated

for services rendered before approval of this Section 156(c) Application. The Debtor believes that no party in interest will be prejudiced by the granting relief as of the Petition Date as proposed in this Section 156(c) Application, because Epiq has provided and continues to provide valuable services to the Debtor's estate during the interim period.


21. Accordingly, the Debtor respectfully requests entry of the Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

Notice

22. Notice of this Section 156(c) Application will be provided to: (i) the U.S. Trustee; (ii) Willkie Farr & Gallagher LLP, as counsel to Citibank as agent under the DIP Facility and the Debtor's prepetition credit agreement, 787 Seventh Avenue, New York, NY 10019-6099, Attn: Ana Alfonso and Ciara A. Copell; (iii) Bracewell LLP, as counsel to Citibank, 711 Louisiana Street, Suite 2300, Houston, TX 77002-2770, Attn: Kate H. Day and Emily Banse; (iv) Richards Layton & Finger LLP, as counsel to Citibank, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: John Knight and Amanda Steele; (v) the 20 largest unsecured creditors of the Debtor; (vi) the Internal Revenue Service; (vii) the Office of the United States Attorney for the District of Delaware; (viii) the Banks; and (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Section 156(c) Application is seeking "first day" relief, the Debtor will serve copies of this Section 156(c) Application and any order entered in respect of this Section 156(c) Application as required by Local Rule 9013-1(m). The Debtor respectfully submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE the Debtor respectfully request entry of the Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 27, 2020
Wilmington, DE



FRANK A. ROMETTI
Chief Restructuring Officer
Southland Royalty Company LLC

EXHIBIT A

Proposed Order

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

)	
In re)	Chapter 11
)	
SOUTHLAND ROYALTY COMPANY)	Case No. 20-10158 (____)
LLC,)	
)	
Debtor. ¹)	Ref. Docket No. ____
)	

**ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF PETITION DATE**

Upon the application (the “***Section 156(c) Application***”)² of the Debtor for entry of an order, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1(f), appointing Epiq Corporate Restructuring, LLC (“***Epiq***”) as the Claims and Noticing Agent in the Debtor’s chapter 11 case effective as of the Petition Date, to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtor’s chapter 11 case, and (iii) provide such other administrative services as required by the Debtor that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Section 156(c) Application; and upon the First Day Declaration; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C.

¹The last four digits of the Debtor's United States federal tax identification number are 8522. The Debtor's mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

²Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

§ 157(b)(2)(A) and that this Court may enter a final order consistent with Article III of the United States Constitution; and proper and adequate notice of the Section 156(c) Application and the hearing thereon having been given; and it appearing that no other or further notice being necessary; and this Court having reviewed the Section 156(c) Application and a hearing having been held; and it appearing that the legal and factual bases set forth in the Section 156(c) Application to establish just cause for the relief granted herein; and this Court having determined that the relief sought in the Section 156(c) Application is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Section 156(c) Application is granted as set forth herein.
2. Notwithstanding the terms of the Retention Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted solely as set forth in this Order and solely with respect to the Claims Management and Noticing services set forth in the Services Schedule attached to the Retention Agreement.
3. Pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(f), the Debtor is authorized to retain Epiq as Claims and Noticing Agent in this chapter 11 case, effective as of the Petition Date, under the terms of the Retention Agreement, and Epiq is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record and otherwise administer the proofs of claim filed in this chapter 11 case, and perform all related tasks as set forth in the Section 156(c) Application.
4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case, and is authorized and

directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. Epiq is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

7. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtor is authorized to compensate Epiq in accordance with the Retention Agreement, including any applicable agreed upon discounts, upon receipt of reasonably detailed monthly invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtor, the U.S. Trustee, counsel for the Debtor, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Retention Agreement or monthly invoices, and the parties may seek resolution of the matter from this Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Epiq's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtor's chapter 11 estate.

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$50,000 and thereafter Epiq may hold the retainer during this chapter 11 case as security of payment of Epiq's final invoice for services rendered and expenses incurred under the Retention Agreement.

