

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

_____)	
In re:)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,)	Case No. 19-[_____] (____)]
<i>et al.</i> ,)	
)	Joint Administration Requested
Debtors. ¹)	
_____)	

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING
DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC
AS NOTICE AND CLAIMS AGENT FOR DEBTORS *NUNC PRO TUNC* TO THE
PETITION DATE**

Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this *Application of Debtors for Entry of an Order Authorizing Debtors To Employ and Retain Kurtzman Carson Consultants LLC as Notice and Claims Agent for Debtors Nunc Pro Tunc to the Petition Date* (this “**Application**”). This Application is supported by the (i) *Declaration of Robert Jordan in Support of the Application of Debtors for Entry of an Order Authorizing Debtors To Employ and Retain Kurtzman Carson Consultants*

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.



LLC as Notice and Claims Agent for Debtors Nunc Pro Tunc to the Petition Date (the “**Jordan Declaration**”) attached hereto as Exhibit A and incorporated by reference herein, and (ii) the *Declaration of Michael B. Howe in Support of Debtors’ Chapter 11 Proceedings and First Day Pleadings* (the “**Howe Declaration**”) filed contemporaneously herewith. In further support of this Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, and pursuant to section 156(c) of title 28 of the United States Code, section 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002(f) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1(f) of the Local Bankruptcy Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors seek entry of an order (the “**Proposed Order**” and, if entered, the “**Order**”) authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as their notice and claims agent (the “**Notice and Claims Agent**”) in the Chapter 11 Cases *nunc pro tunc* to the Petition Date (as defined below), pursuant to that certain services agreement (the “**Services Agreement**”) by and between the Debtors and KCC, a copy of which is attached hereto as Exhibit B.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this Application 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 February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in

connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On April 1, 2019 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

7. Additional information about the Debtors’ businesses and affairs, capital structure, and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the Howe Declaration, which is incorporated herein by reference.

Retention of KCC as Notice and Claims Agent

8. The Debtors propose to engage KCC to act as the Debtors’ Notice and Claims Agent. This retention is the most effective and efficient manner of noticing the creditors and parties in interest of the filing of the Chapter 11 Cases and other developments. In that capacity, KCC will, among other things, distribute notices and transmit, receive, process, docket, and maintain proofs of claim filed in connection with the Chapter 11 Cases.

KCC’s Qualifications

9. KCC specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, balloting, and other related services critical to the effective

administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, KCC has experience working with, and will continue to work with, the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the “**Clerk**”) to ensure that the services provided conform to all of the Court’s procedures, the Local Rules, and the provisions of any orders entered by the Court. Accordingly, the Debtors’ estates and their creditors will benefit from KCC’s retention because KCC has developed efficient and cost-effective methods in this area of expertise.

10. KCC has substantial experience in matters of this size and complexity and has acted as the official notice and claims agent in many large bankruptcy cases filed in this district. *See, e.g., In re Novum Pharma, LLC*, Case No. 19-10209 (KJC) (Bankr. D Del. Feb. 3, 2019); *In re Egalet Corporation, et al.*, Case No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); *In re Welded Construction, L.P., et al.*, Case No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re ATD Corporation, et al.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Oct. 4, 2018); *In re RM Holdco LLC, et al.*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Heritage Home Group LLC, et al.*, Case No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); *In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re The Walking Company Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 8, 2018); *In re Ver Technologies Holdco LLC*, Case No. 18-10834 (KG) (Bankr. D. Del. Apr. 5, 2018); *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 13, 2018); *In re The Walking Company Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 6, 2018); *In re Rand*

Logistics, Inc., Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Texas Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); *In re Rent-A-Wreck of America, Inc.*, Case No. 17-11592 (LSS) (Bankr. D. Del. Jul. 24, 2017); *In re Prospector Offshore Drilling S.à r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017).

Services To Be Provided

11. This Application pertains only to the work to be performed by KCC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by KCC outside of this scope is not covered by this Application or the Order. Specifically, KCC will perform the following tasks in its role as Notice and Claims Agent, as well as all quality control relating thereto:

(a) Prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases.

(b) Prepare and maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Prepare and 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), (g), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and 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, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(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 seven 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 the official claims register for each Debtor (collectively, the “**Claims Registers**”) on behalf of the Clerk;

(i) Upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers and specify in the Claims Registers 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.*); (vi) the applicable Debtor; and (vii) any disposition of the claim;

(j) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

(k) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(l) Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to the offices of KCC, not less than weekly;

(m) Upon completion of the docketing process for all claims received to date in each of the Chapter 11 Cases, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);

(n) 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 Registers;

(o) Assist in the dissemination of information to the public and respond to requests for the administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

(p) If the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three days of notice to KCC of entry of the order converting the Chapter 11 Cases;

(q) 30 days prior to the close of the Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing KCC as Notice and Claims Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases;

(r) Within seven days of notice to KCC of entry of an order closing the Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the Chapter 11 Cases; and

(s) At the close of the Chapter 11 Cases, (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 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.

12. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by KCC.

Professional Compensation

13. The Debtors respectfully request that the undisputed fees and expenses incurred by KCC in the performance of the above services be treated as administrative expenses of the Debtors' estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), counsel for the Debtors, counsel for any official committee appointed in the Chapter 11 Cases, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices between any of the foregoing parties and KCC, such party and KCC shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter by the Court.

14. Prior to the Petition Date, the Debtors provided KCC with a retainer in the amount of \$35,000 (the "**Original Retainer Amount**"). KCC seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses under the Services Agreement.

Indemnification

15. As part of the overall compensation payable to KCC under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations as set forth in the Services Agreement, to the extent permitted by applicable law and as modified in the Proposed Order.

16. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arms' length between the Debtors and KCC, and the Debtors respectfully submit that these provisions in the Services Agreement are reasonable and in the best interests of the Debtors, their estates, and their creditors. Moreover, consistent with the practice in this jurisdiction, the Debtors requested, and KCC has agreed, that the Court approve the indemnification provisions reflected in the Services Agreement subject to the modifications set forth in the Proposed Order. The Debtors believe that the proposed modifications to the indemnification provisions of the Services Agreement are appropriate under the circumstances, consistent with recent orders entered by courts in this jurisdiction and, therefore, should be approved.

KCC's Disinterestedness

17. KCC has reviewed its conflicts database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Jordan Declaration, KCC represents that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it will be employed.

18. Moreover, in connection with its retention as the Notice and Claims Agent, KCC represents in the Jordan Declaration, among other things, that:

- (a) KCC is not a creditor of the Debtors;
- (b) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Notice and Claims Agent in the Chapter 11 Cases;

(c) By accepting employment in the Chapter 11 Cases, KCC waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

(d) In its capacity as the Notice and Claims Agent in the Chapter 11 Cases, KCC will not be an agent of the United States and will not act on behalf of the United States;

(e) KCC will not employ any past or present employees of the Debtors in connection with its work as the Notice and Claims Agent in the Chapter 11 Cases;

(f) KCC 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 the Notice and Claims Agent in the Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;

(h) KCC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

(i) KCC will 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); and

(j) None of the services provided by KCC as the Notice and Claims Agent in the Chapter 11 Cases shall be at the expense of the Clerk.

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

Compliance with Claims Agent Protocol

20. The Debtors submit that, to the extent applicable, this Application complies with the Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c) (the

“**Claims Agent Protocol**”) and conforms to the standard section 156(c) application in use in the Court. In accordance with the Claims Agent Protocol, prior to the selection of KCC as the Notice and Claims Agent, the Debtors reviewed and compared engagement proposals from at least three Court-approved Claims and Noticing Agents, including KCC, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that KCC’s rates are competitive and reasonable given its quality of services and expertise.

Basis for Relief

Retention and Employment of KCC as Notice and Claims Agent is Permitted

21. Although the Debtors have not yet filed the Schedules, they anticipate that there will be potentially numerous entities that will need to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtors submit that the appointment of a notice and claims agent is both necessary and in the best interests of the Debtors’ estates and creditors because the Debtors will be relieved of the burdens associated with the notice and claims processing services to be provided by KCC. Relieved of such burdens, the Debtors will be able to devote their full attention and resources to maximizing value for their stakeholders and facilitating the orderly administration of the Chapter 11 Cases.

22. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than

the office of the Clerk for administration of bankruptcy cases. It, in relevant part, states 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. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

23. In addition, Local Rule 2002-1(f) provides:

Upon motion of the debtor 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). In all cases with more than two hundred (200) creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. 156(c) (which can be found on the Court's website) and shall perform the [Claims and Noticing Services].

Local Rule 2002-1(f). Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(f), and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates pay the cost of such services.

24. Accordingly, for all of the foregoing reasons, the Debtors believe that the retention of KCC as the Notice and Claims Agent in the Chapter 11 Cases is necessary and in the best interests of the Debtors, their estates and creditors, and all parties in interest. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by KCC under

the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

25. By separate application, the Debtors will seek authorization to retain and employ KCC as administrative agent in the Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, because the administration of the Chapter 11 Cases will require KCC to perform duties outside the scope of 28 U.S.C. § 156(c).

Nunc Pro Tunc Relief is Appropriate

26. Pursuant to the Debtors' request, KCC has agreed to serve as Notice and Claims Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention *nunc pro tunc* to the Petition Date, so that KCC may be compensated for its pre-Application services. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because KCC has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve *nunc pro tunc* employment, and the Debtors submit that such approval is justified here. *See, e.g.*, Local Rule 2014-1(b) ("If the retention motion is granted, the retention shall be effective as of the date the motion was filed, unless the Court orders otherwise.").

Notice

27. Notice of this Application will be provided to (a) the U.S. Trustee, (b) each of the Debtors' 20 largest unsecured creditors on a consolidated basis, (c) Vinson & Elkins LLP, as counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross's prepetition secured revolving credit facility, (d) (x) Arnold & Porter Kaye Scholer LLP and (y) Young Conaway Stargatt & Taylor, LLP, as counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility,

(e) Willkie Farr & Gallagher LLP, as counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (f) Debevoise & Plimpton LLP, as counsel to Southcross Holdings LP, (g) the Securities and Exchange Commission, (h) the Internal Revenue Service, and (i) the United States Attorney's Office for the District of Delaware (collectively, the "**Notice Parties**").

28. Notice of this Application and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). A copy of this Application and any order approving it will also be made available on the Debtors' case information website located at <http://www.kccllc.net/southcrossenergy>. Based on the urgency of the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

No Prior Request

29. The Debtors have not previously sought the relief requested herein from the Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit C, granting the relief requested herein and such other and further relief as the Court deems just and proper.

I, the undersigned Chief Financial Officer of Southcross Energy Partners, L.P., declare under penalty of perjury that the foregoing is true and correct.

Dated: April 1, 2019

/s/ Michael B. Howe

Michael B. Howe
Chief Financial Officer

Exhibit A

Jordan Declaration

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

)	
In re:)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,)	Case No. 19-[_____ (____)]
<i>et al.</i> ,)	
)	Joint Administration Requested
Debtors. ¹)	
)	

DECLARATION OF ROBERT JORDAN IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS NOTICE AND CLAIMS AGENT FOR DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE

I, Robert Jordan, under penalty of perjury, declare as follows:

1. I am a Managing Director of Corporate Restructuring at Kurtzman Carson Consultants LLC (“KCC”), a chapter 11 administrative services firm whose offices are located at 1290 Avenue of the Americas, New York, NY 10104. 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. I submit this Declaration in support of the above-captioned debtors’ and debtors’ in possession (collectively, the “Debtors”) *Application of Debtors for Entry of an Order*

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

Authorizing Debtors To Employ and Retain Kurtzman Carson Consultants LLC as Notice and Claims Agent for Debtors Nunc Pro Tunc to the Petition Date (the “**Application**”)² to which this declaration is attached.

KCC’s Qualifications

3. KCC specializes in providing comprehensive chapter 11 administrative services, including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, KCC has experience working with, and will continue to work with, the Clerk’s office to ensure that the services provided conform to all of the Court’s procedures, the Local Rules, and the provisions of any orders entered by the Court.

4. The Debtors’ estates and their creditors will benefit from KCC’s retention because KCC has developed efficient and cost-effective methods in this area of expertise. KCC is fully equipped to handle the volume of mailing involved in properly sending the required notices to and processing the claims of creditors in the Chapter 11 Cases. KCC is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases.

5. KCC has substantial experience in matters of this size and complexity and has acted as the official notice and claims agent in many large bankruptcy cases filed in this district. *See, e.g., In re Novum Pharm., LLC*, Case No. 19-10209 (KJC) (Bankr. D Del. Feb. 3, 2019); *In*

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

re Egalet Corporation, et al., Case No. 18-12439 (BLS) (Bankr. D. Del. Oct. 30, 2018); *In re Welded Construction, L.P., et al.*, Case No. 18-12378 (KG) (Bankr. D. Del. Oct. 22, 2018); *In re ATD Corporation, et al.*, Case No. 18-12221 (KJC) (Bankr. D. Del. Oct. 4, 2018); *In re RM Holdco LLC, et al.*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Heritage Home Group LLC, et al.*, Case No. 18-11736 (KG) (Bankr. D. Del. Jul. 29, 2018); *In re Tintri, Inc.*, Case No. 18-11625 (KJC) (Bankr. D. Del. Jul. 10, 2018); *In re The Walking Company Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 8, 2018); *In re Ver Technologies Holdco LLC*, Case No. 18-10834 (KG) (Bankr. D. Del. Apr. 5, 2018); *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 13, 2018); *In re The Walking Company Holdings, Inc.*, Case No. 18-10474 (LSS) (Bankr. D. Del. Mar. 6, 2018); *In re Rand Logistics, Inc.*, Case No. 18-10175 (BLS) (Bankr. D. Del. Jan. 29, 2018); *In re ExGen Texas Power, LLC*, Case No. 17-12377 (BLS) (Bankr. D. Del. Nov. 7, 2017); *In re TerraVia Holdings, Inc.*, Case No. 17-11655 (CSS) (Bankr. D. Del. Aug. 2, 2017); *In re Rent-A-Wreck of America, Inc.*, Case No. 17-11592 (LSS) (Bankr. D. Del. Jul. 24, 2017); *In re Prospector Offshore Drilling S.à r.l.*, Case No. 17-11572 (CSS) (Bankr. D. Del. Jul. 20, 2017).

Services Provided

6. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), KCC will perform, at the request of the Clerk, the services specified in the Application and the Services Agreement. In performing such services, KCC will charge the Debtors the rates set forth in the Services Agreement, which is attached to the Application as Exhibit B.

7. The Services Agreement sets forth the terms and conditions by which KCC will render services to the Debtors during the Chapter 11 Cases. The proposed terms and conditions of KCC's engagement as set forth in the Services Agreement are consistent with, and typical of,

other notice and claims agent engagements in chapter 11 cases approved in this and other districts.

8. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by KCC.

9. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk's office or as otherwise directed by the Court.

Professional Compensation

10. Subject to the Court's approval, the Debtors have agreed to compensate KCC for professional services rendered in connection with the Chapter 11 Cases pursuant to the Services Agreement. KCC believes that the rates for its notice and claims processing services are comparable to the rates charged by its competitors for similar services.

11. KCC respectfully submits that the fees and expenses incurred by KCC are administrative in nature and should not be subject to the standard fee application procedures for professionals. Specifically, KCC requests authorization to be compensated on a monthly basis (in the ordinary course of business and in accordance with the terms and conditions set forth in the Services Agreement). KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, and counsel for any official committee appointed in the Chapter 11 Cases.

12. If any dispute arises relating to the Services Agreement or KCC's monthly invoices, KCC and such disputing party will meet in an attempt to resolve the dispute. If a resolution is not achieved, the parties will seek resolution of the matter from the Court.

13. Before the Petition Date, KCC received a retainer from the Debtors in the amount of \$35,000 to be applied in satisfaction of obligations incurred pursuant to the Services Agreement. KCC seeks to first apply its retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

Disinterestedness

14. KCC is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that KCC and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Chapter 11 Cases, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

See 11 U.S.C. § 101(14).

15. Further, KCC represents that:

- (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Notice and Claims Agent;

(b) by accepting employment in the Chapter 11 Cases, KCC waives any right to receive compensation from the United States government in its capacity as Notice and Claims Agent;

(c) in its capacity as Notice and Claims Agent, KCC will not be an agent of the United States and will not act on behalf of the United States;

(d) KCC will not employ any past or present employees of the Debtors in connection with its work as the Notice and Claims Agent in the Chapter 11 Cases;

(e) in its capacity as the Notice and Claims Agent in the Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;

(f) KCC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

(g) KCC will 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); and

(h) none of the services provided by KCC as the Notice and Claims Agent in the Chapter 11 Cases shall be at the expense of the Clerk.

16. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “**Potential Parties in Interest**”) in the Chapter 11 Cases. The list of Potential Parties in Interest is attached hereto as Exhibit 1. The results of the conflict check were compiled and reviewed by employees of KCC under my supervision.

17. To the best of my knowledge, neither KCC nor any of its personnel have any relationship with the Debtors that would impair KCC’s ability to serve as Notice and Claims

Agent. The Debtors have many creditors and, accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent the separate interests of any such creditor in the Chapter 11 Cases. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of KCC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

18. KCC may also have relationships with other professionals to be retained by the Debtors.

19. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare Limited corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that is materially adverse to the Debtors' estates or any class of creditors or equity security holders.

20. KCC understands that Georgeson, LLC ("**Georgeson**"), an affiliate of KCC, previously acted as proxy solicitor for Southcross Energy Partners, L.P. Georgeson is not a creditor of any Debtor in the Chapter 11 Cases.

21. To the best of my knowledge, based solely upon information provided to me by the Debtors, and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code. KCC will

supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

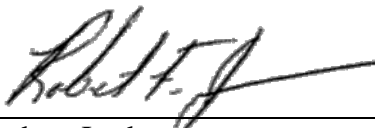
Indemnification

22. As part of the overall compensation payable to KCC under the terms of the Services Agreement, KCC is entitled to certain indemnification obligations, which are described in detail in the Services Agreement. Specifically, the Services Agreement provides that the Debtors will indemnify and hold harmless KCC, its subcontractors, and their respective personnel under certain circumstances specified in the Services Agreement. KCC has, however, agreed to the modifications described in the Application and provided for in the Proposed Order attached as Exhibit C to the Application.

23. The terms of the Services Agreement and indemnification provisions were negotiated between KCC and the Debtors at arm's length, and I believe that these indemnification provisions, the Debtors' proposed modifications thereto and the Services Agreement are reasonable.

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 information, knowledge, and belief.

Executed on April 1, 2019



Robert Jordan
Managing Director
Kurtzman Carson Consultants LLC
1290 Avenue of the Americas,
New York, NY 10104

Exhibit 1

Potential Parties In Interest List

Name	Category
1717 TOWER OWNER, LP	Vendor
24 Hour Safety	Vendor
2W ENERGY PARTNERS LLC	Vendor
3I DEBT MANAGEMENT US LLC	Bank-Lender-UCC
3i US Senior Loan Fund, L.P.	Bank-Lender-UCC
5 S SIGNS	Vendor
A Miller Consulting Services Inc	Vendor
A Voce CLO, Ltd.	Bank-Lender-UCC
A&R ENERGY SERVICES, CORPORATION	Vendor
A-1 SCALE SERVICE, INC.	Vendor
A-1 SHINER FIRE & SAFETY, INC.	Vendor
AARON OFFUTT	Vendor
ABB, INC.	Vendor
ABEL V. SOLIS	Vendor
ABM	Vendor
ABN Amro Capital USA LLC	Bank-Lender-UCC
Abraxas Petroleum Corporation	Customers
ABRAXAS PETROLEUM CORPORATION	Vendor
ABSOLUTE WASTE SERVICES, INC.	Utilities
ACCONTEMP	Vendor
Ace American Insurance Co	Insurance - PFA
ACE JANITORIAL & SAFETY SUPPLY	Utilities
Ace Ndt LLC	Vendor
Acock/Anaqua Operating Co., LP	Customers
ACP INTERNATIONAL	Vendor
ACTION OILFIELD SUPPLY, INC.	Vendor
ACUMEN RECOVERY SERVICES, LLC	Vendor
ACUREN	Vendor
ADAM PAGE -EMPLOYEE	Vendor
ADAM TREVINO	Vendor
Adams Resource Marketing	Customers
ADAMS RESOURCES EXPLORATION CORP.	Vendor
ADAMS VALVE SERVICE, INC.	Vendor
Adrian Grunden	Vendor
ADT SECURITY SERVICES	Vendor
ADVANCED DATA TECHNOLOGIES	Vendor
AEGIS	Insurance - PFA
AEGIS Ltd.	Insurance - PFA
AEON PEC	Vendor
AGI INDUSTRIES INC	Vendor
AGILITY COMMUNICATIONS GROUP, LLC	Utilities
AIM Controls, LLC	Vendor
AINSWORTH TRUCKING, LP	Vendor
Air Liquide Large Industries U.S.	Customers
AIR SPECIALTY & EQUIPMENT CO.	Vendor
AIRGAS NITROGEN SERVICES LLC	Utilities
AIRGAS SOUTHWEST INC.	Vendor
AIRGAS USA LLC-(MS)	Vendor
AIRGAS USA, LLC -(DALLAS)	Utilities
AIRTECH PRODUCTS, INC.	Vendor
AKIN GUMP STRAUSS HAUER & FELD LLP	Vendor
AL BRIGGS	Vendor
ALA. DEPARTMENT OF REVENUE	Governmental - Regulatory
ALA. PUBLIC SVC COMMISSION	Governmental - Regulatory
ALABAMA 811 (APACT)	Vendor
Alabama Department of Environmental Management	Governmental - Regulatory
ALABAMA DEPARTMENT OF REVENUE	Vendor
ALABAMA DEPARTMENT OF REVENUE-(SEVERANCE)	Vendor
ALABAMA DEPT OF ENVIRONMENTAL MANAGEMENT	Vendor
Alabama Gas Corporation	Customers
ALABAMA GAS VENTURE #1	Vendor
ALABAMA POWER COMPANY	Utilities

Name	Category
Alabama Public Service Commission	Governmental - Regulatory
ALABAMA PUBLIC SERVICE COMMISSION	Vendor
Alabama State Treasury	Governmental - Regulatory
Alamo Filter Co.	Vendor
Alan Randall	Vendor
Alcoa World Alumina LLC	Customers
ALCOF II NUBT, L.P.	Bank-Lender-UCC
Alejandro Garcia	Vendor
Alexander Ryan Duck	Vendor
ALICE MANAGEMENT CO., LLC	Vendor
Align Midstream Partners LP	Director-Officer
ALLESCO	Vendor
ALLIANCE SOURCE TESTING	Vendor
ALLTITE INC	Vendor
ALLY LAND SERVICE	Vendor
ALM V, LTD.	Bank-Lender-UCC
ALM VII, LTD.	Bank-Lender-UCC
ALM VIII, LTD.	Bank-Lender-UCC
ALM XII, LTD.	Bank-Lender-UCC
Alpha Tanks & Pump II, LLC	Vendor
ALPHAGRAPHICS	Vendor
Alvarez & Marsal	Bankruptcy Professionals
ALVAREZ & MARSAL BUSINESS CONSULTING LLC	Vendor
Alvarez & Marsal Holdings, LLC	Bankruptcy Professionals
Ambassador Petroleum Inc	Customers
Amerada Hess Corporation	Customers
AMERICAN AIR QUALITY INC.	Vendor
AMERICAN ARBITRATION ASSOCIATION	Vendor
American Beacon Sound Point Floating Rate Income Fund a series of American Beacon Funds	Bank-Lender-UCC
American General Life Insurance Company	Bank-Lender-UCC
American Home Assurance Company	Bank-Lender-UCC
AMERICAN INNOVATIONS	Vendor
American International Group, Inc.	Insurance - PFA
American Midstream GP, LLC	Potential and Past M&A Counterparties
AMERICAN MIDSTREAM PARTNERS	Vendor
American Midstream Partners, L.P.	Potential and Past M&A Counterparties
American Midstream (Mississippi), LLC	Customers
AMERICAN MILLENNIUM CORP., INC. (AMCI)	Utilities
AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT	Vendor
AMERICAN RED CROSS-(USE AME0023)	Vendor
AMERICAN SALES & SERVICE	Vendor
AMERICAN STOCK TRANSFER & TRUST CO. (AST)	Vendor
AMERICO ENERGY RESOURCES, LLC	Vendor
AmeriMaintenance Systems LLC	Vendor
AMERRIL ENERGY LLC	Customers
Amy Gonzalez	Litigation
Anadarko Energy Services Company	Customers
ANDON SPECIALTIES INC	Vendor
ANDREA HOOD-(EMPLOYEE-HOUSTON)	Vendor
ANDREW & RUTH COWLES CHARITABLES TRUST	Vendor
Andrew A. Cameron	Director-Officer
Andrew Alan Cameron	Vendor
ANGELA CLARK-(EMPLOYEE)	Vendor
ANGIEL ELECTRICAL CONSTRUCTION CORP	Vendor
AOC WELDING SUPPLY	Vendor
Aon Consulting Inc	Vendor
Apache Corporation	Customers
API WARRIOR BASIN CHAPTER	Vendor
APL SOUTH TEX GAS UTILITY, LP	Customers
APL SOUTH TEX MIDSTREAM COMPANY LP	Customers
APOLLO MANAGEMENT LP	Bank-Lender-UCC

Name	Category
APPLIED CONSULTANTS, INC	Vendor
APTIM Environmental & Infrastructure Inc	Vendor
AQR Capital Management	Bank-Lender-UCC
AQR Liquidity Fund, L.P.	Bank-Lender-UCC
ARAMARK	Vendor
ARANSAS COUNTY TAX A/C	Vendor
Aransas Natural Gas Company	Customers
Arbour Lane Fund II GP, LLC	Bank-Lender-UCC
ARC Energy Equipment, LLC	Vendor
ARCHROCK SERVICES	Top 30 Creditors
ARCHROCK SERVICES	Vendor
Ares Management Corp.	Potential and Past M&A Counterparties
Argus - Hazco	Vendor
ARGUS MEDIA INC	Vendor
Arnold & Porter Kaye Scholer LLP	Bankruptcy Professionals
Arnold & Porter Kaye Scholer LLP	Vendor
Arnold Oil Cmpany	Vendor
ARNULFO GUERRERO	Vendor
ARP PRODUCTION COMPANY, LLC	Customers
ARROW DISTRIBUTION,(PAPER) LLC	Vendor
Arrowhead Gathering Co LP	Customers
ART-CENTRIC	Vendor
ASPEN TECHNOLOGY, INC.	Vendor
Associated Electric & Gas Insurance Services Ltd.	Insurance - PFA
AT&T	Utilities
AT&T LONG DISTANCE	Utilities
AT&T MOBILITY	Utilities
ATLAS OPERATING, LLC	Vendor
ATLAS WELDING SUPPLY CO., INC.	Vendor
Atmos Energy Corporation	Customers
Atmos Energy Marketing, LLC	Customers
AUDUBON ENGINEERING COMPANY LP	Vendor
AURORA RESOURCES CORPORATION	Customers
AURORA RESOURCES CORPORATION	Vendor
AUSTIN COUNTY APPRAISAL DIST.	Vendor
AUSTIN CTY APPRAISAL DIS	Governmental - Regulatory
Austin Industries	Director-Officer
AUTO CLUB INSURANCE ASSOCIATION	Bank-Lender-UCC
AUTOMATION SERVICE	Vendor
AUTOMATION SOLUTIONS, INC	Vendor
AUTOMATION-X CORPORATION	Vendor
AUTOMOTIVE RENTALS, INC. (ARI)	Capital Lease
AUTOMOTIVE RENTALS, INC. (ARI)	Vendor
AVAD Operating, LLC	Customers
AVENUE ENERGY OPPORTUNITIES FUND II, LP	
AWC, INC.	Vendor
AXFORD CONSULTING	Vendor
AXIOM MEDICAL CONSULTING	Vendor
Axip Energy Services, LP	Vendor
AXIS Insurance Company	Insurance - PFA
AYN SERVICES LLC	Vendor
B & E SALES	Vendor
B.C. OILFIELD SERVICES, INC.	Vendor
B+B Smartworx iNC	Vendor
BABSON CAPITAL MANAGEMENT LLC	Bank-Lender-UCC
BABSON CLO LTD. 2014-I	Bank-Lender-UCC
BABSON CLO LTD. 2014-II	Bank-Lender-UCC
BAKER DONELSON BEARMAN, CALDWELL	Vendor
Baker Hughes Incorporated-US BUSINESS SUPPORT SERVICES	Vendor
BAKER MORAN DOGGETT MA & DOBBS LLP	Vendor
Ballard Natural Gas LLC	Vendor
Baloise Senior Secured Loan Fund III	Bank-Lender-UCC

Name	Category
Bank of America, N.A.	Bank-Lender-UCC
Bank of America, N.A.	Bank-Lender-UCC
Bankcard Services	Vendor
Barbara Griffin	U.S. Trustee Office
Barclays Bank PLC	Bank-Lender-UCC
Barclays Bank PLC	Bank-Lender-UCC
Barings CLO Ltd. 2015-I	Bank-Lender-UCC
Barings CLO LTD. 2018-III	Bank-Lender-UCC
Barings LLC	Bank-Lender-UCC
Barings U.S. Loan Limited	Bank-Lender-UCC
BARNEY M. DAVIS LP	Customers
BARNEY M. DAVIS, LP	Vendor
BASE LINE DATA INC.	Vendor
BASIC ENERGY SERVICES, LP	Vendor
BASIN INDUSTRIAL X-RAY	Vendor
BATTERIES PLUS #239	Vendor
BATTERIES PLUS BLUBS	Vendor
BAUHAUS	Vendor
BAYSHORE ENERGY TX, LLC	Vendor
BDO USA, LLP	Vendor
BEACON HILL STAFFING GROUP, LLC	Vendor
BEACON SUPPLY COMPANY	Vendor
BEAED OF CORPUS, INC.	Vendor
BEAVERDAM WATER ASSOCIATION	Utilities
BEE COUNTY TAX A/C	Governmental - Regulatory
BEE COUNTY TAX A/C	Vendor
Bee Goose Inc	Vendor
BENDEL VENTURES LP 1	Vendor
BENEFIT STREET PARTNERS CLO V, LTD.	Bank-Lender-UCC
Benefit Street Partners, LLC	Bank-Lender-UCC
Benjamin Day	Director-Officer
BENJAMIN DAY	Vendor
Benjamin Hackman	U.S. Trustee Office
BENNIE BRISTER	Vendor
BERKELEY RESEARCH GROUP, LLC	Vendor
BERLIN PACKAGING	Vendor
BERNICE F REYNOLDS	Vendor
BERRY CONTRACTING, LP	Vendor
Berry Gas Board	Customers
BG Energy Merchants, LLC	Customers
BIG III SERVICES LTD	Vendor
BIG M PEST CONTROL	Vendor
BIZDOC INC DALLAS	Vendor
BizDoc, Inc.	Vendor
BJ'S FAMOUS UNIFORMS	Vendor
BKD, LLP	Vendor
BLACK ROCK OPERATING. LLC	Customers
BLACK ROCK OPERATING. LLC	Vendor
Black Warrior Methane Corp	Customers
BLACK WARRIOR METHANE CORP.	Vendor
Black Warrior Transmission	Customers
BLACK WARRIOR TRANSMISSION CORP	Vendor
BlackBrush O & G Inc (Co 25)	Vendor
BlackBrush O&G Inc (25)	Customers
BlackBrush Oil & Gas- 100	Customers
BlackBrush TexStar LP	Potential and Past M&A Counterparties
BlackBrush TexStar, LP	Customers
BLACKBURN MFG. CO.	Vendor
Blanford Capital Company #4, LLC	Bank-Lender-UCC
Bloch Construction	Vendor
BLUE MOON SPORTSWEAR	Vendor
BlueStone Natural Res II LLC	Vendor

Name	Category
BNH CONSTRUCTION, LTD.	Vendor
BO VAVRUSA	Vendor
BOARDWALK FIELD SERVICES, LLC	Customers
BOARDWALK FIELD SERVICES, LLC	Vendor
Boardwalk Pipeline Partners, LP	Customers
Boardwalk Pipeline Partners, LP	Significant Competitors
Boardwalk Texas Intrastate, LLC	Customers
BOC PENSION INVESTMENT FUND	Bank-Lender-UCC
Bopco LP	Customers
Borets US, Inc.	Vendor
BOTTOM LINE SERVICES, INC.	Vendor
Bowery Funding ULC	Bank-Lender-UCC
BOYD & McWILLIAMS ENERGY GROUP, INC	Vendor
BOYD EDGEWORTH	Vendor
BP Energy Company	Customers
BP ENERGY COMPANY	Top 30 Creditors
BP Energy Company	Vendor
BP Products North America, Inc	Customers
BRAD YEATER	Vendor
BRADLEYS, INC.	Vendor
BRAMAN RANCHES LLC	Vendor
Brandon McCormick	Vendor
BRENDA L. WEEKS	Vendor
Brendan L. Shannon	Bankruptcy Judges
BRET ALLAN	Vendor
Bret M. Allan	Director-Officer
BRET SCHOLTES	Vendor
BRIAN CALDRONIA	Vendor
BRIAN HICKS	Vendor
BRIAN NEUMAN	Vendor
BRITTANY TURNEY	Vendor
BROADRIDGE ICS	Vendor
Brock Holdings LLC	Vendor
Brock, Person, Guerra & Reyna, P.C.	Bankruptcy Professionals
Brooklyn Union Gas Co	Customers
Brookwood Stone Oak Investors	Vendor
BROUGHTON ELECTRIC, INC.	Vendor
Bruce A. Williamson	Director-Officer
BRUCE WILLIAMSON	Vendor
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC	Vendor
Brya Keilson	U.S. Trustee Office
BSE PRODUCTION CO	Vendor
BTB Refining, LLC	Customers
BUCKEYE PARTNERS, L.P.	Customers
BUCKEYE TEXAS PROCESSING LLC	Customers
Buckeye Texas Processing LLC	Vendor
Buffco Production Inc	Customers
BULLSEYE TELECOM	Utilities
BURFORD ELECTRIC	Vendor
BURR JED STAFFORD	Vendor
BWS LANDSERVICES, INC.	Vendor
BXP PARTNERS III, LP	Vendor
BYNUM MILL & INDUSTRIAL SUPPLY, INC.	Vendor
C SPIRE (dba CELLULAR SOUTH)	Utilities
C&S PLATING & BUMPER RECYCLING, INC	Vendor
C. Aubrey Smith Jr., Self Employed Profit Sharing Trust	Vendor
C. WESLEY PURDY	Vendor
C.D.S.I.	Utilities
C6 Operating	Customers
Cabot O&G Marketing Corp	Customers
CACTUS POWER & LIGHT	Vendor
Cadence Bank, N.A.	Bank-Lender-UCC

Name	Category
CALHOUN COUNTY APPRAISAL DISTRICT	Vendor
CALHOUN CTY APPRAISAL DIS	Governmental - Regulatory
Calpine Energy Services LP	Customers
CALPINE ENERGY SERVICES LP	Vendor
CALVIN AHRENS	Vendor
Calvin Riley	Vendor
CANDICE SMITH	Vendor
CAPITOL SERVICES, INC.	Vendor
Cargill, Incorporated	Customers
Carl E Gungoll Exploration LLC	Customers
CARL E GUNGOLL EXPLORATION LLC	Vendor
CARLTON FOWLER	Vendor
Carolin E. Niemann	Vendor
Carolina Power & Light Co	Customers
CAROLYN G. BAILEY	Vendor
Carrie LoBasso	Vendor
Carrizo (Eagle Ford) LLC	Customers
Carrizo Oil & Gas, Inc	Customers
Carter E&P LLC	Customers
CASTLETON COMMODITIES MERCHANT	Vendor
CASTLETON COMMODITIES MERCHANT TRADING LP	Customers
Caterpillar Financial Services Corporation	Bank-Lender-UCC
CATERPILLAR INC.	Bank-Lender-UCC
CATHODIC CONTROL SYSTEMS, INC.	Vendor
CAYLA HONS	Utilities
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.	Vendor
CBRE Inc	Vendor
CBS RENTAL & SUPPLY	Vendor
CCB Fabricators, Inc	Vendor
CCH INCORPORATED	Vendor
CCI ROBINSON'S BEND LLC	Customers
CCI Robinson's Bend LLC	Vendor
CD Exploration LLC	Customers
CDM RESOURCE MANAGEMENT	Vendor
CEC CORROSION SERVICES LLC	Vendor
CED/Columbia Electric Supply	Vendor
CEDAR GROVE-HARMONY WATER ASSN.	Utilities
CENT CLO 20 LIMITED	Bank-Lender-UCC
CENT CLO 21 LIMITED	Bank-Lender-UCC
CENT CLO 22 LIMITED	Bank-Lender-UCC
CENT CLO 24 LIMITED	Bank-Lender-UCC
Centerpoint Energy Entex	Customers
Centerpoint Energy Resources Corp	Customers
CENTERPOINT ENERGY SERVICES	Top 30 Creditors
CENTERPOINT ENERGY SERVICES	Utilities
Centerpoint Energy Services Inc	Customers
CENTRAL CRUDE INC.	Customers
CENTRAL PARKING SYSTEM	Utilities
CENTRONIX	Vendor
CENTURYLINK-CAROL STREAM	Utilities
CERENTO, INC	Vendor
CF INDUSTRIES NITROGEN LLC	Customers
CHAD ALDRICH	Vendor
CHAD WILSON - EMPLOYEE	Vendor
CHADWICK FITCH	Vendor
CHAMPION CORROSION PRODUCTS, INC.	Vendor
Champion Technology Services	Vendor
Chancellor's Right of Way Maintenance Service, LLC	Vendor
CHANDLER DRILLING INC.	Vendor
Chaparral Energy LLC	Customers
CHAPARRAL ENERGY LLC	Vendor
Chaparral Energy, LLC	Customers

Name	Category
CHARCO PETRO, LP	Vendor
CHARLES BALDWIN	Governmental - Regulatory
CHARLES DUNCAN	Vendor
CHARLES E THOMPSON	Vendor
CHARLES L. BARFIELD JR.	Vendor
CHARLES L. CHERRY & ASSOC., INC.	Vendor
Charlesbank Capital Partners, LLC	5% or More Equity Holders
Chelsea J. Emery	Vendor
CHEMICAL WEED CONTROL	Utilities
CHENIERE CCH HOLDCO II, LLC	Vendor
Cherokee Merger Sub LLC	Potential and Past M&A Counterparties
CHERYL GOODMAN	Vendor
CHERYL HOWERTON	Vendor
Chesapeake Energy Marketing	Customers
CHESAPEAKE ENERGY MKTG INC	Vendor
Chevron Midcontinent, LP	Customers
Chevron Natural Gas	Customers
CHEVRON PHILLIPS CHEMICAL CO. LP	Vendor
CHEVRON U.S.A. INC.	Customers
Cheyenne Petroleum Company	Customers
CHILTIPIN OIL & GAS, LLC.	Vendor
Chris King	Vendor
CHRISTIAN MACHINE SHOP	Vendor
CHRISTIE LYNCH	Vendor
Christine Green	U.S. Trustee Office
Christine March	U.S. Trustee Office
CHRISTOPHER C SURLES	Vendor
CHRISTOPHER HENSLEY	Vendor
Christopher Oil & Gas, Inc.	Customers
Christopher S. Sontchi	Bankruptcy Judges
Christy Simmons	U.S. Trustee Office
CHURCHWELL ENVIRONMENTAL SOLUTIONS	Vendor
CI ACTUATION	Vendor
CIGNA	Vendor
Cigna Health and Life Insurance Company	Vendor
CIMA ENERGY, LP	Vendor
Cima Energy, Ltd.	Customers
Cimarex Energy Co	Customers
CINCH ENERGY SERVICES, LLC	Vendor
Cinco Natural Resources Corp	Customers
CINCO NATURAL RESOURCES CORPORATION	Vendor
Cintas	Vendor
CINTAS #215	Vendor
CINTAS CORPORATION	Utilities
CINTAS CORPORATION NO 2	Vendor
CINTAS LOC #K52	Vendor
Circle B Farms	Vendor
CIRCLE S INC.	Vendor
CIT	Utilities
Citadel Industrial Services LTD	Vendor
Citgo Petroleum Corporation	Customers
Citi Loan Funding MA WH LLC	Bank-Lender-UCC
CITY OF ARANSAS PASS	Governmental - Regulatory
CITY OF ARANSAS PASS	Vendor
City of Corpus Christi	Customers
CITY OF CORPUS CHRISTI	Governmental - Regulatory
CITY OF CORPUS CHRISTI	Utilities
CITY OF CORPUS CHRISTI / NUECES CO. LEPC	Vendor
CITY OF CORPUS CHRISTI-CENTRAL CASHIERS	Vendor
CITY OF CORPUS CHRISTI-LEOPARD DR.	Vendor
CITY OF GREGORY	Vendor
CITY OF HOUSTON	Governmental - Regulatory