13. The Debtor is authorized to indemnify Epiq under the terms of the Retention Agreement, subject to the following modifications:

- (a) Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Retention Agreement for services other than the Claims and Noticing Services provided under the Retention Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- (b) Notwithstanding anything to the contrary in the Retention Agreement, the Debtor shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Retention Agreement as modified by this Order;
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, Epiq believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Retention Agreement (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtor may not pay any such amounts to Epiq before the entry of an order by this Court

approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

14. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

15. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

16. Epiq shall not cease providing Claims and Noticing Services during this chapter 11 case for any reason, including nonpayment, without an order of the Court.

17. In the event of any inconsistency between the Retention Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

18. The Debtor and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order.

19. This Court will retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2020
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Mailloux Declaration

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

In re

Chapter 11

SOUTHLAND ROYALTY COMPANY
LLC,

Case No. 20-10158 ()

Debtor.¹

**DECLARATION OF KATE MAILLOUX IN SUPPORT
OF APPLICATION OF THE DEBTOR FOR ENTRY OF ORDER
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF PETITION DATE**

I, Kate Mailloux, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Senior Director with Epiq Corporate Restructuring, LLC (“***Epiq***”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (this “***Declaration***”) in support of the *Application of the Debtor for Entry of Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of Petition Date* (the “***Section 156(c) Application***”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in

¹The last four digits of the Debtor's United States federal tax identification number are 8522. The Debtor's mailing address is 400 West 7th Street, Fort Worth, Texas 76102.

²Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

numerous recent cases of varying size and complexity, including the following recent cases filed in this District: *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul 30, 2019); *In re: HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun 10, 2019); *In re: Kona Grill, Inc.*, Case No. 19-10953 (CSS) (Bankr. D. Del. Apr. 30, 2019); *In re WMC Mortgage, LLC*, Case No. 19-10879 (CSS) (Bankr. D. Del. Apr. 23, 2019); *In re F+W Media, Inc.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 10, 2019); *In re Avadel Specialty Pharmaceuticals, LLC*, Case No. 19-10248 (CSS) (Bankr. D. Del. Feb 06, 2019); *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018); *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 8, 2017); and *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 20, 2017).

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Clerk's office, the noticing and claims services specified in the Section 156(c) Application and Retention Agreement. In addition, at the Debtor's request, Epiq will perform such other claims and noticing services specified in the Section 156(c) Application. For the avoidance of doubt, pursuant to the Retention Agreement, Epiq will perform the Claims and Noticing Services for the Debtor in this chapter 11 case.

4. Subject to Court approval, the Debtor has agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with this chapter 11 case according to the terms and conditions of the Retention Agreement, including any applicable agreed upon discounts. Payments are to be based upon the submission of a billing statement by

Epiq to the Debtor after the end of each calendar month which includes a detailed listing of services and expenses. Epiq has received a \$50,000 retainer from the Debtor and will first apply the retainer to all prepetition invoices, which retainer will be replenished to the original retainer amount of \$50,000 and, thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtor;
- (b) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this chapter 11 case;
- (c) By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- (d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;
- (f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case will be at the expense of the Clerk's office.

6. Although the Debtor does not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the “***Potential Parties in Interest***”) in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and is attached hereto as Schedule 1. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. Epiq’s conflicts check has not revealed any Potential Parties in Interest that were current or former clients of Epiq within the past three years. However, given Epiq’s neutral position as claims and noticing agent or administrative advisor, Epiq would not view such relationships as real or potential conflicts if they existed. Further, to the best of my knowledge, any such relationship between Epiq and any such party would likely be completely unrelated to this chapter 11 case.

7. In addition, to the best of my knowledge, none of Epiq’s employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware or any equity security holders of the Debtor.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties. Epiq may have relationships with certain of the Debtor’s creditors as vendor or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

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

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC (“**DTI**”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“**DTI Topco**”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“**OAC**”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“**OPE**,” which together with OAC are referred to as “**OMERS**”), and funds managed by Harvest Partners, LP, (“**Harvest**”) a leading private equity investment firm.

11. None of Epiq’s affiliates, including but not limited to OMERS and Harvest, are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “**Barrier**”): (i) prior to the Debtor commencing this case, Epiq did not share the names or any other information identifying the Debtor with

OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtor to OMERS, Harvest, or the Parent Board Designees; (iii) no OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (v) other than the Parent Board Designees, Epiq operates independently from OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa, other than the Parent Board Designees).

13. Epiq has searched the names of OMERS and Harvest against the Debtor and the Potential Parties in Interest list provided by the Debtor. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtor and the Potential Parties in Interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtor and other parties herein but such relationships are completely unrelated to this chapter 11 case. Epiq has represented, and will continue to represent, clients in matters unrelated to this chapter 11 case, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this chapter 11 case.

15. Based on the foregoing, I believe Epiq is a “disinterested person” as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtor’s estate with respect to any matter upon which Epiq is to be engaged.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: January 27, 2020
New York, New York

/s/ Kate Mailloux
Senior Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties in Interest

Debtor

SOUTHLAND ROYALTY COMPANY LLC

Affiliated Entities/Shareholders

ENCAP ENERGY CAPITAL FUND IX, LP
ENCAP ENERGY CAPITAL FUND X, L.P.
MORNINGSTAR PARTNERS, L.P.
SOUTHLAND HOLDINGS, LLC
SOUTHLAND ROYALTY GP, LLC
SOUTHLAND ROYALTY, INC.
SOUTHLAND ROYALTY, L.P.

Joint Ventures and Joint Venture Partners

ADVANCED WIRELESS COMMUNICATIONS LLC
ADVANCED WIRELESS COMMUNICATIONS LLC
BENSON MONTIN GREER
BENSON MONTIN GREER
BLACKHAWK ENERGY CORPORATION
BLACKHAWK ENERGY CORPORATION
BP AMERICA PRODUCTION COMPANY
BP AMERICA PRODUCTION COMPANY
BREITBURN OPERATING LP
BREITBURN OPERATING LP
COBRA OIL AND GAS
COBRA OIL AND GAS
CONOCOPHILLIPS COMPANY
CONOCOPHILLIPS COMPANY
CROWHEART ENERGY LLC
CROWHEART ENERGY LLC
CROWNQUEST OPERATING LLC
DJR OPERATING LLC
DUGAN PRODUCTION CORP
ENDURING RESOURCES IV LLC
ENERVEST OPERATING LLC
EOG Y RESOURCES, INC.
EPIC ENERGY
FDL OPERATING, LLC
FOUNDATION ENERGY MGMT LLC
GMT EXPLORATION
HILLCORP SAN JUAN, LP
HOLCOMB OIL & GAS
HRM RESOURCES
HRM RESOURCES III, LLC
KAISER FRANCIS OIL CO
KAISER-FRANCIS MANAGEMENT COMPANY LLC
LAZY G PRODUCTIONS

LINN OPERATING INC
LOGOS OPERATING LLC
MARALEX RESOURCES INC.
MERRION OIL & GAS
MUSTANG RESOURCES, LLC
PRO MANAGEMENT
RED WILLOW PRODUCTION COMPANY
REDWOLF PRODUCTION
RIM OPERATING
ROBERT L BAYLESS PRODUCER LLC
SAN JUAN RESOURCES INC
TRUE OIL LLC
WESCO OPERATING, INC.
WOLD ENERGY PARTNERS, LLC
WPX PROD LLC-CO

Current and Former Officers, Directors and Managers for the Debtor for the Past Four Years

BOB R. SIMPSON
BRENT W. CLUM
DAVE RAWDEN
DAVID B. MILLER
E. MURPHY MARKHAM IV
FRANK POMETTI
JAMES S. CRAIN
JASON M. DELORENZO
KEITH A. HUTTON
LARRY L. HELM
MARK A. WELSH IV
RYAN H. HENDERSON
SCOTT T. AGOSTA
STEPHEN MEEK
STEVE PULLY
TIMOTHY L. PETRUS
VAUGHN O. VENNERBERG II

RBL Lenders (including current and former agent and their counsel and financial advisors)

ABN AMRO CAPITAL USA, LLC (LENDER)
BANK OF AMERICA, N.A. (LENDER)
BARCLAYS BANK PLC (LENDER)
BMO HARRIS BANK, N.A. (LENDER)
BRACEWELL LLP (LENDER COUNSEL)
CAPITAL ONE, NATIONAL ASSOCIATION (LENDER)
CITI BANK, N.A. (AGENT AND LENDER)
COMERICA BANK (LENDER)
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (LENDER)