Name	Category
CITY OF HOUSTON	Vendor
CITY OF INGLESIDE	Governmental - Regulatory
CITY OF INGLESIDE	Vendor
CITY OF JACKSON	Governmental - Regulatory
CITY OF JACKSON - TREASURY	Vendor
CITY OF NEW YORK GROUP TRUST	Bank-Lender-UCC
CITY OF PEARL	Governmental - Regulatory
CITY OF PEARL	Utilities
CITY OF PEARL-(PRIVILEGE LICENSE FEE)	Vendor
City of Port Aransas	Customers
CITY OF PORT ARANSAS	Vendor
City of Robstown, Utilities Systems	Customers
City of Rockport	Customers
CITY OF SAN ANTONIO (CPS ENERGY)	Customers
City of Tallahassee	Customers
CITY OF VICTORIA	Vendor
Clarissa Waxton	U.S. Trustee Office
CLEAN HARBORS INDUSTRIAL SERVICES INC	Vendor
CLEAVER BROOKS SALES & SERVICE INC	Vendor
Clifton R. Jessup, Jr.	Bankruptcy Judges
CLINT AUER	Vendor
CLOCK SPRING COMPANY, LP	Vendor
CM LIFE INSURANCE COMPANY	Bank-Lender-UCC
CMC NETWORK SOLUTIONS, LLC	Vendor
CNP HOUSTON ELECTRIC, LLC	Vendor
COASTAL CASTING SERVICE, INC.	Vendor
COASTAL CHEMICAL CO., L.L.C.	Vendor
COASTAL FLOW ENERGY LABS, INC.	Vendor
COASTAL FLOW LIQUID MEASUREMENT, INC.	Vendor
Coastal Office Solutions	Vendor
COASTAL TOOL & SUPPLY	Vendor
COASTAL VALVE & EQUIPMENT	Vendor
CODY MEEK - EMPLOYEE	Vendor
CODY POINDEXTER	Vendor
COGENCY GLOBAL INC.	Vendor
COGENT COMMUNICATIONS, INC.	Utilities
Cokinos Energy Trading Corporation	Customers
COKINOS ENERGY,LLC dba COKINOS ENERGY CORPORATION	Vendor
Cokinos Natural Gas Company	Customers
COKINOS NATURAL GAS COMPANY	Vendor
Colonial Energy Inc	Customers
Columbia Floating Rate Fund, a series of Columbia Funds Series Trust II	Bank-Lender-UCC
Columbia Management Investment Advisers, LLC	Bank-Lender-UCC
Columbia Strategic Income Fund, a series of Columbia Funds Series Trust I	Bank-Lender-UCC
COMCAST BUSINESS	Utilities
COMMERCIAL COMMUNICATIONS, LLC	Vendor
Commingled Pension Trust Fund (Floating Rate Income) of JPMorgan Chase Bank, N.A.	Bank-Lender-UCC
Commonwealth of Pennsylvania, Treasury Department	Bank-Lender-UCC
COMMUNITY COFFEE CO. LLC	Vendor
Compression Advantage	Vendor
Conexus SG, LLC	Vendor
Connor Higgins	Vendor
CONOCO PHILLIPS COMPANY HOUSTON	Customers
Conocophillips Company	Customers
CONOCOPHILLIPS COMPANY	Vendor
CONROE WELDING SUPPLY, INC.	Vendor
CONSOLIDATED COMMUNICATIONS	Utilities
Constellation Energy Commodities Grp Inc	Customers
CONTRACTOR'S SAFETY COUNCIL OF THE COASTAL BEND, INC.	Vendor
CONTROLWORX GROQUIP	Vendor
CONVERGENCE COMBUSTION, INC	Vendor

Name	Category
COOK COMPRESSION	Vendor
COOK-MFS, INC.	Vendor
COOKS PEST CONTROL	Vendor
COONROD ELECTRIC CO., INC.	Vendor
Cooperative Energy	Customers
Cooperative Energy	Vendor
Copano Energy Svcs/Upper Gulf Coast	Customers
COPANO ENERGY SVCS/UPPER GULF COAST	Vendor
COPIAH COUNTY	Governmental - Regulatory
COPIAH COUNTY	Vendor
Coral Energy Resources, L.P.	Customers
CORE ENGINEERING LLC	Vendor
CORPAC STEEL PRODUCTS, CORP.	Vendor
Corpus Christi Alumina LLC	Litigation
CORPUS CHRISTI AREA OIL SPILL CONTROL ASSOCIATION	Vendor
CORPUS CHRISTI C D ELECTRIC L P DBA C D ELECTRIC	Vendor
CORPUS CHRISTI ELECTRIC CO.	Vendor
Corpus Christi Electric Co. USE COR0007	Utilities
CORPUS CHRISTI GASKET & FASTENER, LTD.	Vendor
Corrosion & Coating Services LLC	Vendor
CORRPRO COMPANIES, INC.	Vendor
Corum Production Co.	Customers
COTULLA ISD TAX OFFICE	Governmental - Regulatory
COTULLA ISD TAX OFFICE	Vendor
County of Wharton	Vendor
Cove Key Bluescape Holdings LP	Bank-Lender-UCC
Cove Key Management	Bank-Lender-UCC
Cove Key Master Fund LP	Bank-Lender-UCC
COVENANT CREDIT PART, LLC	Bank-Lender-UCC
COVENANT CREDIT PARTNERS CLO II, LTD.	Bank-Lender-UCC
Covenant Credit Partners CLO III, Ltd.	Bank-Lender-UCC
COVINGTON COUNTY TAX COLLECTOR	Vendor
COVINGTON CTY TAX COLLEC.	Governmental - Regulatory
COWLES MEMORIAL TRUST	Vendor
CPI GROUP	Vendor
CPI ONE POINT-(OFFICE SUPPLIES)	Vendor
CRANFORD EQUIPMENT COMPANY INC.	Vendor
CRAWFORD ELECTRIC SUPPLY	Vendor
CREATIVE SAFETY SUPPLY LLC	Vendor
CREDIT VALUE PARTNERS LP	Bank-Lender-UCC
CRIMSON ENERGY PARTNERS IV, LLC	Vendor
CRIMSON RESOURCES II LLC	Vendor
Crimson Resources II, LLC	Customers
CRISTO REY	Vendor
CRISTYN E. HALLMARK	Governmental - Regulatory
Crosstex Dc Gathering Company	Customers
Crosstex Energy Services, L.P.	Customers
Crosstex Gulf Coast Marketing Ltd.	Customers
Crosstex NgI Marketing LP	Customers
CROWDER CONCEPTS	Vendor
CROWTHER & ASSOCIATES, INC.	Vendor
CSG SYSTEMS INC.	Vendor
CSI COMPRESSCO SUB INC.	Vendor
CT CORPORATION	Vendor
CTY OF C. CHRISTI CASHIER	Governmental - Regulatory
CTY OF C. CHRISTI LEPC	Governmental - Regulatory
CULLIGAN OF VICTORIA	Utilities
Culligan Water Conditioning of San Antonio, Inc.	Vendor
CULTRIS SECURTIY SYSTEMS INC	Vendor
CUTWATER 2014-I, LTD.	Bank-Lender-UCC
CUTWATER INVESTOR SERVICES CORP.	Bank-Lender-UCC
CVP CASCADE CLO-2 LTD.	Bank-Lender-UCC

Name	Category
CWJ INTERNATIONAL ELECTRONICS, INC	Vendor
CYPRESS OPERATING INC	Top 30 Creditors
CYPRESS OPERATING INC	Vendor
CYPRESS OPERATING, INC.	Customers
D & C FENCE COMPANY, INC.	Vendor
D&M Fabrication, LLC & Texas National Ban	Vendor
D. NEWMAN & ASSOCIATES, INC.	Vendor
D. Sims Crawford	Bankruptcy Judges
DAHILL INDUSTRIES	Vendor
Dahill Office Technology Corp USE DAH0001	Vendor
DALE HOFFMAN	Vendor
DALIA SANCHEZ, TAX A/C	Governmental - Regulatory
DALIA SANCHEZ, TAX ASSESSOR-COLLECTOR	Vendor
DALLAS MORNING NEWS	Vendor
Dallas Petroleum Group, LLC	Vendor
DALLAS SECURITY SYSTEMS, INC.	Utilities
Dallas Symphony Association	Director-Officer
DAN A. HUGHES COMPANY, L.P.	Customers
DANIEL WENDLAND	Vendor
Danny Baker	Vendor
Dartex Energy Corporation	Customers
Dartex Energy Corporation	Vendor
Daryl Flood Relocation & Logistics	Vendor
Data Bank	Vendor
Data Technology Solutions, LLC	Utilities
DAVID BIEGLER	Vendor
DAVID BOYETT	Governmental - Regulatory
David Buchbinder	U.S. Trustee Office
David Cecere	Director-Officer
DAVID DYESS	Vendor
DAVID H LANGSTON-(EMPLOYEE)	Vendor
DAVID H. HILL	Vendor
DAVID MUELLER	Vendor
David R. Jones	Bankruptcy Judges
DAVID SHORT	Vendor
David W. Biegler	Director-Officer
David W. Biegler	Director-Officer
DAVID WOFFORD	Vendor
Davis Polk & Wardwell	Bankruptcy Professionals
Davis Polk & Wardwell LLP	Bankruptcy Professionals
DAVIS POLK & WARDWELL LP	Vendor
DAVOODY M&J, LLC	Vendor
DAWSON RECYCLING INC	Vendor
DB Services	Bank-Lender-UCC
Dcp Intrastate Network, LLC	Customers
Dcp Midstream LLC	Customers
DCP Midstream LLC	Customers
DCP Midstream LLC	Significant Competitors
DCP NGL SERVICES, LLC	Customers
DCP SANDHILLS PIPELINE, LLC	Customers
DCP SOUTH CENTRAL TEXAS LLC	Vendor
DE LAGE LANDEN	Utilities
Debevoise & Plimpton LLP	Bankruptcy Professionals
DEBORAH A. SEVCIK	Governmental - Regulatory
DEBORAH MORENO	Vendor
DEBRA SIBLEY-(EMPLOYEE)	Vendor
DECA SYSTEMS, INC.	Vendor
DECKER MECHANICAL-(DMI)	Vendor
DECKER OPERATING CO LLC	Customers
DECKER OPERATING CO LLC	Vendor
Decorative Ventures LLC	Vendor
DEEPWELL ENERGY SERVICES LLC	Vendor

Name	Category
DELAWARE SECRETARY OF STATE	Governmental - Regulatory
Delaware State Treasurer	Governmental - Regulatory
DELL LAAKE	Vendor
DELL MARKETING L.P.	Vendor
Deloitte & Touche LLP	Bankruptcy Professionals
DELOITTE & TOUCHE, LLP	Vendor
DELOITTE TAX LLP	Vendor
DELTA ENERGY, LLC	Customers
Dena Hudson	Utilities
DENBURY ONSHORE LLC	Vendor
Denbury Onshore, LLC	Bank-Lender-UCC
Denbury Onshore, LLC	Customers
Denbury Onshore, LLC	LC Party - Beneficiary
Dennis Henneke (estate of)	Litigation
DENNIS W. ROSCHETZKY	Vendor
DEPARTMENT OF REVENUE	Customers
DEPARTMENT OF REVENUE	Governmental - Regulatory
DEPARTMENT OF REVENUE	Vendor
DESERT NDT, LLC.	Vendor
Deutsche Bank (Cayman) Limited	Bank-Lender-UCC
Devon Energy Production Co LP	Customers
Dewbre Petroleum Corporation	Customers
DEWBRE PETROLEUM CORPORATION	Vendor
DEWITT COUNTY TAX A/C	Governmental - Regulatory
DEWITT COUNTY TAX A/C	Vendor
Dex Imaging of Alabama, LLC	Vendor
Diamond G. Inspection, Inc.	Vendor
Diane Giordano	U.S. Trustee Office
Diane Livingstone	U.S. Trustee Office
Digital Display Solutions Inc	Vendor
DIMMIT COUNTY TAX OFFICE	Governmental - Regulatory
DIMMIT COUNTY TAX OFFICE	Vendor
Dion Wynn	U.S. Trustee Office
DIRECT ENERGY	Utilities
DI-TROL SYSTEMS, INC.	Vendor
Diversified Enviro Products & Services Inc	Vendor
DIXIE ELECTRIC POWER ASSOCIATION	Utilities
DNOW L.P.	Vendor
DON CLARK	Vendor
DONNA ATZENHOFFER	Governmental - Regulatory
Donnelley Financial, LLC	Vendor
Dorado Oil Company	Vendor
DOUG JOHNSTON	Vendor
DOUG REED	Vendor
Douglas Kyle Dodd	Vendor
Dow Hydrocarbons & Resources LLC	Customers
DOW HYDROCARBONS & RESOURCES LLC	Top 30 Creditors
Dow Hydrocarbons & Resources LLC	Vendor
DRESSER, INC.	Vendor
DRILLING INFO INC	Vendor
Drop Tine Services, LLC	Vendor
DRYDEN 36 SENIOR LOAN FUND	Bank-Lender-UCC
DRYDEN 37 SENIOR LOAN FUND	Bank-Lender-UCC
DRYDEN 38 SENIOR LOAN FUND	Bank-Lender-UCC
DRYDEN 40 SENIOR LOAN FUND	Bank-Lender-UCC
Dryden 41 Senior Loan Fund	Bank-Lender-UCC
Dryden 47 Senior Loan Fund	Bank-Lender-UCC
Dryden 49 Senior Loan Fund	Bank-Lender-UCC
Dryden 50 Senior Loan Fund	Bank-Lender-UCC
Dryden 53 CLO, Ltd	Bank-Lender-UCC
Dryden 54 Senior Loan Fund	Bank-Lender-UCC
Dryden 55 CLO, Ltd.	Bank-Lender-UCC

Name	Category
Dryden 57 CLO, Ltd.	Bank-Lender-UCC
Dryden 58 CLO, Ltd.	Bank-Lender-UCC
Dryden 64 CLO Funding, Ltd.	Bank-Lender-UCC
Dryden XXVI Senior Loan Fund	Bank-Lender-UCC
DTE ENERGY TRADING, INC	Customers
Dude Solutions Inc	Vendor
DUFF & PHELPS , LLC	Vendor
DUGGINS WREN MANN & ROMERO, LLP	Vendor
DUKE CONTROLS INC.	Vendor
DUNCAN OIL, INC.	Customers
DUVAL COUNTY	Governmental - Regulatory
DUVAL COUNTY	Vendor
DWAYNE RUTLAND	Vendor
DXP ENTERPRISES, INC.	Vendor
EADS DISTRIBUTION LLC dba THE EADS CO	Vendor
EAGLE AUTOMATION HOLDINGS, INC.	Vendor
EAGLE BURGMANN INDUSTRIES LP	Vendor
Eagle Energy Partners I LP	Customers
EAGLE RIDGE OPERATING, LLC	Customers
Eagle Rock Energy	Customers
Eagle Rock Midstream LP	Customers
EAGLEFORD GAS 7, LLC	Top 30 Creditors
EAGLEFORD GAS 7, LLC	Vendor
EAST MISSISSIPPI ELECTRIC POWER ASSN.	Utilities
Eaton Vance CLO 2014-1R, Ltd.	Bank-Lender-UCC
EATON VANCE FLOATING RATE PORT	Bank-Lender-UCC
Eaton Vance Institutional Senior Loan Fund	Bank-Lender-UCC
EATON VANCE MANAGEMENT	Bank-Lender-UCC
Eaton Vance VT Floating-Rate Income Fund	Bank-Lender-UCC
ECA HOLDINGS, LP	Customers
ECOM AMERICA, LTD.	Vendor
ECOSCIENCE RESOURCE GROUP, LLC	Vendor
ECP CLO 2015-7, LTD.	Bank-Lender-UCC
Edgar Salinas	Vendor
Edith A. Serrano	U.S. Trustee Office
Edko LLC	Vendor
Eduardo Salinas	Vendor
Eduardo V. Rodriguez	Bankruptcy Judges
Edward Herring	Director-Officer
EF Energy LLC	Customers
EIG BBTS Holdings, LLC	5% or More Equity Holders
EIG BlackBrush Holdings, LLC	Potential and Past M&A Counterparties
EIG Energy Fund XIV (Cayman), L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XIV (Cayman), L.P.	Top Creditors
EIG Energy Fund XIV, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XIV, L.P.	Top Creditors
EIG Energy Fund XIV-A, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XIV-A, L.P.	Top Creditors
EIG Energy Fund XIV-B, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XIV-B, L.P.	Top Creditors
EIG Energy Fund XV (Cayman), L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XV (Cayman), L.P.	Top Creditors
EIG Energy Fund XV, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XV, L.P.	Top Creditors
EIG Energy Fund XV-A, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XV-A, L.P.	Top Creditors
EIG Energy Fund XV-B, L.P.	BondHolder - Indentured Trustee
EIG Energy Fund XV-B, L.P.	Top Creditors
EIG Global Energy Partners LLC	5% or More Equity Holders
EIG MANAGEMENT COMPANY, LLC	Vendor
EINSTEIN PRINTING	Vendor
EL CAMPO REFRIGERATION & RESTAURANT	Vendor

Name	Category
EL DORADO OIL & GAS, INC.	Top 30 Creditors
EL DORADO OIL & GAS, INC.	Vendor
El Paso E&P Company LP	Customers
El Paso Industrial Energy Co LLC	Customers
El Paso Marketing LP	Customers
El Paso Merchant Energy Petroleum Co	Customers
ELAND ENERGY, INC	Customers
ELECTRA LINK INC	Vendor
ELEMENTIS CHROMIUM, LP	Vendor
Elementis Worldwide Shared Services	Customers
ELLING MACHINE SHOP	Vendor
ELLIOTT ELECTRIC SUPPLY INC	Vendor
ELOUISE L, TIMOTHY & DOUGLAS HANCOCK	Vendor
ELTM, LP	Customers
EMPIRE GAS SERVICES	Vendor
Employee Receivable	Customers
EMPLOYMENT HEALTH SERVICES INC. - EHS	Vendor
EMS ENERGY SOLUTIONS LLC	Vendor
EMS USA, INC.	Vendor
ENABLE MIDSTREAM PARTNERS, LP	Vendor
ENBRIDGE ENERGY PARTNERS, LP	Vendor
ENBRIDGE HOLDINGS (TEXAS SYSTEMS) LLC	Customers
Enbridge Marketing US LP	Customers
Enbridge Processing (Mississippi) Inc.	Customers
Enbridge Processing Ms LLC	Customers
END 2 END TECHNOLOGIES (E2E)	Vendor
ENDEAVOR NATURAL GAS LLC	Vendor
Endeavor Natural Gas, LP	Customers
ENDEAVOR NATURAL GAS, LP	Vendor
Endress Hauser Inc	Vendor
Endurance American Insurance Company	Insurance - PFA
Endurance American Insurance Company	Insurance - PFA
Enerfin Field Services LLC	Customers
ENERFLEX ENERGY SYSTEMS, INC.	Vendor
Energen Resources Corporation	Customers
ENERGEN RESOURCES CORPORATION	Vendor
Energy Authority Inc	Customers
Energy Corporation of America	Vendor
Energy Dynamics, LLC (ENDYN)	Vendor
ENERGY ELECTRICAL DISTRIBUTION	Vendor
ENERGY INTELLIGENCE GROUP INC.	Vendor
Energy Lease Services	Vendor
Energy Transfer Partners, L.P.	Customers
Energy Transfer Partners, L.P.	Significant Competitors
ENERSYS CORP	Vendor
ENGINE SERVICE & SUPPLY CO.	Vendor
ENGINEERING SERVICE	Vendor
EnLink Midstream, LLC	Customers
ENRIQUE YBARRA	Vendor
ENERGY	Utilities
ENERGY TEXAS INC	Utilities
Enterprise FM Trust	Capital Lease
Enterprise FM Trust	Vendor
Enterprise Intrastate LLC	Vendor
Enterprise Products Operating LLC	Customers
ENTERPRISE PRODUCTS OPERATING LLC	Vendor
Enterprise Products Partners LP	Significant Competitors
Enterprise Products Partners, LP	Customers
ENTERPRISE TEXAS PIPELINE LLC	Customers
Enterprise Texas Pipeline LLC	Vendor
ENVENT TECHNOLOGIES LLC	Vendor
ENVIANCE INC	Vendor