DNB CAPITAL LLC (LENDER)
GOLDMAN SACHS BANK USA (LENDER)
ING CAPITAL LLC (LENDER)
JPMORGAN CHASE BANK, N.A. (LENDER)
REGIONS BANK (LENDER)
RPA ADVISORS, LLC (LENDER FINANCIAL ADVISOR)
SIMMONS BANK (LENDER)
UBS AG, STAMFORD BRANCH (LENDER)
WILLKIE FARR & GALLAGHER LLP (LENDER COUNSEL)

Hedging Counterparties

ABN AMRO BANK N.V.
ABN AMRO CAPITAL USA, LLC
BANK OF MONTREAL (CURRENT)
BARCLAYS BANK PLC
CAPITAL ONE, NATIONAL ASSOCIATION (CURRENT)
CITI BANK, N.A. (CURRENT)
COMERICA BANK (CURRENT)
DNB BANK ASA (CURRENT)
ING CAPITAL MARKETS LLC (CURRENT)
J. ARON & COMPANY LLC
JPMORGAN CHASE BANK, N.A. (CURRENT)
MERRILL LYNCH COMMODITIES, INC. (CURRENT)
REGIONS BANK (CURRENT)

Hedging Counterparties

ABN AMRO BANK N.V.
ABN AMRO CAPITAL USA, LLC
BANK OF MONTREAL (CURRENT)
BARCLAYS BANK PLC
CAPITAL ONE, NATIONAL ASSOCIATION (CURRENT)
CITI BANK, N.A. (CURRENT)
COMERICA BANK (CURRENT)
DNB BANK ASA (CURRENT)
ING CAPITAL MARKETS LLC (CURRENT)
J. ARON & COMPANY LLC
JPMORGAN CHASE BANK, N.A. (CURRENT)
MERRILL LYNCH COMMODITIES, INC. (CURRENT)
REGIONS BANK (CURRENT)

Top 20 Unsecured Creditors

BP AMERICA PRODUCTION COMPANY
DNOW LP
ENTERPRISE FIELD SERVICES LLC
F & S TRUCKING, INC
FLASH FUNDING, LLC FOR VALIANT INT PIPELINE, LLC

HALLIBURTON ENERGY SERVICES
HARVEST FOUR CORNERS, LLC
MOUNTAIN MUD SERVICE & SUPPLY INC
MRC GLOBAL (US) INC
MS DIRECTIONAL, LLC
NABORS DRILLING TECHNOLOGIES USA, INC
R&M WELDING, INC
ROCKY MOUNTAIN GREEN COMPLETIONS, LLC
SEMINOLE PIPELINE COMPANY
SPARTAN COMPANIES, LLC
TAYLOR CONSTRUCTION, INC
TERRY R PITT CONSTRUCTION INC
WAMSUTTER LLC
WILLIAMS FIELD SERVICES CO LLC
WYOMING DEPARTMENT OF REVENUE

Top 20 Royalty Interest Owners and Working Interest Owners

BP AMERICA PRODUCTION COMPANY
CAROLYN L. ADAMS LIVING TRUST DATED 02/21/2012
CASTLE ROCK ROYALTIES, LLC
CROSS TIMBERS ENERGY LLC - EXTERNAL
ECHO SPRINGS LLC
EXXONMOBIL CORPORATION
HAYMAKER HOLDING COMPANY LLC
HEATH LAND & ENERGY
HILCORP SAN JUAN, L.P.
HRM RESOURCES III LLC
OXY Y-1 COMPANY
P H LIVESTOCK CO
QUEALY PROPERTIES LLC
RED WILLOW PRODUCTION COMPANY
SFT, LLC
SWANSON & JOHNSON CO
TOM DUGAN FAMILY LTD PRTNSHP SEAN T DUGAN, MANAGING PARTNER
TRUE OIL LLC
WESTERN MINERALS LTD PARTNERSHIP
WYOMING GAME & FISH DEPARTMENT

Top 50 Vendors

609 CONSULTING LLC
AC EGBERT WATER SERVICE INC
ALLY ONSITE - DENVER
ARCHROCK PARTNERS, LP
BAGGS TESTING AND RENTAL, INC
BASIC ENERGY SERVICES,LP
BP AMERICA PRODUCTION COMPANY