Name	Category
Environmental Protection Agency	Governmental - Regulatory
Environmental Resources Management	Vendor
ENVIRONMENTAL SIGNAGE SOLUTIONS, INC.	Vendor
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	Vendor
Envirotest LLC	Vendor
Eog Resources Inc	Customers
EOG RESOURCES INC	Vendor
EOG Resources, Inc.	Bank-Lender-UCC
EOG Resources, Inc.	LC Party - Beneficiary
EOG RESOURCES, INC. (ROW)	Vendor
EP Energy E&P Company, L.P.	Customers
EPIC INDUSTRIAL, INC.	Vendor
EPIC Midstream Holdings, LP	Potential and Past M&A Counterparties
EPIC Y-Grade Holdings, LP	Potential and Past M&A Counterparties
EPIC Y-Grade Logistics, LP	Customers
EQUALIZER INTERNATIONAL AMERICAS INC.	Vendor
EQUIPMENT DEPOT, LTD.	Vendor
Equistar Chemicals, LP	Customers
ERASMO R. PEREZ	Vendor
ERIC HARTZELL	Vendor
ERIC HINOJOSA	Vendor
ERIC KOLAR - EMPLOYEE	Vendor
Eric Wood	Vendor
ERWIN WIENEN	Vendor
ESI SUPPLY	Vendor
ESP PETROCHEMICALS INC	Vendor
ESTATE OF MELODY K THOMAS	Vendor
ETC MARKETING, LTD.	Customers
EUELL R. DUVALL	Vendor
EVERBANK COMMERCIAL FINANCE INC	Vendor
Evercore	Bankruptcy Professionals
Evercore Group L.L.C.	Bankruptcy Professionals
EVEREST RESOURCE COMPANY	Customers
Everst National Insurance Company	Insurance - PFA
EXAMINETICS, INC.	Vendor
Expro Americas	Vendor
EXTERRAN	Vendor
Exxonmobil Corporation	Customers
FARADAY MIDSTREAM COMPANY	Customers
Faraday Midstream Company	Vendor
FASB	Vendor
FASTENAL COMPANY	Vendor
FASTENAL INDUSTRIAL AND CONSTRUCTION	Vendor
FAYETTE COUNTY HIGH SCHOOL	Vendor
FAYETTE COUNTY REVENUE COMMISSIONER	Vendor
FAYETTE CTY REV. COMM	Governmental - Regulatory
FAYETTE GAS BOARD	Utilities
FAYETTE WATER BOARD	Utilities
FCX Performance	Vendor
FDL OPERATING LLC	Top 30 Creditors
FED EX	Utilities
Federal Energy Regulatory Commission	Governmental - Regulatory
Federal Energy Regulatory Commission	Vendor
FEDERAL TRADE COMMISSION	Vendor
Felipe Calvillo	Vendor
Felipe Soza	Vendor
FESCO, LTD.	Vendor
Fidelity National Title Agency, Inc	Vendor
FIELDWOOD ENERGY LLC	Customers
FIELDWOOD ENERGY LLC	Vendor
FINLEY RESOURCES INC	Vendor
Firststrike Energy Co	Customers

Name	Category
FISHER FIRE EXTINGUISHER SERVICE	Vendor
Five Arrows Managers North America LLC	Bank-Lender-UCC
FL RICH GAS SERVICES	Customers
FL Rich Gas Services GP, LLC	Known Affiliates - JV
FL Rich Gas Services, LP	Known Affiliates - JV
FL RICH GAS UTILITY	Customers
FL Rich Gas Utility GP, LLC	Known Affiliates - JV
FL Rich Gas Utility, LP	Known Affiliates - JV
Flares & Stacks Inc	Vendor
FLATROCK ENGINEERING & ENVIRONMENTAL	Vendor
Fleaux Services	Vendor
Fletcher Petroleum Co LLC	Vendor
Flint Hills Resources	Customers
Florida Gas Transmission Company	Customers
FLORIDA GAS TRANSMISSION COMPANY	Vendor
Florida Gas Transmission, LLC	Customers
Florida Gas Utility	Customers
Florida Power & Light Company	Customers
Florida Power Corporation	Customers
Florida Public Utilities Company	Customers
Flow Cal Inc	Vendor
Flow Control Services	Vendor
FLOW DATA, INC.	Vendor
Flow Data, Inc. USE FLO0007	Vendor
FLOW SAFE SUPPLY	Vendor
FLOW-ZONE LLC	Vendor
FLOW-ZONE LLC-(USE FLO1003)	Vendor
FLOZONE MEASUREMENT LTD	Vendor
FOLEY & LARDNER LLP	Vendor
FORD-ALLEN FAMILY PROPERTIES	Vendor
FORD-POWERS FAMILY PROPERTIES, LTD.	Vendor
FORDYCE, LTD.	Vendor
Formosa Hydrocarbons Co., Inc.	Customers
FORREST COUNTY TAX COLLECTOR	Vendor
FORREST CTY TAX COLLECTOR	Governmental - Regulatory
Forsa Technologies	Vendor
FORT BEND COUNTY TAX A/C	Governmental - Regulatory
FORT BEND COUNTY TAX A/C	Vendor
Fortis Energy Marketing & Trading GP	Customers
FORZA OPERATING, LLC	Customers
FORZA OPERATING, LLC.	Vendor
FOSTER& ASSOCIATES	Vendor
Foundation Energy Management, LLC	Customers
Foundation Energy Management, LLC	Vendor
FRANK K. RUTLEDGE-(EMPLOYEE)	Vendor
Frank Story	Vendor
FRED SLAWSON	Vendor
FREDCO AND CHROMCAK COMPANY	Vendor
FREER ISD	Governmental - Regulatory
FREER ISD	Vendor
Frio LaSalle GP, LLC	Known Affiliates - JV
Frio LaSalle Pipeline	Customers
Frio LaSalle Pipeline, LP	Known Affiliates - JV
Frontier Integrity Solutions, LLC	Director-Officer
Frostwood Energy LLC	Customers
Frostwood Energy LLC	Vendor
Fuller Tractor Company	Vendor
FURMANITE AMERICA, INC.	Vendor
G & G RELIABLE OILFEILD SERVICE & REPAIR	Vendor
G & S MACHINE	Vendor
G & W TRUCKING	Vendor
G4S Secure Solutions (USA) Inc	Vendor

Name	Category
Gaither Petroleum Corporation	Vendor
GAJESKE, INC.	Vendor
Galbraith Contracting, Inc.	Litigation
GALBRAITH CONTRACTING, INC.	Vendor
GARDERE WYNNE SEWELL LLP	Vendor
GARTH SCRIMPSHER	Vendor
GARY HENNEKE	Vendor
GARY MANN-EMPLOYEE	Vendor
GARY PREISS	Vendor
Gas Analytical Services Inc	Vendor
GAS EQUIPMENT CO., INC.	Vendor
GAUMER COMPANY INC	Vendor
GCGV Asset Holding, LLC	Customers
GE MDS LLC	Vendor
GE OIL & GAS	Vendor
GENESIS SYSTEMS INC.	Vendor
GeoMet, Inc.	Customers
GEORGE R MCCONNELL	Vendor
GEORGESON LLC	Vendor
Georgia Pacific Wood Products LLC	Vendor
Georgia Pacific, LLC	Customers
Georgia-Pacific Monticello LLC	Customers
GEORGIA-PACIFIC WOOD PRODUCTS, LLC	Customers
GERALD DAUGHERTY-(BUDDY) EMPLOYEE	Vendor
GERALD STEARNS	Vendor
Gerardo Rivera	Director-Officer
GERARDO RIVERA-(EMPLOYEE)	Vendor
Getgo Inc	Vendor
Gieger, Laborde & Perouse, L.L.C.	Bankruptcy Professionals
GIFMS Capital Company LLC	Bank-Lender-UCC
GIS CONSTRUCTION LLC	Vendor
GK TECHSTAR, LLC	Vendor
GLENN DALE WELLS, JR	Vendor
Glenn Otto	U.S. Trustee Office
GLOBAL COMPRESSOR LP	Vendor
GLOBAL FIRE SPRINKLERS, LLC	Vendor
Global Partners L.P.	Customers
GLY-TECH SERVICES, INC.	Vendor
GOLIAD COUNTY TAX OFFICE	Vendor
GOLIAD ISD-CITY OF GOLIAD	Governmental - Regulatory
GOLIAD ISD-CITY OF GOLIAD	Vendor
Goodrich Petroleum Corporation	Customers
GOT GEAR MOTORSPORTS	Vendor
GPA Midstream Association	Vendor
GRACEY CONSULTING INC.	Vendor
GRAINGER	Vendor
GRANITE TELECOMMUNICATIONS	Utilities
GRANT THORTON LLP	Vendor
Graphic Products Inc	Vendor
GRAVITY MIDSTREAM, LLC.	Customers
GRAYBAR ELECTRIC CO., INC.	Vendor
GRAYLIND VINCENT	Vendor
GREAT PLAINS ANALYTICAL SERVICES, INC	Vendor
Great Texas Compression LLC	Utilities
GREEN EQUIPMENT COMPANY	Vendor
GREEN EXPLORATION COMPANY	Customers
GREG EVANS	Vendor
GREG HOOVER	Vendor
GREGG ENGINEERING SERVICES, LTD.	Vendor
GREYLOCK PRODUCTION, LLC	Vendor
GRIFFITH'S DISCOUNT TIRES, INC.	Vendor
GRIFFITH'S TIRE	Vendor

Name	Category
GUADALUPE VALLEY ELECTRIC COOPERATIVE,	Utilities
Guardian Compliance, Inc.	Vendor
GULF COAST GAS GATHERING LLC	Vendor
Gulf Coast Gas Gathering, LLC	Customers
Gulf Coast Measuring Services	Vendor
GULF COAST OIL & GAS INDUSTRIES, LLC	Vendor
GULF COAST TMC, LLC	Vendor
Gulf Pine Energy LP	Vendor
GULF PINE ENERGY OPERATING LLC	Top 30 Creditors
Gulf Pine Energy Operating LLC	Vendor
Gulf Pine Energy, LP	Customers
GULF SOUTH PIPELINE CO. LP-P.O. BOX 730000	Vendor
Gulf South Pipeline Company	Customers
GVL MARKETING LLC	Vendor
Gwen Smith	U.S. Trustee Office
H & H X-RAY SERVICES, INC.	Vendor
H & S CONSTRUCTORS INC.	Vendor
H & S VALVE, INC.	Vendor
H & S Valve, Inc. USE HSV0001	Vendor
H.I.G.WHITEHORSE CAPITAL	Bank-Lender-UCC
HAGER OIL COMPANY, INC.	Vendor
HAHN RESOURCES LTD	Vendor
HALO COMPRESSOR SOLUTIONS, LLC	Vendor
Hannah M. McCollum	U.S. Trustee Office
HANS BROTHERS INDUSTRIES	Vendor
HarbourView CLO VII-R, Ltd.	Bank-Lender-UCC
HARD CORE EQUIPMENT LLC	Vendor
Hardee Power Partners Ltd	Customers
Harold D. Blakeney	Vendor
Harris County Flood Control	Customers
HARRIS COUNTY M U D 405	Governmental - Regulatory
HARRIS COUNTY M U D 405	Vendor
HARRIS COUNTY TEXAS	Governmental - Regulatory
HARRIS COUNTY TEXAS	Vendor
HARRISON STAFFORD II	Vendor
HARRY GRISSE	Vendor
Hartford Underwriters Ins. Co.	Insurance - PFA
HARVEST PIPELINE COMPANY	Vendor
Hat Creek Energy, LLC	Customers
Hatfield & Company, Inc	Vendor
HATFIELD AND COMPANY INC.	Vendor
Hawkins Lease Service, INC	Vendor
HB PRODUCTS A/S	Vendor
HEATEC, INC	Vendor
Hector Duran	U.S. Trustee Office
HERCULES INDUSTRIES, INC.	Vendor
Hesco Gathering Company	Customers
HIGH ISLAND OIL CORP.	Customers
HIGH ISLAND OIL CORP.	Vendor
Highbridge Loan Management 2013-2, Ltd.	Bank-Lender-UCC
Highbridge Loan Management 3-2014	Bank-Lender-UCC
Highbridge Loan Management 4-2014	Bank-Lender-UCC
Highbridge Loan Management 5-2015	Bank-Lender-UCC
Highbridge Loan Management 6-2015	Bank-Lender-UCC
Highbridge Loan Management 7-2015 LTD	Bank-Lender-UCC
HIGHBRIDGE PRINCIPAL STRAT	Bank-Lender-UCC
Highmount Black Warrior Basin LLC	Customers
Hilcorp Energy Co	Customers
HILCORP ENERGY CO	Top 30 Creditors
HILCORP ENERGY CO	Vendor
Hilcorp Energy Company	Bank-Lender-UCC
Hilcorp Energy Company	LC Party - Beneficiary

Name	Category
Hilcorp Energy Dev LP	Vendor
HILCORP ENERGY I, L.P.	Customers
HILCORP ENERGY I, L.P.	Vendor
HINDS COUNTY TAX COLLECTOR	Vendor
HINDS CTY TAX COLLECTOR	Governmental - Regulatory
HOLIDAY WORLD OF KATY LLC	Vendor
Holly Dice	U.S. Trustee Office
HOLT CAT	Vendor
Holts Mechanical	Vendor
HOOD SALES & SERVICES LLC	Vendor
HOPE M. HERRINGTON	Governmental - Regulatory
HOPE M. HERRINGTON	Vendor
HOSE OF SOUTH TEXAS, INC.	Vendor
Houlihan Lokey	Bankruptcy Professionals
Houlihan Lokey Capital, Inc.	Bankruptcy Professionals
HOULIHAN LOKEY CAPITAL, INC.	Vendor
HOUSTON INSPECTION FIELD SERVICES, LLC.	Vendor
Houston Media Systems	Utilities
Houston Pipe Line Company LP	Customers
HOUSTON PIPELINE COMPANY LP	Vendor
Howard Energy Partners	Customers
HOWARD MEASUREMENT CO., INC.	Vendor
HPS Investment Partners, LLC	Bank-Lender-UCC
HPS Loan Management 9-2016, Ltd.	Bank-Lender-UCC
HUCO CONSULTING, INC.	Vendor
HUFF RANCH LIMITED PARTNERSHIP	Vendor
Hughes Eastern Corp	Customers
HUGHES EASTERN CORP.	Vendor
Hugo Alvarado	Vendor
HUNTON ANDREWS KURTH LLP	Vendor
HURD ENTERPRISES, LTD.	Vendor
HY-BON ENGINEERING CO., INC.	Vendor
Hydrocarbon Exchange Corp	Customers
Hydrocarbon Exchange Corp	Vendor
HYTORC IF TEXAS	Vendor
I-2-I TECHNOLOGIES, LC	Vendor
Iberdrola Renewables, S.A.	Customers
ICE DATA, LP	Vendor
ICE SYSTEMS, INC. dba PROXYTRUST	Vendor
ICE US OTC COMMODITY MARKETS, LLC	Vendor
ICM Global Floating Rate Inc Ltd	Bank-Lender-UCC
IDA M. TURNER, TAC	Governmental - Regulatory
Ignition System & Controls	Vendor
IH2S LLC	Vendor
II SERVICES INC	Vendor
ILLINOIS CENTRAL GULF RAILROAD-(TREASURE CTR)	Vendor
ILLINOIS CENTRAL RAILROAD COMPANY-(CHICAGO)	Vendor
Illinois National Insurance Company	Insurance - PFA
ILLINOIS SAND COMPANY LLC	Customers
Illinois Union Insurance Co.	Insurance - PFA
Illinois Union Insurance Co.	Insurance - PFA
Illionis National Insurance Company	Insurance - PFA
Industrial Communications	Vendor
INDUSTRIAL CORROSION SERVICE, INC.	Vendor
INDUSTRIAL NETWORKING SOLUTIONS	Vendor
INDUSTRIAL PIPING SPECIALISTS	Vendor
INDUSTRIAL SITE SERVICES, INC.	Vendor
INDUSTRYSAFE INC	Vendor
INFINITE ENERGY INC.	Vendor
Infinite Energy, Inc.	Customers
INFOSAT ABLE HOLDINGS	Utilities
INGLESIDE ETHYLENE	Vendor

Name	Category
INLAND OCEAN, INC	Customers
INLAND OCEAN, INC.	Vendor
INLINE SERVICES, INC.	Vendor
INNOVATIVE CONTROL SOLUTIONS INC	Vendor
INSITE TOWERS DEVELOPMENT 2, LLC	Vendor
INSTRUMENT & VALVE SERVICES COMPANY	Vendor
INTEGRATED POWER SERVICES, LLC	Vendor
Integrity Solutions Field Services Inc	Vendor
Integrity Solutions LTD	Vendor
Inteplast Group, Ltd.	Customers
Interconn Resources, LLC	Customers
INTERCONN RESOURCES, LLC	Top 30 Creditors
Interconn Resources, LLC	Vendor
Interior Image of Texas Services	Vendor
Internal Revenue Services	Governmental - Regulatory
International Paper Company	Customers
INTERSTATE ALL BATTERY CENTER-Ridgeland, MS.	Vendor
INTERSTATE ALL BATTERY CENTER-Victoria, TX	Vendor
INTERSTATE BATTERIES of SOUTH TEXAS	Vendor
INTERTEK TECHNICAL SERVICES, INC.	Vendor
Intertek USA Inc.	Vendor
INVESCO BL FUND LTD	Bank-Lender-UCC
Invesco Dynamic Credit Opportunities Fund	Bank-Lender-UCC
INVESCO FLOATING RATE FUND	Bank-Lender-UCC
INVESCO SENIOR INCOME TRUST	Bank-Lender-UCC
INVESCO SENIOR LOAN FUND	Bank-Lender-UCC
Invesco Senior Secured Management, Inc.	Bank-Lender-UCC
Invesco Zodiac Funds – Invesco US Senior Loan Fund	Bank-Lender-UCC
Investcorp Credit Mgmt US LLC	Bank-Lender-UCC
Ione Stevison	Vendor
IRON MOUNTAIN	Vendor
Ivy Gonzalez	Litigation
J Aron & Co	Customers
J. B. TAYLOR AND WIFE, DARLENE TAYLOR	Vendor
J. CHRIS KASSEN	Vendor
J.D. TRULL	Vendor
J.H. Lane Partners	Bank-Lender-UCC
J.H. Lane Partners Master Fund, LP	Bank-Lender-UCC
J.R. LOW SERVICES	Vendor
J2 GLOBAL IRELAND LIMITED	Vendor
JABSCO OIL OPERATING, LLC	Vendor
JACK R. LANGDON	Vendor
JACKSON COUNTY TAX A/C	Vendor
JACKSON ELECTRIC COOP., INC.	Utilities
Jaclyn Weissgerber	U.S. Trustee Office
Jacqueline Boykin	U.S. Trustee Office
JAMES GILBERT	Vendor
James J. Robinson	Bankruptcy Judges
JAMES JOHNSON	Vendor
JAMES L. TURNER CO.	Vendor
JAMES LAMAR HELLUMS	Vendor
JAMES LARRY TURNER	Vendor
JAMES P. BONN	Vendor
James R. O'Malley	U.S. Trustee Office
James W. Callaway	Vendor
James W. Swent III	Director-Officer
James W. Swent III	Director-Officer
JAMES W. SWENT III	Vendor
JAMES WAYNE PROPERTIES INC	Vendor
JAMES WOOD	Vendor
JAMESTOWN CLO II LTD.	Bank-Lender-UCC
Jamestown CLO IX Ltd.	Bank-Lender-UCC