DNOW LP
DONNELLEY FINANCIAL SOLUTIONS LLC
ENTERPRISE FIELD SERVICES LLC
EXPEDITION WATER SOLUTIONS COLORADO LLC
F & S TRUCKING, INC
FLASH FUNDING, LLC FOR VALIANT INT PIPELINE, LLC
FMC TECHNOLOGIES
GEO DRILLING FLUIDS, INC
H.B. LEE CONSTRUCTION INC
HALLIBURTON ENERGY SERVICES
HARVEST FOUR CORNERS, LLC
IBEX, INC
IDEAL COMPLETION SERVICES, LLC
INFINITY POWER & CONTROLS, LLC
INTEGRATED WELL SERVICES, INC
M GONZALES TRUCKING INC
MOUNTAIN MUD SERVICE & SUPPLY INC
MRC GLOBAL (US) INC
MS DIRECTIONAL, LLC
NABORS DRILLING TECHNOLOGIES USA, INC
OWL SWD OPERATING, LLC
PLASTER & WALD CONSULTING CORP
PT MILLER, LLC
R&M WELDING, INC
RED CEDAR GATHERING COMPANY
RELADYNE WEST LLC (CARDWELL)
ROCKY MOUNTAIN GREEN COMPLETIONS, LLC
RYCO LLC CABRI CAPITAL, LLC
SCHLUMBERGER TECHNOLOGY CORP
SEMINOLE PIPELINE COMPANY
SIVALLS INC
SKY BLUE ENTERPRISES INC
SOONER PIPE LLC
SPARTAN COMPANIES, LLC
TAYLOR CONSTRUCTION, INC
TERRY R PITT CONSTRUCTION INC
VELOCITY FINANCIAL -- FBO BLAKE TRUCKING LLC
WAMSUTTER LLC
WEATHERFORD U.S., L.P.
WILLIAMS FIELD SERVICES CO LLC
WJ&G TRUCKING, LLC
WYOMING DEPARTMENT OF REVENUE
ZOCO UNLIMITED, INC

Largest Customers

ANDEAVOR
BIG WEST OIL
BP AMERICA PRODUCTION COMPANY
CIMA ENERGY
CONCORD ENERGY
CONOCO-PHILLIPS CO
ENTERPRISE PRODUCTS
HARTREE
HOLLY REFINING & MARKETING CO
INEOS
MACQUARIE ENERGY LLC
NEW MEXICO GAS COMPANY INC
PLAINS ALL-AMERICAN PIPELINE
SOUTHERN CALIFORNIA GAS
SOUTHWEST ENERGY
SPIRE MARKETING
SUMMIT ENERGY
TENASKA
TWIN EAGLE
WILLIAMS PRODUCTION COMPANY

Major Contract Counterparties

ANADARKO ENERGY SERVICES COMPANY
ANDEAVOR GATHERING
ARM ENERGY MANAGEMENT LLC
BIG WEST OIL LLC
BLACK HILLS ENERGY SERVICES COMPANY
BLACK HILLS GAS DISTRIBUTION, LLC
BLACK HILLS POWER, INC.
BP AMERICA PRODUCTION COMPANY
BP ENERGY COMPANY
CASTLETON COMMODITIES MERCHANT TRADING L.P.
CENTERPOINT ENERGY SERVICES, INC
CHEVRON NATURAL GAS
CHEYENNE LIGHT, FUEL AND POWER COMPANY
CIMA ENERGY, LP
CITADEL ENERGY MARKETING LLC
CONCORD ENERGY LLC
CONOCOPHILLIPS COMPANY
DEVLAR ENERGY MARKETING, LLC
DIRECT ENERGY BUSINESS MARKETING, LLC
DOMINION ENERGY QUESTAR PIPELINE, LLC
ECO-ENERGY NATURAL GAS, LLC
EDF TRADING NORTH AMERICA, LLC