Name	Category
JAMESTOWN CLO V LTD	Bank-Lender-UCC
JAMESTOWN CLO VII LTD	Bank-Lender-UCC
Jamestown CLO VIII Ltd.	Bank-Lender-UCC
Jamestown CLO VI-R Ltd.	Bank-Lender-UCC
Jamestown CLO X Ltd.	Bank-Lender-UCC
JAN PRO OF CENTRAL MS	Utilities
Jane Leamy	U.S. Trustee Office
JANICE CHAMPLIN HAMMONS AND COLEMAN HAMMONS	Vendor
JAROME JOHNSON	Vendor
Jason Friedman	Vendor
Jason H. Downie	Director-Officer
JASPER CO TAX COLL	Governmental - Regulatory
JASPER CO TAX COLL	Vendor
JASPER CO. TAX COLLECTOR	Governmental - Regulatory
JASPER CO. TAX COLLECTOR	Vendor
JATCO, INC.	Vendor
JD FIELDS & COMPANY, INC.	Vendor
Jeff Bohm	Bankruptcy Judges
JEFF CROOK	Vendor
Jeff Downing	Vendor
Jeff Hines	Vendor
JEFFERIES	Vendor
JEFFERSON COUNTY TAX COLLECTOR	Vendor
JEFFERSON CTY TAX COLL.	Governmental - Regulatory
JEFFERSON DAVIS CITY COLLECTOR	Vendor
JEFFERY R. CHRISTESSON	Vendor
Jeffrey Heck	U.S. Trustee Office
Jeffrey P. Norman	Bankruptcy Judges
Jeffries / Apex Credit Partners	Bank-Lender-UCC
JEM PROJECTS INC	Vendor
Jennifer Cooley	Vendor
Jennifer H. Henderson	Bankruptcy Judges
JERI D. COX, TAX ASSESSOR COLLECTOR	Governmental - Regulatory
Jerry Adamez	Vendor
JERRY PINKERTON	Vendor
Jerry W. Pinkerton	Director-Officer
Jesus Gonzalez, Jr. (estate of)	Litigation
Jesus Gonzalez, Sr.	Litigation
JET SPECIALTY & SUPPLY, INC.	Vendor
Jetta Operating Company Inc.	Customers
JETTA OPERATING COMPANY INC.	Vendor
JFIN CLO 2015 LTD	Bank-Lender-UCC
JIM DRISKILL	Vendor
Jim Pustejovsky	Vendor
JIM RICHTER	Vendor
JIM WELLS COUNTY APPRAISAL DISTRICT	Vendor
JIM WELLS CTY APPRAIS DIST	Governmental - Regulatory
JM SUPPLY	Vendor
JM TEST SYSTEMS, INC.	Vendor
JMM ENERGY LLC	Customers
JOANNA LERMA - EMPLOYEE	Vendor
JOAQUINN BESERRA	Vendor
Joe Salinas	Vendor
Joel D. Moxley	Director-Officer
JOEL MOXLEY	Vendor
JOEY GONZALEZ-(EMPLOYEE-CORPUS)	Vendor
JOEY RODRIGUEZ	Vendor
JOHN A ARNOLD, INC	Vendor
John Bonn	Director-Officer
John Callaway	Vendor
JOHN CRANE, INC.	Vendor
JOHN H. CARTER CO., INC.	Vendor

Name	Category
JOHN HERBERT ROADES	Vendor
John Pascador	Vendor
JOHN R. AMES, CTA	Governmental - Regulatory
JOHN R. AMES, CTA, TAX ASSESSOR/COLLECTOR	Vendor
JOHN ROACH	Vendor
JOHNSON CONTROLS, INC.	Vendor
Jonathan Dixon	Vendor
JONES COUNTY TAX COLLECTOR	Vendor
Jones Day	Bankruptcy Professionals
JOSE CARRANZA	Vendor
JOSE GUTIERREZ	Vendor
JOSEPH MACHOS	Vendor
JOSH THOMAS	Vendor
Joshua B. Purvis	Vendor
JP Morgan Chase Bank, N.A.	LC Party - Beneficiary
JPMorgan Asset Management	Bank-Lender-UCC
JPMorgan Chase Bank, N.A.	Bank-Lender-UCC
JPMorgan Chase Bank, N.A.	Bank-Lender-UCC
JPMorgan Chase Bank, N.A.	Bank-Lender-UCC
JULIAN A. RUIZ	Vendor
Juliet Sarkessian	U.S. Trustee Office
JUST ENERGY	Utilities
JUSTIN LEE	Vendor
Justin Mooring	Vendor
K & K Process LLC	Vendor
K&L CONTRACTORS INC	Vendor
K2CONTROLS INC	Vendor
Kaiser Foundation Hospitals	Bank-Lender-UCC
Kaiser Foundation Hospitals	Bank-Lender-UCC
Kaiser Francis Oil Co	Customers
KAISER FRANCIS OIL CO	Vendor
Kaiser Permanente Group Trust	Bank-Lender-UCC
KALER ENERGY CORP	Customers
KANSAS CITY SOUTHERN RAILWAY CO.	Vendor
KANTEX INDUSTRIES	Vendor
Karen Starr	U.S. Trustee Office
KARNES COUNTY TAX A/C	Governmental - Regulatory
KARNES COUNTY TAX A/C	Vendor
KARNES ELECTRIC COOPERATIVE	Utilities
KASS MARKETING	Vendor
KATHERINE CULBERT	Vendor
KATRINA ENERGY, LLC	Vendor
Kauk Construction LLC	Vendor
KAVANAUGH ENERGY SERVICES, INC.	Vendor
KAY S. JORGENSEN	Vendor
KD ENERGY LLC	Vendor
KD ENERGY, LLC	Customers
Keaton Simmons	Vendor
KEITH STARK	Vendor
KELLEY ROSS-BROWN	Governmental - Regulatory
KELLEY'S CLEANING SERVICE	Utilities
Kelly Jameson	Director-Officer
KELLY JAMESON	Vendor
Ken Petroleum Corporation	Vendor
KENMARK INC	Vendor
KENNETH MICAN	Vendor
KEVIN BEVILLE	Vendor
Kevin Gross	Bankruptcy Judges
Kevin J. Carey	Bankruptcy Judges
Keyspan Gas East Corporation	Customers
Kim Mcninch	Vendor
KIMBALL MIDWEST	Vendor

Name	Category
KIMRAY INC.	Vendor
Kinder Morgan Inc	Significant Competitors
Kinder Morgan Inc.	Customers
Kinder Morgan Tejas Pipeline LP	Customers
Kinder Morgan Tejas Pipeline, L.P.	Customers
KINDER MORGAN TEJAS PIPELINE, LLC -(PAY VIA WIRE)	Vendor
Kinder Morgan Texas Pipeline	Customers
Kinder Morgan Texas Pipeline LP	Customers
KINDER MORGAN TEXAS PIPELINE LP	Vendor
Kinder Morgan Treating, LP	Vendor
KINDER MORGAN, INC.	Vendor
KING RANCH, INC.	Vendor
Kirkland & Ellis LLP	Bankruptcy Professionals
KLEAN CORP INTERNATIONAL	Vendor
KLEBERG COUNTY TAX A/C	Vendor
KLOTZMAN EXPLORATION COMPANY	Vendor
KMG VAL-TEX, LLC	Vendor
KNIGHTEN MACHINE & SERVICE, INC.	Vendor
Knox Oil Field Supply Inc	Vendor
KNOX OILFIELD SUPPLY, INC.USE KNO1002	Vendor
Koch Energy Services, LLC	Customers
Koch Energy Services, LLC	Vendor
Koch Supply & Trading, LP	Customers
KONECRANES INC.	Vendor
Konecranes, Inc. USE KON0001	Vendor
KORTERRA, INC.	Vendor
KPMG LLP	Vendor
Kurtzman Carson Consultants	Bankruptcy Professionals
KWS OIL & GAS, LLC	Customers
L.A. TURBINE CORPORATION	Vendor
LAMAR COUNTY REVENUE COMMISSIONER	Vendor
LAMAR OIL & GAS INC	Customers
LAMAR OIL & GAS INC	Vendor
LAND AND NATURAL RESOURCE DEVELOPMENT	Vendor
Lane Electric Inc	Vendor
LARRY BOWEN OIL FIELD SERVICE, INC.	Vendor
LARRY DEAN JOHNSON	Vendor
Larry Perez	Vendor
LASALLE CO. TAX OFFICE	Governmental - Regulatory
LASALLE CO. TAX OFFICE- DORA A. GONZALES TAC	Vendor
LASEN INC.	Vendor
Latham & Watkins LLP	Bankruptcy Professionals
LATHAM & WATKINS LLP	Vendor
LAURA BALL	Vendor
Lauren Attix	U.S. Trustee Office
Laurie Selber Silverstein	Bankruptcy Judges
LAVACA COUNTY TAX A/C	Vendor
Law Office of Katzman & Katzman, PLLC	Vendor
LAWRENCE COUNTY TAX COLLECTOR	Vendor
LAWRENCE CTY TAX COLL.	Governmental - Regulatory
Legacy Safety and Consulting LLC	Vendor
Legado Opco LLC	Customers
LEONARD STROMAN	Vendor
LESLIE DIANA HOFF CREWS	Vendor
LEVI MILLER-(EMPLOYEE)	Vendor
LEWIS PETRO PROPERTIES, INC.	Top 30 Creditors
LEWIS PETRO PROPERTIES, INC.	Vendor
LEXINGTON INSURANCE COMPANY	Bank-Lender-UCC
Liberty Mutual Fire Insurance Co.	Insurance - PFA
Liberty Mutual Insurance Group	Customers
LIG GATHERING CO II LLC	Customers
Limerock CLO III, Ltd.	Bank-Lender-UCC

Name	Category
Linda Casey	U.S. Trustee Office
LINDA F. PATTERSON FAMILY TRUST	Vendor
Linda Motton	U.S. Trustee Office
Linda Richenderfer	U.S. Trustee Office
LINDOW OIL & GAS	Vendor
LINDSEY ROBERTS-(EMPLOYEE)	Vendor
LINN OPERATING, INC.	Vendor
LIVE OAK COUNTY APPRAISAL DISTRICT	Vendor
LIVE OAK CTY APPRAISAL DIS	Governmental - Regulatory
LL OIL CO	Customers
Llodys of London	Insurance - PFA
LLOYD LARGENT	Vendor
Lloyd's	Insurance - PFA
Locin Oil Corporation	Customers
Locke Lord LLP	Bankruptcy Professionals
Locke Lord LLP	Bankruptcy Professionals
Locke Lord LLP	Vendor
Logan Circle Partners	Bank-Lender-UCC
LOIS GAYLE KRUSCHWITZ	Vendor
Lone Star Groundwater Conservation District	Vendor
LONESTAR OPERATING LLC	Vendor
LONESTAR OPERATING, LLC	Customers
LONESTAR OVERNIGHT	Utilities
LONESTAR SAFETY SERVICES LLC	Vendor
LOOMIS SAYLES CLO II LTD	Bank-Lender-UCC
LOOMIS, SAYLES & COMPANY	Bank-Lender-UCC
Louis Dreyfus Energy Services LP	Customers
LOUIS R. PUGH JR.	Vendor
LOUISIANA VALVE SOURCE, INC.	Vendor
LT GATHERING, LLC	Customers
LT Gathering, LLC	Potential and Past M&A Counterparties
Luci Johnson-Davis	U.S. Trustee Office
LUIS MOLINA-(EMPLOYEE)	Vendor
Lumber Remanufacturing Services Inc.	Customers
LUXAPALILA VALLEY RAILROAD COMPANY	Vendor
M & J VALVE SERVICES, INC.	Vendor
M. N. Gonzalez [anonymous minor]	Litigation
M. R. Gonzalez [anonymous minor]	Litigation
MACK GRUBBS FORD-MERCURY INC.	Vendor
MAGELLAN BEHAVIORAL HEALTH	Vendor
MAGELLAN E&P HOLDINGS, INC.	Top 30 Creditors
MAGELLAN E&P Holdings, Inc.	Vendor
Magellan Processing, LP	Customers
Magellan Terminals Holdings L.P.	Customers
MAGNUM PRODUCING - GREGORY	Vendor
Magnum Producing, LP	Customers
Magnus Energy Marketing Ltd	Customers
Mal Crews	Vendor
MALEK INC	Vendor
MALLORY BIEGLER	Vendor
MAM Corporate Loan Fund	Bank-Lender-UCC
Mamerow Energy Corp	Customers
MAMEROW ENERGY SERVICES CORP	Vendor
Man GLG US CLO 2018-2 Ltd	Bank-Lender-UCC
MANUEL LOZANO	Vendor
Marathon Asset Management	Bank-Lender-UCC
Marathon CLO IX Ltd.	Bank-Lender-UCC
Marathon CLO V Ltd.	Bank-Lender-UCC
Marathon CLO VI Ltd.	Bank-Lender-UCC
Marathon CLO VII Ltd.	Bank-Lender-UCC
Marathon CLO VIII LTD.	Bank-Lender-UCC
MARATHON OIL COMPANY	Top 30 Creditors

Name	Category
MARATHON OIL COMPANY	Vendor
Marathon Oil EF LLC	Bank-Lender-UCC
Marathon Oil EF LLC	Customers
Marathon Oil EF LLC	LC Party - Beneficiary
MARATHON OIL EF LLC	Vendor
Marathon Petroleum Company LP	Customers
MARIECO, INC.	Vendor
MARILYN KNIGHT KEENE	Vendor
MARINER ENERGY RESOURCES INC	Customers
MARION COUNTY TAX A/C	Governmental - Regulatory
MARION COUNTY TAX A/C	Vendor
Mark Cox	Director-Officer
Mark Cox	Vendor
MARK P. CASTIGLIONE	Vendor
MARK SIMPSON	Vendor
Markwest Gas Services LLC	Customers
Markwest Javelina Company	Customers
MARQUEE CORPORATION	Customers
Marsh USA Inc	Vendor
Marsha L Glass CPA LLC	Vendor
Martha Callaway	Vendor
Martin Gas Sales	Customers
MARTIN O'CONNOR RANCH LTD.	Vendor
MARTIN TRANSPORT INC	Vendor
Marvin Isgur	Bankruptcy Judges
MARVIN M CHRONISTER	Vendor
MARWELL PETROLEUM, LIMITED PARTNERSHIP	Vendor
MARWELL PETROLEUM, LP	Customers
Mary F. Walrath	Bankruptcy Judges
MARY GAYLE PRIHODA	Vendor
Massachusetts Mutual Life Ins	Bank-Lender-UCC
Master Controls	Vendor
MATAGORDA COUNTY TAX A/C	Vendor
MATHESON TRIGAS, INC.	Utilities
Matrix PDM Engineering, Inc	Vendor
Matt Hartman	Director-Officer
MATTHEW ALONSO	Vendor
MATTHEW GROSS	Vendor
Matthew Hons	Vendor
MATTHEW MAREK-(EMPLOYEE)	Vendor
MCCLUNG ENERGY SERVICES LLC	Vendor
McElroy, Sullivan, Miller, Weber & Olmstead, LLP	Vendor
McGOWAN WORKING PARTNERS, INC	Vendor
MCGOWAN WORKING PARTNERS, INC.	Customers
MCGRIFF, SEIBELS & WILLIAMS, INC.	Vendor
MCM Technical Services	Vendor
MCMULLEN COUNTY TAX OFFICE	Vendor
MCMULLEN CTY TAX OFC	Governmental - Regulatory
MEDIANT COMMUNICATIONS INC	Vendor
Medina Electric	Utilities
MEDINA ELECTRIC COOPERATIVE INC	Utilities
Medina Electric Cooperative, Inc.	Bank-Lender-UCC
Medina Electric Cooperative, Inc.	LC Party - Beneficiary
MELANCON ENERGY PRODUCTS, INC.	Vendor
MELISSA T. DELAGARZA	Governmental - Regulatory
MERCER VALVE CO., INC.	Vendor
MERIT ENERGY CO	Vendor
MERIT ENERGY COMPANY	Customers
Merit Energy Company LLC	Vendor
MERRILL COMMUNICATIONS LLC	Vendor
Merrill Lynch Commodities Inc	Customers
MESA PRODUCTS, INC.	Vendor

Name	Category
MET Investors Series Trust – MET/Eaton Vance Floating Rate Portfolio	Bank-Lender-UCC
METLIFE	Bank-Lender-UCC
METROPOLITAN LIFE INS CO	Bank-Lender-UCC
Metropolitan Property and Casualty Insurance Company	Bank-Lender-UCC
Metro-Repro, Inc	Vendor
MEX GAS SUPPLY SL	Customers
MEYER ENERGY SERVICES, LLC	Vendor
Michael B. Howe	Director-Officer
MICHAEL CHESSER	Vendor
MICHAEL HOWE	Vendor
Michael Mayo	Vendor
MICHAEL MORRIS (EMPLOYEE)	Vendor
Michael Panacio	U.S. Trustee Office
Michael Reddin	Vendor
MICHAEL SCHINDLER	Vendor
Michael West	U.S. Trustee Office
MICHELLE D. GARCIA, TAX ASSESSOR	Governmental - Regulatory
MICHELLE KIRK	Governmental - Regulatory
MICRO STRATEGIES INC.	Vendor
Mid-Coast Electric Supply Inc	Vendor
MidFirst Bank	Bank-Lender-UCC
MIDSTATE ENVIRONMENTAL SERVICES, LLC	Vendor
MIKE LESLIE	Vendor
Mike Retton	Director-Officer
MIKE WARD	Vendor
MILDRED VEENSTRA FAMILY TRUST	Vendor
MILLER & SMITH GAS MARKETING	Vendor
MILLER ENVIRONMENTAL SERVICES, INC.	Vendor
Milos CLO, Ltd.	Bank-Lender-UCC
MILTON ROY LLC	Vendor
MISSISSIPPI 811	Utilities
Mississippi Department of Environmental Quality	Governmental - Regulatory
MISSISSIPPI DEPARTMENT OF REVENUE	Vendor
Mississippi Dept Of Transportation	Customers
MISSISSIPPI DEPT. OF REVENUE	Governmental - Regulatory
MISSISSIPPI GAUGE & SUPPLY CO.	Utilities
MISSISSIPPI NATURAL GAS ASSOCIATION	Vendor
Mississippi Public Service Commission	Governmental - Regulatory
Mississippi Resources, LLC	Customers
MISSISSIPPI RESOURCES, LLC	Vendor
MISSISSIPPI STATE TAX COMMISSION-PO BOX 1033	Vendor
Mississippi State Treasurer	Governmental - Regulatory
MJX ASSET MANAGEMENT	Bank-Lender-UCC
MK GAS CO	Customers
MME Midstream, L.P.	Customers
MOBILE MINI I, INC.	Utilities
MODA Ingleside Energy Center, LLC	Customers
MODSPACE CORPORATION	Utilities
MONSOON RAIN GROUP LLC	Vendor
MONTGOMERY COUNTY TAX A/C	Vendor
MOODY'S INVESTORS SERVICE, INC.	Vendor
MOON HINES TIGRETT OPERATING CO INC	Vendor
Moore Control Systems Inc	Vendor
MOORE FANS LLC	Vendor
Morgan Stanley Capital Group Inc.	Customers
Morris Nichols	Bankruptcy Professionals
MORROW OIL & GAS COMPANY	Vendor
MOSES CONSTANTE	Vendor
MOSES MUNOZ	Vendor
MRC GLOBAL (US) INC	Vendor
MSC INDUSTRIAL SUPPLY, INC.	Vendor
MSDSonline INC	Vendor

Name	Category
Multi-Asset Core Plus Fund	Bank-Lender-UCC
Multi-Asset Growth Strategy Fund	Bank-Lender-UCC
Municipal Gas Marketing Services	Customers
NALCO	Vendor
NASDAQ CORPORATE SOLUTIONS LLC	Vendor
Nathan Martin	Vendor
National Energy & Trade LLC	Customers
National Fire & Marine Ins. Co.	Insurance - PFA
National Union Fire Insurance	Bank-Lender-UCC
NATURAL GAS & OIL INC.	Vendor
NATURAL GAS SERVICES GROUP, INC.	Vendor
NeoFunds by NeoPost	Vendor
Neuberger Berman Alternative Funds – Neuberger Berman Absolute Return Multi-Manager Fund	Bank-Lender-UCC
Neuberger Berman Investment Funds Plc	Bank-Lender-UCC
NEUMIN PRODUCTION COMPANY	Vendor
New Century Exploration Inc.	Customers
NEWSON GALE INC	Vendor
NEXAIR	Vendor
NEXTCARE URGENT CARE	Vendor
NEXTERA ENERGY CAPITAL HOLDINGS, INC	Top 30 Creditors
NEXTERA ENERGY CAPITAL HOLDINGS, INC	Vendor
Nexus Integrity Management, LLC	Vendor
Nga Rathburn	Vendor
Nicholas J. Caruso, Jr.	Director-Officer
NICK CARUSO	Vendor
NICK FRANSEN	Vendor
Nick Williams	Director-Officer
NJR Energy Services Co	Customers
NORDON CORPORATION	Vendor
North American Van Lines Inc #774768	Vendor
NORTHERN SAFETY & INDUSTRIAL	Vendor
NORTHERN WHITE SAND LLC	Customers
NORTHWEST ALABAMA GAS DISTRICT	Customers
NUECES COUNTY	Governmental - Regulatory
NUECES COUNTY TAX OFFICE	Vendor
NUECES ELECTRIC COOP., INC.	Utilities
NUECES ELECTRIC COOP-RETAIL DIV	Utilities
NuStar Logistics LP	Customers
NVI, LLC DBA NONDESTRUCTIVE & VISUAL	Vendor
Nyati Service Inc.	Vendor
NYSE MARKET, INC.	Vendor
Oblaen Resources LLC	Customers
OBLAEN RESOURCES LLC	Vendor
OCCIDENTAL CHEMICAL CORPORATION	Top 30 Creditors
OCCIDENTAL CHEMICAL CORPORATION	Vendor
OCCIDENTAL ENERGY MARKETING INC	Vendor
Occidental Energy Marketing, Inc.	Customers
OCCUPATIONAL HEALTH CENTERS OF THE	Vendor
Occupational Safety and Health Administration	Governmental - Regulatory
Ocean Trails CLO IV	Bank-Lender-UCC
OCEAN TRAILS CLO V	Bank-Lender-UCC
OCEAN TRAILS CLO VI	Bank-Lender-UCC
Octagon Credit Investors, LLC	Bank-Lender-UCC
OCTAGON INVEST PARTNERS XXII	Bank-Lender-UCC
OCTAGON INVESTMENT PART XIV	Bank-Lender-UCC
Octagon Investment Partners 18-R, Ltd.	Bank-Lender-UCC
OCTAGON INVESTMENT PARTNERS 24	Bank-Lender-UCC
Octagon Investment Partners 25, Ltd.	Bank-Lender-UCC
Octagon Investment Partners 33, Ltd.	Bank-Lender-UCC
OCTAGON INVESTMENT PARTNERS XV	Bank-Lender-UCC
OCTAGON INVESTMENT PARTNERS XX	Bank-Lender-UCC

Name	Category
Octagon Investment Partners XXI, Ltd.	Bank-Lender-UCC
OCTAGON INVESTMENT PRTRNS XVI	Bank-Lender-UCC
OCTAGON INVESTMENT XIX	Bank-Lender-UCC
OCTAGON INVESTMENT XVII	Bank-Lender-UCC
OCTAGON INVESTMENT XXIII	Bank-Lender-UCC
Octagon Loan Funding, Ltd.	Bank-Lender-UCC
ODESSA PUMPS & EQUIPMENT	Vendor
OFFICE BOY	Vendor
OGLETREE DEAKINS NASH SMOAK & STEWART	Vendor
OGP OPERATING INC	Vendor
OGS PIPELINE, LLC	Vendor
Ohio Casualty Insurance Company	Insurance - PFA
OHMSTEDE INDUSTRIAL SERVICES	Vendor
OIL FIELD VALVE SERVICE & SUPPLY	Vendor
OIL PRICE INFORMATION SERVICE LLC	Vendor
Oil States Industries	Customers
OKIE OPERATING CO LTD	Vendor
OLYMBEC USA LLC	Vendor
OMLP, LP	Vendor
ON TIME COURIERS INC.	Vendor
ONYX ENGINEERING INC.	Vendor
ONYX GAS MKTG CO LC	Vendor
Onyx Gas Mktg Co LLC	Customers
Onyx Midstream, LP	Potential and Past M&A Counterparties
OPEN DOOR PROMOTIONS	Vendor
Oppenheimer Master Loan Fund, LLC	Bank-Lender-UCC
Oppenheimer Quest for Value Funds for the Account of Oppenheimer Fundamental Alternatives Fund	Bank-Lender-UCC
Oppenheimer Senior Floating Rate Fund	Bank-Lender-UCC
Oppenheimer Senior Floating Rate Plus Fund	Bank-Lender-UCC
OppenheimerFunds, Inc.	Bank-Lender-UCC
OppenheimerFunds, Inc.	
Brown Bros Harriman & Co	Bank-Lender-UCC
OPTIMAX SERVICES & SUPPLY, LLC	Vendor
Oracle America Inc	Vendor
Orion Pipeline LLC	Customers
Orlando Utilities Commission	Customers
OSPREY PETROLEUM COMPANY, INC.	Customers
OSPREY PETROLEUM COMPANY, INC.	Vendor
Osyka Permian, LLC	Customers
OTC MARKETS GROUP INC.	Vendor
OTTO BROWNING, JR.	Vendor
OVERNITE SOFTWARE, INC	Vendor
P & W SERVICES, INC	Vendor
P&W Sales Inc	Vendor
P. C. COCHRANE TAX A/C	Governmental - Regulatory
Pacific Summit Energy LLC	Customers
PALACIOS ISD TAX ASSES COLL	Governmental - Regulatory
PALACIOS ISD TAX ASSESSOR COLLECTOR	Vendor
PANTON INC	Vendor
PAR MINERALS CORP	Vendor
PARIJAT CONTROLWARE, INC.	Vendor
PARK FIRST LLC	Utilities
Paschal Welding & Construction	Vendor
PATCO ELECTRICAL CONTRACTORS, INC.	Vendor
Patricia Madro	Vendor
Patricia Schmidt	U.S. Trustee Office
PATRICK L. KUBALA, PCC	Governmental - Regulatory
PATTERSON ENERGY CORPORATION	Vendor
Patterson Petroleum, LP	Customers
PAUL J KRENEK	Vendor
PAUL TINSLEY	Vendor

Name	Category
PCAOB	Vendor
Peak AI Solutions	Vendor
PEARL RIVER CO TAX	Governmental - Regulatory
PEARL RIVER CO TAX	Vendor
PEARL RIVER VALLEY ELECTRIC POWER ASSN.	Utilities
Peggy Sims	Vendor
PENDULUM ENERGY, LLC	Vendor
PENELOPE DIAZ EADDY	Vendor
Penn Transport, LLC	Vendor
PENN VIRGINIA OIL & GAS CORPORATION	Customers
Peoples Gas System	Customers
Perdido Energy, LLC	Customers
PERDIDO ENERGY, LLC	Vendor
PERI PETROLEUM, LLC	Vendor
PERRY COUNTY TAX COLLECTOR	Vendor
PERRY CTY TAX COLLECTOR	Governmental - Regulatory
Petro Harvester Gulf Coast Holdings, LLC	Customers
Petro Source Products LLC	Customers
Petro Waste Environmental	Director-Officer
Petrogulf Corporation	Customers
PETROGULF CORPORATION	Vendor
PETRO-HUNT, L.L.C.	Customers
PETROLAB	Vendor
PETROLEUM FUELS MIDSTREAM HOLDING LLC	Customers
PETROQUIP	Vendor
Pettus Oilfield Supply	Vendor
PEYTON C. COCHRANE, TAX COLLECTOR	Vendor
PFV Supply, LLC	Vendor
PGP OPERATING, LLC	Customers
PGP Operating, LLC	Vendor
PHILIP SCHNORBACH	Vendor
PICKENS COUNTY REVENUE COMMISSIONER	Vendor
PICKETT SYSTEMS	Vendor
Piedmont Natural Gas Co.	Customers
PILOT THOMAS LOGISTICS LLC	Vendor
Pinnacle Chemical Solutions LLX	Vendor
PINNACLE INDUSTRIES LTD.	Vendor
PINTAIL OIL & GAS LLC.	Vendor
PINTAIL OIL & GAS, LLC	Customers
Pioneer Natural Resources Usa Inc	Customers
Pioneer Pipe	Customers
Pipeline and Hazardous Materials Safety Administration	Governmental - Regulatory
PIPELINE CONTROLS & SERVICES, INC.	Vendor
PIPELINE DESIGN & ENGINEERING, LLC	Vendor
Pipeline Measurement Co	Vendor
PITNEY BOWES GLOBAL FINANCIAL SRV LLC	Vendor
Pivotal Petroleum Partners LP	Director-Officer
Plains Marketing, L.P.	Customers
Plumblin Consulting LLC	Vendor
Pogo Producing Co LLC	Customers
PORT OF C. CHRISTI AUTH	Governmental - Regulatory
Port of Corpus Christi Authority	Customers
PORT OF CORPUS CHRISTI AUTHORITY	Vendor
Portal Shop	Vendor
POWER & RUBBER SUPPLY, INC.	Vendor
POWER THERM CO INC	Vendor
PRAXAIR DISTRIBUTION INC (CORPUS)	Vendor
PRECISION PUMP & VALVE, LLC	Vendor
PREMIER NATURAL RESOURCES II, LLC	Customers
PREMIER SPRINGWATER DISTRIBUTION	Vendor
Premier Tank Truck Service	Vendor
PRENTISS ELECTRIC SERVICE, INC.	Vendor

Name	Category
PRICE CATTLE CO.	Vendor
PRICewaterHOUSE COOPERS LLP	Vendor
PRIDE ENERGY COMPANY AND OKLAHOMA	Vendor
PRIME CONTROLS, LP	Vendor
Principal Funds, Inc. – Global Multi-Strategy Fund	Bank-Lender-UCC
PROCESS CFD SOLUTIONS	Vendor
PRODUCTION PIPELINE & PROCESSING LLC	Customers
PROGRESSIVE PIPELINE	Vendor
Project Consulting Services, Inc.	Vendor
Proline Energy Resources	Vendor
PROPANE EDUCATION & RESEARCH COUNCIL	Vendor
PROSTAR SERVICES INC DBA PARKS COFFEE	Vendor
Prudential Bank Loan Fund of the Prudential Trust Company Collective Trust	Bank-Lender-UCC
Prudential Investment Management, Inc.	Bank-Lender-UCC
Prudential Investment Portfolios, Inc. 14 – PGIM Floating Rate Income Fund	Bank-Lender-UCC
Pruet Production Co	Customers
PRUET PRODUCTION CO	Vendor
PSC INDUSTRIAL OUTSOURCING, LP	Vendor
PSS COMPANIES	Vendor
Public Service Company of North Carolina	Customers
PUFFER-SWEIVEN	Vendor
Pulse Measurement & Controls LLC	Vendor
Pump Jack Cattle Company LLC	Vendor
Pumpelly Oil Acquisition LLC	Vendor
PURCHASE POWER	Utilities
PURE Insurance Company	Bank-Lender-UCC
Pursue Energy Corp	Customers
PURSUE ENERGY CORPORATION	Vendor
QBE Insurance Corporation	Insurance - PFA
QBE Insurance Corporation	Insurance - PFA
QEP ENERGY COMPANY	Customers
Quadra Chemicals Inc	Vendor
QUAMVIS SCA SICAV-FIS: CMAB - SIF - Credit Multi Asset Pool B	Bank-Lender-UCC
QUEST INTEGRITY USA LLC	Vendor
QUORUM BUSINESS SOLUTIONS, INC.	Vendor
R. SCHERER VICT. CO TX AC	Governmental - Regulatory
R.C. INDUSTRIES LLC	Vendor
R360 ES HOLDINGS INC.	Vendor
Rabalais I&E Constructors	Vendor
Rachel Webber	U.S. Trustee Office
Railroad Commission of Texas	Governmental - Regulatory
Railroad Commission of Texas	Surety Bond Party
Railroad Commission of Texas	Vendor
Railroad Commission of Texas (TX)	Insurance - PFA
RAILROAD COMMISSION OF TEXAS -Gas Srv Div	Vendor
RAILROAD COMMISSION OF TEXAS-Alternative Fuels	Vendor
RAILROAD COMMISSION OF TEXAS-P-5	Vendor
RAILROAD COMMISSION OF TX	Governmental - Regulatory
RAILROAD COMMISSION OF TX	Governmental - Regulatory
RAINBOW ENERGY MARKETING CORPORATION	Customers
Ram Bustamante	Vendor
RAM ENERGY LLC	Vendor
Ramona Vinson	U.S. Trustee Office
Randall S. Wade	Director-Officer
RANDY NICHOLS	Vendor
Range Production Company	Customers
Range Resources Corp	Customers
RANKIN COUNTY TAX COLLECTOR	Vendor
RANKIN COUNTY TX COLL	Governmental - Regulatory
RAWSON L.P.	Vendor

Name	Category
RAY TOMAN	Vendor
Raymond Gray	Vendor
Raymond James Bank, N.A.	Bank-Lender-UCC
Raymond LeCompte	Vendor
RAYMOND W. SETTLE	Vendor
RAZOR SPECIALTIES LLC	Vendor
RBM Solutions LLC	Customers
RBM SOLUTIONS LLC	Vendor
READYREFRESH BY NESTLE	Utilities
RECETTE CLO LTD	Bank-Lender-UCC
RED BALL OXYGEN	Vendor
REDDY ICE CORPORATION	Vendor
Reed Smith LLP	Vendor
REFINERY SPECIALTIES, INC.	Vendor
Refinery Terminal Fire Company	Vendor
REFUGIO COUNTY TAX A/C	Vendor
REGENCY DESOTO-HESCO SERVICES LLC	Customers
REGENCY FIELD SERVICES, LLC	Customers
REGGIE KEITH DAUGHDRILL	Vendor
Regions Bank	Bank-Lender-UCC
RELIABILITY POINT LLC	Vendor
RELIANT	Utilities
RELIANT FIELD SERVICES, INC.	Vendor
Remora Management LLC	Customers
REMORA OIL & GAS, LLC	Vendor
REMORA OPERATING, LLC	Top 30 Creditors
REMORA OPERATING, LLC	Vendor
REMOTE OPERATIONS CENTER, LLC	Vendor
RENA SCHERER - VICTORIA CO. TAX A/C	Vendor
Rene Roel Elizondo, Jr.	Litigation
RENTACRATE ENTERPRISES LLC	Vendor
REPUBLIC SERVICES, INC.	Utilities
REPUBLIC SERVICES, INC. #847	Utilities
RES ENERGY SOLUTIONS	Vendor
REYNOLDS AVIATION	Utilities
Riachuelo Limited Partnership	Vendor
RICCARDELL CONSULTING SERVICES	Vendor
RICHARD DESIGN SERVICES, INC.	Vendor
Richard Schepacarter	U.S. Trustee Office
RICHARDO LOPEZ	Vendor
RICKS CLEANING SERVICE	Utilities
RICOH USA, INC	Vendor
RICOHET ENERGY, INC.	Customers
RIGNET, INC.	Vendor
RINCON PETROLEUM CORP	Customers
RINCON WATER SUPPLY CORP.	Utilities
Ritter Forest Products	Vendor
RIVER CONSULTING, LLC.	Vendor
RIVERON CONSULTING, LP	Vendor
RLI INSURANCE CO. DEPT 3300	Vendor
RLI Insurance Company	LC Party - Beneficiary
ROB & BESSIE WELDER WILDLIFE FOUNDATION	Vendor
ROBERT D. LEE	Vendor
ROBERT HALF FINANCE & ACCOUNTING	Vendor
ROBERT MACHACEK-(EMPLOYEE-VICTORIA)	Vendor
ROBERTSON RESOURCES, INC.	Vendor
ROBIN TEETER	Vendor
ROBYN LOMONACO	Vendor
ROCHESTER MIDLAND CORPORATION	Vendor
Rock Eagle Ranch Corporation	Vendor
Rockdale Energy, LLC	Customers
ROCKDALE ENERGY, LLC	Top 30 Creditors

Name	Category
ROCKDALE ENERGY, LLC	Vendor
ROCKWELL AUTOMATION-(1201 2ND ST)	Vendor
ROCKWELL AUTOMATION, INC.	Vendor
RODNEY BLACKWELL	Vendor
ROGER SOLIS	Vendor
ROGUE WASTE RECOVERY & ENVIRONMENTAL	Vendor
ROLAND MOTA	Vendor
RON MCCOWEN	Vendor
RONAK PATEL	Vendor
RONALD BELLAMY	Vendor
ROSEMOUNT ANALYTICAL, INC.	Vendor
ROSEMOUNT, INC.	Vendor
ROSEN USA	Vendor
ROSEWOOD RESOURCES INC	Vendor
Rosewood Resources, Inc.	Customers
ROSS MOLINA OLIVEROS, P.C.	Vendor
ROTOR-TECH, INC.	Vendor
ROUNDTREE & ASSOCIATES INC	Top 30 Creditors
ROUNDTREE & ASSOCIATES INC	Vendor
Rover Operating LLC	Customers
Royal Bank of Canada	Bank-Lender-UCC
Royal Bank of Canada	Bank-Lender-UCC
Royal Bank of Canada	Bankruptcy Professionals
ROYAL PRODUCTION COMPANY	Customers
RPA Advisors	Bankruptcy Professionals
RPA Advisors, LLC	Vendor
RPPG INC	Vendor
RR 1 Ltd	Bank-Lender-UCC
RR 3 Ltd	Bank-Lender-UCC
RR 4 Ltd	Bank-Lender-UCC
RSUI Indemnity Company	Insurance - PFA
RUDY CANTU	Vendor
RURAL TRASH SERVICE INC.	Utilities
Russell Global Opportunistic Credit Fund	Bank-Lender-UCC
Russell Investment Company	Bank-Lender-UCC
Russell Investment Company	Bank-Lender-UCC
Russell Investment Company	Bank-Lender-UCC
Russell Investment Company	Bank-Lender-UCC
Russell Investment Company	Bank-Lender-UCC
Russell Investments Global Unconstrained Bond Pool	Bank-Lender-UCC
Russell Investments Institutional Funds, LLC	Bank-Lender-UCC
Russell Investments Qualifying Investor Alternative Funds plc	Bank-Lender-UCC
Russell Multi-Strategy Income Fund	Bank-Lender-UCC
RUSTY (RICHARD) MOODY	Vendor
RW Flow Controls Inc.	Vendor
RYAN GODFREY	Vendor
S LAVON EVANS JR OPER CO INC	Customers
S LAVON EVANS JR OPER CO INC	Vendor
S&P Global Platts	Vendor
S&R COMPRESSION LLC	Vendor
S.A.G. Enterprises	Customers
Sabco Oil & Gas Corp	Customers
SABINE ENVIRONMENTAL	Vendor
Sabine River Energy, LLC	Customers
SAFESITE INC	Vendor
SAFZONE FIELD SERVICES, LLC	Vendor
Saga Petroleum LLC	Customers
Sage ATC Environmental Consulting LLC	Vendor
Sage Software Inc	Vendor
SAGEBRUSH TOWERS, INC.	Utilities
SAM'S CLUB	Vendor
SAN PATRICIO ELECTRIC COOP-(PO BOX 360)	Utilities
San Patricio Electric Cooperative, Inc.	Bank-Lender-UCC