EL PASO NATURAL GAS
ENLINK MIDSTREAM OPERATING, LP
ENTERPRISE FIELD SERVICES, LLC
ENTERPRISE PRODUCTS OPERATING LLC
ENTERPRISE PRODUCTS OPERATING LLC
ETC FIELD SERVICES LLC
EVOLUTION MIDSTREAM, LLC
EXXONMOBIL CORPORATION
HARTREE PARTNERS, LP
HARVEST FOUR CORNERS, LLC
HOLLYFRONTIER REFINING AND MARKETING LLC
HOLLYFRONTIER REFINING AND MARKETING LLC
HOLLYFRONTIER REFINING AND MARKETING LLC
HRM RESOURCES III, LLC
ICE DATA, LP
ICE FUTURES U.S., INC.
ICE U.S. OTC COMMODITY MARKETS, LLC
INEOS OLEFINS AND POLYMERS USA
J. ARON AND COMPANY LLC
KANSAS GAS SERVICE, A DIVISION OF ONE GAS, INC.
KOCH ENERGY SERVICES, LLC
MACQUARIE ENERGY LLC
MID-AMERICA PIPELINE COMPANY, LLC
MIECO INC
MOUNTAIN GAS RESOURCES LLC (OXY)
NAVITAS MIDSTREAM PARTNERS, LLC
NEW MEXICO GAS COMPANY, INC.
OCCIDENTAL ENERGY MARKETING, INC.
PLAINS MARKETING, L.P.
RED CEDAR GATHERING COMPANY
RED WILLOW PRODUCTION CO.
SOUTHERN CALIFORNIA GAS COMPANY
SOUTHWEST ENERGY, L.P.
SPIRE MARKETING INC.
SUMMIT ENERGY, LLC
TARGA LIQUIDS MARKETING AND TRADE LLC
TENASKA MARKETING VENTURES
TESORO REFINING & MARKETING COMPANY LLC
TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.
TRANSWESTERN PIPELINE COMPANY, LLC
TWIN EAGLE RESOURCE MANAGEMENT, LLC
UNITED ENERGY TRADING, LLC
VANGUARD OPERATING LLC
WAMSUTTER LLC (WILLIAMS)
WESTERN REFINING SOUTHWEST, INC.
WGR OPERATING, LP

WILLIAMS ENERGY RESOURCES

Insurers, Issuers of Surety Bonds, Premium Financing Agreement Counterparties and Brokers

HUB INTERNATIONAL INSURANCE SERVICES
ST. PAUL FIRE & MARINE INSURANCE COMPANY
TRAVELERS CASUALTY AND SURETY (ISSUER)
UNDERWRITERS AT LLOYD'S LONDON

Beneficiaries of Guarantees, Performance Bonds or Payment/Surety Bonds

CITY OF FARMINGTON, NM
COLORADO OIL & GAS COMMISSION
COLORADO OIL AND GAS CONSERVATION COMMISSION
COMMISSIONER OF PUBLIC LANDS, NM STATE LAND OFFICE
NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT OIL
CONSERVATION DIVISION
NEW MEXICO OIL CONSERVATION DIVISION
NEW MEXICO STATE LAND OFFICE
OFFICE OF NATURAL RESOURCES REVENUE
OFFICE OF NATURAL RESOURCES REVENUE
SOUTHERN UTE INDIAN TRIBE, DEPARTMENT OF ENERGY
STATE OF COLORADO, STATE BOARD OF LAND COMMISSIONERS
STATE OF NEW MEXICO, NEW MEXICO STATE LAND OFFICE
STATE OF WYOMING - DEPARTMENT OF ENVIRONMENTAL QUALITY - LAND
QUALITY DIVISION
STATE OF WYOMING - OFFICE OF STATE LANDS & INVESTMENTS
STATE OF WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY WATER
QUALITY DIVISION
STATE OF WYOMING OIL AND GAS CONSERVATION COMMISSION
STATE OF WYOMING, OIL AND GAS CONSERVATION COMMISSION
STATE OF WYOMING: OIL AND GAS CONSERVATION COMMISSION
UNITED STATES GOVERNMENT, C/O US DEPT OF AGRICULTURE
US DEPT OF THE INTERIOR - BUREAU OF LAND MANAGEMENT
US DEPT OF THE INTERIOR: BUREAU OF LAND MANAGEMENT
WYOMING OIL AND GAS CONSERVATION COMMISSION
WYOMING OIL AND GAS CONSERVATION COMMISSION OFFICE OF STATE OIL AND
GAS SUPERVISOR
WYOMING STATE LANDS AND INVESTMENTS OFFICE