Name	Category
San Patricio Electric Cooperative, Inc.	LC Party - Beneficiary
Sanchez Energy Corporation	Customers
Sanchez Oil & Gas Corp	Customers
Sandalwood Exploration LP	Customers
SANDALWOOD EXPLORATION, LP	Vendor
SANDEL ENERGY, INC.	Customers
SANDEL ENERGY, INC.	Vendor
SANDER RESOURCES, LLC	Vendor
SANDRA HENRICHSON NEAL	Vendor
SANDRA L DAVIS	Vendor
Sandy Burlison	Vendor
SANFORD RESOURCES CORPORATION	Vendor
SANTOS D. VILLARREAL JR.	Vendor
SBA TOWERS II LLC	Vendor
Scana Energy Marketing, Inc.	Customers
SCHNEIDER ELECTRIC SYSTEMS USA INC	Vendor
S-Con, Inc.	Vendor
SCOTT ELECTRIC COMPANY	Vendor
SCOTT GISLER	Vendor
Sea Eagle Ford LLC	Bank-Lender-UCC
SEA EAGLE FORD, LLC.	Top 30 Creditors
SEA EAGLE FORD, LLC.	Vendor
Seahawk Pipeline LLC	Vendor
Seahawk Pipeline, LLC	Potential and Past M&A Counterparties
SEC ENERGY PRODUCTS & SERVICES LP	Vendor
Secureworks Inc	Vendor
Sejita Pipeline Company	Customers
SELECT COMMERCIAL SERVICES, LLC	Vendor
Sempra Energy Trading Corp	Customers
Sequent Energy Management LP	Customers
SEQUENT ENERGY MANAGEMENT LP	Vendor
Sergio Ramos	Litigation
SERGIO RAMOS AND VANNESA GUTIERREZ	Legal
SERVICE JUNCTION INC	Vendor
SETEC MIDSTREAM	Vendor
SETH HOFFMAN	Vendor
Setpoint Integrated Solutions	Vendor
Severo Sepulveda, Jr.	Litigation
Shakima L. Dortch	U.S. Trustee Office
SHANK COMMUNICATIONS CO., INC.	Utilities
Shawn Witt	Vendor
SHEILA KNIGHT HOWELL	Vendor
Sheinberg Tool Co., Inc.	Vendor
Shell Energy North America US LP	Customers
Shell Trading (Us) Company	Customers
SHERI S. BELL-(EMPLOYEE)	Vendor
SHERMCO INDUSTRIES, INC	Vendor
Sherwin Alumina Company	Customers
SHI INTERNATIONAL CORP	Vendor
SHIRLEY LAZA	Vendor
Shred Document Destruction LLC	Vendor
SICK INC.	Vendor
SIERRA CHEMICALS, LC	Vendor
SIGNS FIRST	Vendor
Silas Mumphord Estate	Vendor
Silver Spring CLO Ltd.	Bank-Lender-UCC
SilverBow Resources Operating LLC	LC Party - Beneficiary
SILVERBOW RESOURCES OPERATING LLC	Top 30 Creditors
Silverbow Resources Operating LLC	Vendor
SilverBow Resources Operating, LLC	Bank-Lender-UCC
SILVERBOW RESOURCES OPERATING, LLC	Customers
SILVERMINE CAPITAL MANAGEMENT, LLC	Bank-Lender-UCC

Name	Category
SIMPSON COUNTY TAX COLLECTOR	Vendor
SITE SERVICES, INC.	Vendor
SJS INDUSTRIAL LLC	Vendor
Skid-O-Kan	Vendor
SKLAR EXPLORATION COMPANY, LLC	Customers
SKRIVANOS ENGINEERING INC	Customers
SLOAN CLAYTON-EMPLOYEE	Vendor
SMART PLUMBING INC	Vendor
SMARTWARE GROUP	Vendor
Smith & Burgess LLC	Vendor
Smith Compression and Fabrication, Inc.	Vendor
SMITH COUNTY TAX COLLECT.	Governmental - Regulatory
SMITH COUNTY TAX COLLECTOR	Vendor
SMITH OPERATING & MANAGEMENT CO	Vendor
SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE	Vendor
SMITTY'S HEAVY HAULING	Vendor
SOFTWARE EXPERTS, INC.	Vendor
SOLA LTD	Bank-Lender-UCC
SOLAR TURBINES INCORPORATED	Top 30 Creditors
SOLAR TURBINES INCORPORATED	Vendor
SOLARCRAFT, INC.	Vendor
SOLIUM CAPITAL LLC	Vendor
Solus Alternative Asset Management LP	Bank-Lender-UCC
Solus Opportunities Fund 4 LP	Bank-Lender-UCC
Solus Opportunities Fund 5 LP	Bank-Lender-UCC
Solus Opportunities IDF Series Interests of the SALI Multi-Series Fund, L.P.	Bank-Lender-UCC
Solus Senior High Income Fund LP	Bank-Lender-UCC
Soumya Narla	Vendor
SOUND ENVIRONMENTAL SOLUTIONS, INC.	Vendor
SOUND POINT CAPITAL MANAGEMENT FUND	Bank-Lender-UCC
Sound Point Capital Management, LP	Bank-Lender-UCC
Sound Point CLO VI Ltd	Bank-Lender-UCC
Sound Point Credit Opportunities Master Fund, L.P.	Bank-Lender-UCC
Sound Point Montauk Fund, LP	Bank-Lender-UCC
Sound Point Senior Floating Rate Master Fund, L.P.	Bank-Lender-UCC
SOUTH ANNA INC	Vendor
SOUTH CENTRAL CONSTRUCTION, INC.	Vendor
South Central Texas Oil & Gas	Customers
SOUTH JERSEY RESOURCES GROUP, LLC	Customers
South Mississippi Electric Power Assoc	Customers
SOUTH TEXAS CRANE SERVICE INC	Vendor
SOUTH TEXAS FILTER & SUPPLY CO.	Vendor
South Texas Outfitters	Vendor
South Texas SCM	Vendor
Southcross Alabama Gathering System	Customers
Southcross Alabama Pipeline LLC	Customers
Southcross Alabama Pipeline LLC	Known Affiliates - JV
Southcross CCNG Gathering Ltd.	Known Affiliates - JV
SOUTHCROSS CCNG TRANSMISSION LTD	Customers
Southcross CCNG Transmission Ltd.	Known Affiliates - JV
Southcross Delta Pipeline LLC	Known Affiliates - JV
Southcross Energy Finance Corp.	Known Affiliates - JV
Southcross Energy GP	Customers
Southcross Energy GP LLC	Known Affiliates - JV
Southcross Energy LP LLC	Known Affiliates - JV
Southcross Energy Operating, LLC	Known Affiliates - JV
SouthCross Energy Partners GP	Customers
Southcross Energy Partners GP, LLC	Known Affiliates - JV
Southcross Energy Partners, L.P.	Known Affiliates - JV
Southcross Gathering Ltd.	Known Affiliates - JV
Southcross GP Management Holdings, LLC	Known Affiliates - JV
SOUTHCROSS GULF COAST TRANSMISSION LTD	Customers

Name	Category
Southcross Gulf Coast Transmission Ltd.	Known Affiliates - JV
Southcross Holdings Borrower GP LLC	5% or More Equity Holders
Southcross Holdings Borrower LP	5% or More Equity Holders
Southcross Holdings GP LLC	5% or More Equity Holders
Southcross Holdings Guarantor GP LLC	5% or More Equity Holders
Southcross Holdings Guarantor LP	5% or More Equity Holders
Southcross Holdings Intermediary LLC	Known Affiliates - JV
Southcross Holdings LP ("Holdings")	5% or More Equity Holders
Southcross Marketing Company	Customers
Southcross Marketing Company Ltd.	Known Affiliates - JV
Southcross Midstream GP, LLC	Known Affiliates - JV
Southcross Midstream Services, L.P.	Known Affiliates - JV
Southcross Midstream T/U GP, LLC	Known Affiliates - JV
Southcross Midstream Utility, LP	Known Affiliates - JV
Southcross Mississippi Gathering, L.P.	Known Affiliates - JV
Southcross Mississippi Industrial Gas Sales, L.P.	Known Affiliates - JV
SOUTHCROSS MISSISSIPPI PIPELINE LP	Customers
Southcross Mississippi Pipeline, L.P.	Known Affiliates - JV
Southcross NGL Pipeline Ltd.	Known Affiliates - JV
Southcross Nueces Pipelines LLC	Known Affiliates - JV
Southcross Processing LLC	Known Affiliates - JV
Southcross Transmission, LP	Known Affiliates - JV
Southcross TS Midstream Services, LP	Known Affiliates - JV
Southeast Supply Header, LLC	Bank-Lender-UCC
Southeast Supply Header, LLC	Customers
SOUTHEAST SUPPLY HEADER, LLC	Vendor
Southeast Supply Header, LLC (SESH)	LC Party - Beneficiary
Southern Company Services, Inc.	Customers
Southern Natural Gas Company	Customers
SOUTHERN NATURAL GAS COMPANY	Vendor
SOUTHERN PINE ELECTRIC POWER ASSN.	Utilities
SouthernLINC	Utilities
Southstar Energy Services, LLC	Customers
SOUTHTEX TREATERS, LLC	Vendor
Southwest Airlines Co.	Director-Officer
Southwest Energy, LP	Customers
SOUTHWEST ENERGY, LP	Utilities
SOUTHWEST RESEARCH INSTITUTE	Vendor
SP PLUS CORPORATION	Utilities
SPANKYS PORTABLE TOILETS	Utilities
Sparkletts & Sierra Spring	Vendor
SPARKLETTS AND SIERRA SPRINGS	Vendor
SPIRIT OILFIELD SUPPLY, INC.	Vendor
Spitzer Industries, Inc	Vendor
SPL, Inc.	Vendor
SPL-SOUTHERN PETROLEUM LABS, INC	Vendor
SPOONER PETROLEUM COMPANY	Customers
SPOTLIGHT ENERGY LLC	Top 30 Creditors
SPOTLIGHT ENERGY LLC	Vendor
SPOTLIGHT ENERGY, LLC	Customers
SPUR OPERATING CO	Customers
SR TRIDENT, INC	Vendor
STANDARD & POOR'S FINANCIAL SERVICES, LLC.	Vendor
STAPLES BUSINESS ADVANTAGE	Vendor
STAPLES CONTRACT & COMMERCIAL, INC.	Vendor
Star Crete Products	Customers
STAR MEASUREMENT	Vendor
STAR NATURAL GAS CO LLC	Vendor
STATE COMPTROLLER	Governmental - Regulatory
STATE COMPTROLLER	Vendor
STATE OF DELAWARE DIVISION OF CORPORATIONS	Governmental - Regulatory
State of Mississippi	Customers

Name	Category
Steamatic of San Antonio	Vendor
STEEL DUST RECYCLING, LLC	Customers
Stephanie E Fox	Vendor
Stephen Statham	U.S. Trustee Office
STEPHENS PRODUCTION COMPANY	Vendor
STERLING TRANSPORT	Vendor
STEVE SIJANSKY - EMPLOYEE	Vendor
STEWART DEAN BEARING COMPANY, INC.	Vendor
Stichting Bedrijfstakpensioenfondsvoor het Beroepsvervoer over de Weg	Bank-Lender-UCC
Stichting Blue Sky Active Fixed Income US Leveraged Loan Fund	Bank-Lender-UCC
Stichting Pensioenfondsvon Hoogovens	Bank-Lender-UCC
STOCKS SANDBLASTING & PAINTING, INC.	Vendor
Stonegate Production Co.	Customers
STONEGATE PRODUCTION CO.	Vendor
Strategy Engineering & Consulting	Vendor
Streamline Energy Services LLC	Vendor
STRINGER'S OILFIELD	Vendor
Strong Rock Operating Company LLC	Vendor
STS Consulting Services, LLC	Vendor
SulfaTreat / MI SWACO, LLC	Vendor
SULLIVAN AND SONS, INC.	Vendor
Sulphur River Exploration, Inc	Vendor
SUMMIT ELECTRIC SUPPLY	Vendor
Sunbelt Rentals Scaffold Services LLC	Vendor
SUNBELT RENTALS, INC.	Vendor
Sundance Energy Inc.	Bank-Lender-UCC
Sundance Energy Inc., Sea Eagle Ford LLC	LC Party - Beneficiary
SUNLAND CONSTRUCTION	Vendor
Superior Crude Gathering, Inc.	Customers
SUPERIOR OPTIMIZATION, LTD	Vendor
SUSAN BLACKETER	Vendor
SUWANNEE SUPPLY, INC.	Vendor
SWAGELOK AUSTIN	Vendor
Swift Energy Company DO NOT USE	Customers
Swift Energy Operating, LLC	Customers
SWIFT ENERGY OPERATING, LLC	Vendor
SXE Holdings, LLC	Known Affiliates - JV
SXE Holdings, LLC	Known Affiliates - JV
SYNERGY LIQUIDS LLC	Customers
SYNERGY LIQUIDS, LLC	Vendor
T C Oil Co	Customers
T C OIL CO	Vendor
T&T FARMS PARTNERSHIP	Vendor
T. Patrick Tinker	U.S. Trustee Office
T.N.T. CRANE & RIGGING, INC.	Vendor
T2 Eagle Ford Gathering Co LLC	Customers
T2 Eagle Ford Gathering Company LLC	Known Affiliates - JV
T2 EF CoGeneration	Customers
T2 EF Cogeneration Holdings LLC	Known Affiliates - JV
T2 EF Cogeneration LLC	Known Affiliates - JV
T2 GAS UTILITY	Customers
T2 Gas Utility LLC	Known Affiliates - JV
T2 LaSalle Gas Utility	Customers
T2 LaSalle Gas Utility LLC	Known Affiliates - JV
T2 LaSalle Gathering Company LLC	Known Affiliates - JV
Tailwater Capital LLC	5% or More Equity Holders
TALEN ENERGY MARKETING, LLC	Customers
Talisman Energy USA, Inc.	Customers
Tamara O. Mitchell	Bankruptcy Judges
TAMMY J. MCRAE	Governmental - Regulatory
Tampa Electric Company	Customers
TARGA LIQUIDS MARKETING & TRADE LLC	Customers

Name	Category
Targa Resources	Customers
Targa Resources Corp.	Customers
Targa Resources Corp.	Known Affiliates - JV
Targa Resources Corp.	Litigation
Targa Resources Corp.	Significant Competitors
TARGA RESOURCES PARTNERS LP	Vendor
TARGA SOUTHTEX MIDSTREAM CO LP	Customers
TARGA SOUTHTEX PROCESSING CO LP	Customers
TARPON OPERATING & DEVELOPMENT, LLC	Customers
TARPON OPERATING & DEVELOPMENT, LLC.	Vendor
Tauber Oil Company	Customers
TAX TRUST ACCOUNT	Governmental - Regulatory
TAX TRUST ACCOUNT-BUSINESS LIC DEPT	Vendor
Tayland RV Park	Vendor
TDW (US), INC.	Vendor
TDX ENERGY LLC	Vendor
TE LLC	Vendor
TEAK Texana Processing Company LP	Known Affiliates - JV
TEAM INDUSTRIAL SERVICES, INC.	Vendor
Teamsters Pension Trust Fund of Philadelphia & Vicinity	Bank-Lender-UCC
TEC	Utilities
TELADOC , INC.	Vendor
TELADOC PHYSICIANS PA	Vendor
TELLUS OPERATING GROUP LLC	Customers
TELLUS OPERATING GROUP LLC	Top 30 Creditors
TELLUS OPERATING GROUP LLC	Vendor
TENASKA MARKETING VENTURES	Customers
TENASKA MARKETING VENTURES	Vendor
Tennessee Gas Pipeline	Customers
TENNESSEE GAS PIPELINE CO LLC	Vendor
Tennessee Gas Pipeline Company	Customers
TENNESSEE GAS PIPELINE COMPANY, LLC	Customers
Terra Mississippi Nitrogen linc	Customers
TERRE GILDON	Vendor
TESSCO INCORPORATED	Vendor
Texana Gas Utility Co LP	Customers
Texana Midstream Co LP	Customers
TEXAS & NEW ORLEANS RAILROAD CO.	Vendor
Texas American Resources Co.	Vendor
Texas American Resources II, LLC	Customers
Texas American Resources, LLC	Customers
TEXAS ANALYTICAL CONTROLS, INC.	Vendor
Texas Aromatics, LP	Customers
Texas Automation System	Vendor
Texas Commission on Environmental Quality	Governmental - Regulatory
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY	Vendor
Texas Commission on Environmental Quality,	Vendor
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Vendor
TEXAS DEPARTMENT OF AGRICULTURE	Utilities
Texas Department of Transportation	Customers
Texas East Transmission, LP	Bank-Lender-UCC
Texas Eastern Transmission, LP	Customers
Texas Eastern Transmission, LP (TETCO)	LC Party - Beneficiary
TEXAS ENERGY SERVICES, LP	Vendor
TEXAS EXCAVATION SAFETY SYSTEM, INC.	Vendor
Texas General Land Office	Customers
TEXAS GENERAL LAND OFFICE	Vendor
Texas Ice Machine Company, INC	Vendor
Texas Independent Exploration Limited	Vendor
TEXAS MEXICAN RAILWAY-(USE THIS ONE)	Vendor
TEXAS NATURAL GAS FOUNDATION	Vendor
TEXAS OFFSHORE OPERATIONS, LLC	Customers

Name	Category
TEXAS PETROLEUM INVESTMENT CO	Customers
Texas State Treasurer	Governmental - Regulatory
TEXAS THRONE LLC	Vendor
TEXAS TURBINE, INC.	Vendor
Texcal Energy South Texas LP	Customers
Texegy Operating Company LLC	Vendor
TEX-ISLE SUPPLY INC	Vendor
Texla Energy Management, Inc.	Customers
TEXLA ENERGY MANAGEMENT, INC.	Vendor
TEXON LP	Customers
TEXSTAR MIDSTREAM	Customers
TexStar MidStream Logistics	Customers
TexStar MidStream Logistics PL	Customers
TexStar MidStream Utility	Customers
TEXSTAR TRANSMISSION	Customers
The Bank of Nova Scotia	Bank-Lender-UCC
The City of Victoria	Customers
THE CLARION LEDGER	Vendor
The Gas Board of the City of Fayette	Customers
THE J.K. KALB COMPANY, INC.	Vendor
THE LEGACY CONNECTION ANSWERING SERVICE	Utilities
THE LOFTIS COMPANY	Vendor
THE NEW YORK BLOWER COMPANY	Vendor
THE outhouse COMPANY	Utilities
THE RJ BYRD GROUP, LLC	Vendor
THE WINDSHIELD REPAIR/REPLACEMENT CO., INC.	Vendor
THERMAL SCIENTIFIC, INC.	Vendor
THERMO PROCESS INSTRUMENTS LP	Vendor
THL Credit Bank Loan Select Master Fund, a Class of the THL Credit Bank Loan Select Series Trust I	Bank-Lender-UCC
THL Credit Senior Loan Strategies LLC	Bank-Lender-UCC
THL Credit Wind River 2014-2 CLO Ltd	Bank-Lender-UCC
THOMPSON & KNIGHT LLP	Legal
Thompson & Knight, LLP	Vendor
THOMSON REUTERS (PROPERTY TAX SERVICES) INC.	Vendor
THOMSON RUETERS (TAX & ACCOUNTING) INC.	Vendor
THORNE REFRIGERATION INC.	Vendor
TICP CLO III-2, Ltd.	Bank-Lender-UCC
Tidal Power Services, LLC	Utilities
TIERRA LEASE SERVICE, LLC	Vendor
TIGER INDUSTRIES, INC.	Vendor
TIM HIGGINBOTHAM - EMPLOYEE	Vendor
TIM LEONARD	Vendor
TIM MERCHANT	Vendor
TIME WARNER CABLE	Utilities
TIMOTHY CADY	Vendor
Timothy J. Fox, Jr.	U.S. Trustee Office
Tin Inc DbA Temple Inland	Customers
Tindol Construction	Vendor
TLC CLEANING	Utilities
TM-EMS, LLC	Vendor
TMR EXPLORATION INC	Vendor
Todd Stolusky	Vendor
TOMBALL INDEPENDENT SCHOOL DISTRICT	Vendor
TOMBALL ISD	Governmental - Regulatory
TOMBIGBEE ELECTRIC COOP., INC.	Utilities
Tony Lockard	Vendor
TOOLPUSHERS SUPPLY CO.	Vendor
TOPAZ POWER MANAGEMENT, L.P. 3	Customers
TOPOGRAPHIC LAND SURVEYORS	Vendor
Tor Minerals International Inc.	Customers
Total Energy Partners LLC	Customers