Significant Utilities or Providers of Energy to the Debtor

CENTURYLINK
CITY OF FARMINGTON
CITY OF FARMINGTON
DIGI.NET
JEMEZ MOUNTAINS ELECTRIC COOPERATIVE INC.
LA PLATA ELECTRIC

LR COMMUNICATIONS
ROCK SPRINGS MUNICIPAL UTILITY
ROCKY MOUNTAIN POWER
TOWN OF WAMSUTTER
UNION WIRELESS
WEST SIDE WATER & SEWER DISTRICT
YAMPA VALLEY ELECTRIC ASSN., INC

Ordinary Course Professionals

BETZER CALL LAUSTEN & SCHWARTZ, LLP
CAWLEY, GILLESPIE, & ASSOCIATES, INC.
GEORGE A SNELL, III
KELLY HART & HALLMAN LLP
KELLY HART & HALLMAN LLP
KPMG LLP
KRIS TERRY & ASSOCIAATES, INC
MONTGOMERY & ANDREWS LAW FIRM
MURPHY MAHON KEFFLER & FARRIER, L.L.P
VINSON & ELKINS LLP
WATSON MILLICAN & COMPANY
WELBORN SULLIVAN MECK & TOOLEY, P.C.
WILLIAMS, PORTER, DAY & NEVILLE, P.C.

Restructuring Professional Service Providers to the Debtor

ALIXPARTNERS LLP
PJT PARTNERS, INC.
SHEARMAN & STERLING LLP
YOUNG CONAWAY STARGATT & TAYLOR, LLP

Restructuring Professional Service Providers to Creditors

BRACEWELL LLP
RPA ADVISORS LLC
WILLKIE FARR & GALLAGHER LLP

Parties to Litigation with the Debtor and their Counsel

ASSOCIATED LEGAL GROUP, LLC (COUNTERPARTY COUNSEL)
ATENCIO
BARBWIRE OIL & GAS, LLC
BP AMERICA PRODUCTION COMPANY
CLAY COUNTY ATTORNEY_(COUNTERPARTY COUNSEL)
CROWHEART ENERGY LLC
FULLERTON
FULLERTON
HOLLAND & HART LLP (COUNTERPARTY COUNSEL)
LAW OFFICES OF GEORGE A. BARTON, P.C. (COUNTERPARTY COUNSEL)
ULIBARRI

WAMSUTTER, LLC (WILLIAMS)
WHEELER TRIGG O'DONNELL, LLP (COUNTERPARTY COUNSEL)

Banking Relationships/Commercial Banks

CAPITAL ONE, N.A.
U.S. BANK NATIONAL ASSOCIATION

Significant Competitors

BP AMERICA
CHEVRON CORPORATION
CONOCOPHILLIPS
EXXONMOBIL CORPORATION
HILCORP ENERGY COMPANY
OCCIDENTAL PETROLEUM CORPORATION
WILLIAMS COMPANIES

Environmental Protection, Regulatory and Other Agencies (Federal and State) that May Have an Interest in the Debtor's Estate

BLM COLORADO STATE OFFICE
BUREAU OF INDIAN AFFAIRS
BUREAU OF LAND MANAGEMENT
COLORADO DIVISION OF WATER RESOURCES, DEPARTMENT OF NATURAL RESOURCES
COLORADO OIL & GAS CONSERVATION COMMISSION
COLORADO WATER QUALITY CONTROL DIVISION, DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT
DEPARTMENT OF INTERIOR - BUREAU OF LAND MANAGEMENT
DEPARTMENT OF INTERIOR-BLM
FEDERAL INDIAN MINERALS OFFICE
FOREST SERVICE, CARSON NATIONAL FOREST
NEW MEXICO STATE LAND OFFICE
NM ENVIRONMENTAL DEPARTMENT, AIR QUALITY BUREAU
NM OFFICE OF STATE ENGINEER
NM OIL CONSERVATION DIVISION
NM PUBLIC REGULATION COMMISSION
SOUTHERN UTE INDIAN TRIBE, DEPARTMENT OF ENERGY
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
WYOMING GAME & FISH
WYOMING OFFICE OF STATE LANDS AND INVESTMENTS
WYOMING OIL AND GAS CONSERVATION COMMISSION

Federal and State Taxing Authorities

ARCHULETA COUNTY TREASURER
ARIZONA UNCLAIMED PROPERTY UNIT
BETTY T YEE CALIFORNIA STATE CONTROLLER
COLORADO DEPARTMENT OF REVENUE

COMMISSIONER OF PUBLIC LANDS
DELAWARE STATE ESCHEATOR
IRS
JICARILLA APACHE NATION
JICARILLA REVENUE AND TAXATION
LA PLATA COUNTY TREASURER
MOFFAT COUNTY TREASURER
NEW MEXICO TAXATION AND REVENUE DEPT
NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
SOUTHERN UTE INDIAN TRIBE
STATE OF COLORADO O&G CONSV COMMISSION
STATE OF WASHINGTON DEPT OF REVENUE
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
US DEPARTMENT OF THE INTERIOR
US DEPARTMENT OF THE INTERIOR- NAVAJO INDIANS
US DEPARTMENT OF THE INTERIOR- S. UTE ALLOTTEES
WYOMING DEPARTMENT OF REVENUE
WYOMING OIL & GAS COMMISSION
WYOMING STATE LANDS & INVESTMENTS
WYOMING STATE TREASURER

Region 3 U.S. Trustee and personnel

BENJAMIN HACKMAN
CHRISTINE GREEN
DAVID BUCHBINDER
DAVID VILLAGRANA
DIANE GIORDANO
DION WYNN
EDITH A SERRANO
HANNAH M. MCCOLLUM
HOLLY DICE
JAMES R. O'MALLEY
JANE LEAMY
JEFFREY HECK
JULIET SARKESSIAN
KAREN STARR
LAUREN ATTIX
LINDA CASEY
LINDA RICHENDERFER
MICHAEL PANACIO
RAMONA VINSON
RICHARD SHEPACARTER
ROBERT AGARWAL
SHAKIMA L. DORTCH
T. PATRICK TINKER
TIMOTHY J. FOX, JR.

Delaware Bankruptcy Judges

JUDGE ASHLEY M. CHAN

JUDGE BRENDAN L. SHANNON

JUDGE CHRISTOPHER S. SONTCHI

JUDGE JOHN T. DORSEY

JUDGE KAREN B. OWENS

JUDGE KEVIN GROSS

JUDGE LAURIE SELBER SILVERSTEIN

JUDGE MARY F. WALRATH

EXHIBIT C

Retention Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

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

General Terms and Conditions

1. Services.

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

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2021. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.
- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket



expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.

- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement except as a result of Epiq's gross negligence or willful misconduct.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client



do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

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

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the



commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

9. Representations / Warranties.

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

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace



in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced



to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.

- 11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Robert A. Hopen

If to Client:

Southland Royalty Company LLC
c/o MorningStar Partners
400 West 7th Street
Fort Worth, Texas 76102
Attn: Brent Clum

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
Attn: Luckey McDowell, Ian Roberts, Sara Coelho

- 11.11 Invoices sent to Client should be delivered to the following address:

Southland Royalty Company LLC
c/o MorningStar Partners
400 West 7th Street
Fort Worth, Texas 76102
Attn: Brent Clum

Email: bclum@mspartners.com

- 11.12 The "Effective Date" of this Agreement is January 1, 2020.



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

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in black ink, appearing to read 'Robert A. Hopen'.

Name: Robert A. Hopen

Title: President

SOUTHLAND ROYALTY COMPANY LLC

A handwritten signature in black ink, appearing to read 'Brent Clark'.

By: _____

Name: _____

Title: _____



SERVICES SCHEDULE

CONTRACT REPOSITORY COMPILATION

- Review companies contract files to prepare a centralized contract repository
 - Provide Secure File Transfer Protocol site for loading of scanned contract images
 - Coordinate with company to access physical contracts
 - Scan and process physical contracts into electronic copy
 - Review contracts and compile required details
 - Create and maintain databases of contract information
 - Provide data entry and quality assurance assistance regarding contract review process

SCHEDULES/STATEMENT PREPARATION

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

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.



- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.
- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;



- Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

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



- Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.

MISCELLANEOUS

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



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$45.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$70.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$160.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Physical Document Retrieval/Logistics	Quoted at time of request
Custom Software, Workflow and Review Resources	Quoted at time of request
Depositions/Court Reporting	Quoted at time of request, bundled pricing available
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request