Name	Category
Total Gas & Power North America Inc	Customers
TOUCHTONE COMMUNICATIONS	Utilities
TOWER CLUB OF DALLAS	Vendor
TOWN CENTRE PARTNERS LTD	Vendor
TOWN OF GORDO	Utilities
TPL SouthTex Processing Company, LP	Customers
TPL SouthTex Processing Company, LP	Litigation
TR OFFSHORE, LLC	Customers
TR OFFSHORE, LLC	Vendor
TRAFIGURA AG	Customers
TRAFIGURA TRADING LLC	Customers
TRAFIGURA TRADING LLC	Top 30 Creditors
TRAFIGURA TRADING LLC	Vendor
TRANSCAT	Vendor
Transcat, Inc. USE TRA0005	Vendor
TRANSCONTINENTAL GAS PIPE LINE CO LLC	Vendor
Transcontinental Gas Pipe Line Company, LLC	Bank-Lender-UCC
Transcontinental Gas Pipe Line Company, LLC	LC Party - Beneficiary
Transcontinental Gas Pipeline Co LLC	Customers
Transcontintal Gas Pipe Line Company LLC	Vendor
TRANSPORTATION RESOURCES ASSOCIATES	Vendor
TRANTER INC.	Vendor
Travelers Casualty and Surety Co. of Am	Insurance - PFA
Travelers Casualty and Surety Company of America	Insurance - PFA
TRAVELING COACHES, INC.	Vendor
TRAVIS E. CRIMM, JR.	Governmental - Regulatory
TRAVIS GOLDAPP-EMPLOYEE	Vendor
TRES RIOS OILFIELD SERVICES, INC.	Vendor
TRIDENT STEEL CORPORATION	Vendor
TRIGEANT LTD.	Customers
TRILOGY EFFECTIVE SOFTWARE SOLUTIONS, INC.	Vendor
TRILOGY ENERGY SERVICES, INC.	Vendor
Triloma EIG Global Energy Fund	Director-Officer
Triloma EIG Global Energy Term Fund I	Director-Officer
TRINITY BAY PIPE & SUPPLY, LLC	Vendor
Trinity Industries, Inc.	Director-Officer
Trinity Operating (USG), LLC	Customers
TRINITY RIVER ENERGY LLC	Customers
TRINITY RIVER ENERGY LLC	Vendor
TRIPLEX INC	Vendor
TRISHA PAINTER PLAGENS	Vendor
TROYS FENCE	Vendor
TRUCK UPFITTERS OF MS	Vendor
TSG REPORTING, INC.	Vendor
TSL Holdings I LP	Director-Officer
TTL, INC.	Vendor
TUCKER ENERGY SOLUTIONS, LLC	Vendor
Tudor, Pickering, Holt & Co.	Bankruptcy Professionals
Tulsa Heaters Midstream, LLC	Vendor
Turnkey Project Services LLC	Vendor
TW BBTS Aggregator LP	Potential and Past M&A Counterparties
TW Southcross Aggregator LP	5% or More Equity Holders
TW Southcross Sidecar II (N-QP) LP	BondHolder - Indentured Trustee
TW Southcross Sidecar II (N-QP) LP	Top Creditors
TW Southcross Sidecar II LP	BondHolder - Indentured Trustee
TW Southcross Sidecar II LP	Top Creditors
TW SWD & Solids Holdco LP	Director-Officer
TW-IM, LLC	Vendor
TWIN EAGLE RESOURCE MANAGEMENT LLC	Customers
Twin Eagle Resources Management LLC	Vendor
TWO GUNS CONSULTING & CONSTRUCTION	Vendor
TX T RESEARCH	Vendor

Name	Category
TYCO FIRE & SECURITY (US) MGMNT INC	Vendor
Tyler G. Barton	Vendor
U.S. DEPARTMENT OF TRANSPORTATION	Vendor
U.S. Department of Transportation	Governmental - Regulatory
U.S. DEPT OF TRANSP.	Governmental - Regulatory
U.S. Enercorp LTD	Customers
UBS	LC Party - Bank
UBS AG, Stamford Branch	Bank-Lender-UCC
UBS AG, Stamford Branch	Bank-Lender-UCC
UBS AG, Stamford Branch	Bank-Lender-UCC
Ultra NB LLC	Bank-Lender-UCC
Unconstrained Total Return Fund	Bank-Lender-UCC
UND AT Lloyds/Certain Other	Insurance - PFA
UNDERWATER SERVICES, INC.	Vendor
UNIFIRST HOLDING	Vendor
UNIFIRST HOLDINGS	Vendor
UNIT PETROLEUM CO	Vendor
United Energy Trading, LLC	Customers
UNITED EQUIPMENT RENTALS GULF, L.P.	Vendor
UNITED I.S.D. TAX OFFICE	Governmental - Regulatory
UNITED I.S.D. TAX OFFICE	Vendor
UNITED RENTALS (NORTH AMERICA) INC.	Utilities
UNITED RENTALS NORTHWEST INC	Vendor
United States Environmental Protection Agency	Governmental - Regulatory
UNITED STATES TREASURY	Governmental - Regulatory
UNITED STATES TREASURY	Vendor
UNIVAR USA INC.	Vendor
UNIVERSAL RECTIFIERS, INC.	Vendor
Upstream Energy Services LP	Customers
UPSTREAM ENERGY SERVICES, L.P.	Vendor
Urban Oil & Gas Group, LLC	Bank-Lender-UCC
Urban Oil & Gas Group, LLC	LC Party - Beneficiary
URBAN OIL & GAS GROUP, LLC	Top 30 Creditors
URBAN OIL & GAS GROUP, LLC	Vendor
Urban Oil and Gas	Customers
US BANK EQUIPMENT FINANCE	Vendor
US DEPARTMENT OF LABOR-OSHA	Vendor
US Ecology Texas Inc	Customers
USA All Stream Technologies	Vendor
USA COMPRESSION PARTNERS, LP	Vendor
USI SOUTHWEST, INC.	Vendor
V&S VENTURES, LLC	Vendor
VALERO MARKETING AND SUPPLY	Customers
Valero Refining - Texas, L.P.	Customers
Valley Solvent & Chemicals Inc	Vendor
VANGUARD PERMIAN, LLC	Customers
Vannesa Gutierrez	Litigation
Vantage Operating, LLC	Vendor
Variable Annuity Life Insurance Company	Bank-Lender-UCC
VAW Systems Ltd	Vendor
VECTOR CONTOLS AND AUTOMATION GROUP	Vendor
Vendor Receivable	Customers
VENTEX OPERATING CORP.	Vendor
VENTURE X CLO	Bank-Lender-UCC
VENTURE XII CLO, LIMITED	Bank-Lender-UCC
VENTURE XIII CLO LIMITED	Bank-Lender-UCC
VENTURE XIV CLO, LIMITED	Bank-Lender-UCC
VENTURE XIX CLO LIMITED	Bank-Lender-UCC
VENTURE XVIII CLO LIMITED	Bank-Lender-UCC
VERDUN OIL & GAS, LLC	Vendor
VERIFORCE LLC	Vendor
VERITY GROUP	Vendor

Name	Category
VERNON E. FAULCONER, INC	Vendor
VIAVID	Vendor
VICKSBURG-WARREN COUNTY SCHOOL DISTRICT	Vendor
VICKSBURG-WARREN CTY ISD	Governmental - Regulatory
Victor Henneke, Jr.	Litigation
VICTORIA ELECTRIC COOPERATIVE INC.	Utilities
Vinson & Elkins LLP	Bankruptcy Professionals
VINSON & ELKINS LLP	Vendor
VIPER OIL & GAS	Customers
VIPER OIL AND GAS	Vendor
Virginia POver Energy Marketing Inc	Customers
VIRTEX OPERATING CO INC	Top 30 Creditors
VIRTEX OPERATING CO INC	Vendor
VIRTEX OPERATING CO., INC.	Customers
Virtus Group, LP	Bank-Lender-UCC
VISION SERVICE PLAN -(VSP)	Vendor
VISTATEX ENERGY LLC	Customers
VISTATEX ENERGY LLC	Vendor
Vitruvian Exploration LLC	Customers
VOG Palo Verde LP	Customers
VOG PALO VERDE LP	Top 30 Creditors
VOG PALO VERDE LP	Vendor
VULCAN UTILITY SIGNS & PRODUCTS	Vendor
W & T OFFSHORE INC	Customers
W & T OFFSHORE INC	Vendor
W.E. HAYDEN LEASE SERVICE, INC.	Vendor
W3 Enterprises, INC	Vendor
WADE SERVICES	Vendor
Wadi Petroleum, Inc	Vendor
WAGNER OIL COMPANY	Vendor
WALKER COUNTY REVENUE COMMISSIONER	Vendor
WALKER CTY REVENUE COMM.	Governmental - Regulatory
WALLER COUNTY TAX OFFICE	Governmental - Regulatory
WALLER COUNTY TAX OFFICE	Vendor
WALLER IND. SCHOOL DISTRICT	Vendor
WALLER ISD	Governmental - Regulatory
WALTER BLACK WARRIOR BASIC LLC	Customers
WALTER WERNECKE	Vendor
WALTHALL COUNTY CLERK	Governmental - Regulatory
WALTHALL COUNTY CLERK	Vendor
WANDA DYESS	Vendor
WAPITI ENERGY LLC	Customers
Warren Averett Staffing and Recruiting LLC	Vendor
WARREN COUNTY TAX COLLECTOR	Vendor
WARREN CTY TAX COLLECT	Governmental - Regulatory
WARRIOR ENERGY SERVICES CORP.	Customers
WASTE MANAGEMENT OF TEXAS, INC.	Utilities
Waukesha-Pearce Industries Inc	Vendor
WAUKESHA-PEARCE INDUSTRIES, LLC (C-Corp)	Vendor
WAUSAU DEVELOPMENT CORPORATION	Vendor
WAYNE ELLISOR	Vendor
WAYNE HARPER	Vendor
WAYNE WICKS & ASSOCIATES	Vendor
WAYPOINT ANALYTICAL-MISSISSIPPI	Vendor
Weaver Consultants Group	Vendor
WEBB COUNTY TAX ASSESSOR-	Governmental - Regulatory
Webb County Tax Assessor-Collector	Vendor
WELDER EXPLORATION & PRODUCTION, INC.	Customers
WELKER INC.	Vendor
Wells Fargo	LC Party - Bank
WELLS FARGO - FOR WIRES ONLY	Vendor
Wells Fargo Bank, N.A.	Bank-Lender-UCC

Name	Category
Wells Fargo Bank, N.A.	Bank-Lender-UCC
Wells Fargo Bank, N.A.	Bank-Lender-UCC
Wells Fargo Bank, N.A.	Bank-Lender-UCC
Wells Fargo Bank, N.A.	Bankruptcy Professionals
WELLS FARGO BANK, N.A.	Top 30 Creditors
Wells Fargo Financial COPIER Leasing	Vendor
WEST ALABAMA TV CABLE CO.	Utilities
West Gate Horizons Advisors LLC	Bank-Lender-UCC
WEST LLC	Vendor
Westchester Fire Insurance Company	Insurance - PFA
WESTERN FILTER CO INC	Vendor
Wex Fleet Universal	Vendor
WHARTON COUNTY ELECTRIC COOP.	Utilities
WHARTON COUNTY TAX A/C	Vendor
WHEELER OIL CO. LTD	Vendor
WHITE MARLIN OIL & GAS COMPANY, LLC	Customers
WHITE MARLIN OIL & GAS COMPANY, LLC	Top 30 Creditors
WHITE MARLIN OIL & GAS COMPANY, LLC	Vendor
WHITE OAK RESOURCES VI LLC	Vendor
WHITE OAK RESOURCES VI, LLC	Customers
White Rock Security Group	Vendor
WHITEHORSE VII LTD	Bank-Lender-UCC
WHITING OIL AND GAS CORPORATION	Customers
WILLIAM B. WURSTHORN	Vendor
WILLIAM C BOYER	Vendor
William C. Boyer	Director-Officer
WILLIAM COREY LOTHAMER	Vendor
WILLIAM D. GRIFFIN	Vendor
WILLIAM S KUESTER	Vendor
WILLIAMS GAS MARKETING INC	Customers
WILLIAMS SCOTSMAN, INC.	Utilities
Willkie Farr & Gallagher LLP	Bankruptcy Professionals
WILLKIE FARR & GALLAGHER LLP	Vendor
WILMAR PIPELINES, INC.	Vendor
Wilmington Trust, N.A.	Bank-Lender-UCC
Wilmington Trust, N.A.	Bankruptcy Professionals
WILMINGTON TRUST, NATIONAL ASSOCIATION	Vendor
WILSON BAIN ROGERS	Vendor
Wilson Instruments, LLC	Vendor
Windrock Incorporated	Vendor
WINDSTREAM	Utilities
WINRIGHT OIL COMPANY, LLC.	Vendor
Woodbine Funding ULC	Bank-Lender-UCC
WOOLWINE FORD-LINCOLN-MERCURY, INC.	Vendor
WORKIVA INC	Vendor
WORLDWIDE EXCHANGERS, INC.	Vendor
WP FAGEN ESTATE	Vendor
WPX Energy Marketing LLC	Customers
Wright & Close LLP	Bankruptcy Professionals
WYNN-CROSBY OPERATING LTD	Customers
WYNN-CROSBY OPERATING, LTD	Vendor
XAI Octagon Floating Rate & Alternative Income Term Trust	Bank-Lender-UCC
XEROX CORPORATION	Vendor
Xerox Financial Services	Vendor
XL Insurance America, Inc.	Insurance - PFA
XL Speciality Insurance Com	Insurance - PFA
XL Specialty Insurance Company	Insurance - PFA
Xto Energy Inc	Customers
XTO ENERGY INC	Vendor
XTO Energy Inc.	Bank-Lender-UCC
XTO Energy Inc.	LC Party - Beneficiary
Y BAR RANCH, LTD	Vendor

Name	Category
YAZOO COUNTY COLLECTOR	Vendor
YAZOO VALLEY ELECTRIC POWER ASSN.	Utilities
YK COMMUNICATIONS LTD	Utilities
YOAKUM ISD TAX A/C	Vendor
YOAKUM ISD TAX OFFICE	Governmental - Regulatory
YOKA INC DBA YOKA POWER	Vendor
YORK ICE CO. L.L.C.	Vendor
ZAC KLAMMER	Vendor
ZACHARY M. COREY	Vendor
ZEANAH, HUST, SUMMERFORD & WILLIAMSON, LLC	Vendor
ZEECO, INC.	Vendor
ZUKERMAN GORE BRANDEIS & CROSSMAN, LLP	Vendor
Zurich American Insurance Company	Insurance - PFA

Exhibit B

Services Agreement

KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 4th day of MARCH 2019, between Southcross Energy Partners, L.P. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that KCC will give thirty (30) days' written notice to the Company prior to any increase.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate, which rate shall be mutually agreed in advance.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable within thirty (30) days of the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice (provided that such payment has been approved by the Bankruptcy Court following any bankruptcy filing), the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable

KCC AGREEMENT FOR SERVICES

following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$35,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency



KCC AGREEMENT FOR SERVICES

or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes, after reasonable due inquiry, it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) consecutive days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC and its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "KCC Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all third-party losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") to the extent resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from a KCC Indemnified Party's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. KCC shall indemnify and hold the Company and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents (collectively, the "Company Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all Losses to the extent resulting from, arising out of, or related to (i) the breach of KCC's obligations under this Agreement, (ii) any breach of KCC's representations or warranties in this Agreement, or (iii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of a KCC Indemnified Party. KCC's indemnification obligations hereunder shall survive the termination of this Agreement.

C. In no event shall either party be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the greater of (i) two times the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement and (ii) \$500,000.00; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor. If an indemnified party intends to claim indemnification under this Section IX, then such indemnified party shall notify the indemnifying party reasonably promptly in writing upon the commencement of any claim, action, investigation, or proceeding that the party seeking indemnification becomes aware of with respect to this Agreement.

D. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions



KCC AGREEMENT FOR SERVICES

are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

E. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Southcross Energy Partners, L.P.
1717 Main Street, Suite 5200
Dallas, TX 75201
Attn: Kelly J. Jameson
Tel: (713) 580-0271
Fax:
Email: kelly.jameson@southcrossenergy.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.



KCC AGREEMENT FOR SERVICES

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

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

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read 'Evan Gershbein', written over a horizontal line.

BY: EVAN GERSHBEIN DATE: 3/5/19
TITLE: SUP, CORPORATE RESTRUCTURING

Company

A handwritten signature in black ink, appearing to read 'Kelly Jameson', written over a horizontal line.

BY: Kelly Jameson DATE: March 4, 2019
TITLE: Senior Vice President and General Counsel

Exhibit C

Proposed Order

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

In re:)	
)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,)	Case No. 19-[_____ (___)]
<i>et al.</i> ,)	
)	Jointly Administered
Debtors. ¹)	
)	

**ORDER AUTHORIZING DEBTORS TO EMPLOY AND RETAIN KURTZMAN
CARSON CONSULTANTS LLC AS NOTICE AND CLAIMS AGENT FOR DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “**Application**”)² of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession in the Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order pursuant to section 156(c) of title 28 of the United States Code and section 503(b) of the Bankruptcy Code, Bankruptcy Rules 2002(f) and 2016, and Local Rule 2002-1(f), authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as its Notice and Claims Agent, as more fully described in the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

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

Application; and the Court having jurisdiction to consider the matters raised in the Application pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Application pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Application and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Application and opportunity for a hearing on the Application having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application, the Jordan Declaration, and the Howe Declaration; and the Court having held a hearing on the Application (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 the Court having found that the relief requested in the Application being in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is hereby granted as set forth herein.
2. The Debtors are authorized to employ and retain KCC as their Notice and Claims Agent in accordance with the terms set forth in the Application and the Services Agreement *nunc pro tunc* to the Petition Date. Notwithstanding the terms of the Services Agreement, attached to the Application as Exhibit B, the Application is approved solely as set forth in this Order.
3. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases. KCC is authorized

and directed to maintain official Claims Registers for each of the Debtors, 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 the request of the Clerk.

4. KCC is authorized to take such other action to comply with all duties set forth in the Application.

5. The Debtors may, in their sole discretion, submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by KCC but is not specifically authorized by this Order.

6. KCC is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

7. KCC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to any official committee appointed in the Chapter 11 Cases monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC incurred pursuant to the Services Agreement are to be treated as an administrative expense of the Debtors' estates.

9. Without further order of the Court, the Debtors are authorized to compensate and reimburse KCC in accordance with the terms and conditions of the Services Agreement upon KCC's submission to the Debtors of invoices summarizing, in reasonable detail, the services rendered and the reasonable and necessary expenses incurred in connection therewith and

without the necessity for KCC to file an application for compensation or reimbursement with the Court.

10. KCC may apply the Retainer against all prepetition fees and expenses; thereafter, the Retainer shall be replenished to the Original Retainer Amount and KCC may hold the Retainer during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

11. If any dispute arises relating to the Services Agreement or KCC's monthly invoices, the disputing party and KCC shall meet and confer in an attempt to resolve such dispute; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

12. If the Chapter 11 Cases convert to cases under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services until the claims filed in the Chapter 11 Cases have been completely processed, at which time KCC will cooperate with the Clerk to turn over any reasonably requested materials to the Clerk or a new claims agent; if a claims agent representation is necessary in the converted chapter 7 cases, KCC will continue to be paid in accordance with section 156(c) of title 28 of the United States Code under the terms set forth in the Services Agreement and this Order.

13. The Debtors shall not be authorized to terminate KCC's services, nor shall KCC withdraw from the engagement, absent further Court order (which may be sought by KCC on expedited notice by filing a request with the Court with notice of such request to be provided by overnight or facsimile delivery to the Debtors, the U.S. Trustee, and counsel to any official committee appointed in the Chapter 11 Cases); *provided, however*, that KCC shall be compensated for any unpaid fees and expenses in accordance with the terms of the Services

Agreement and this Order; *provided further* that the foregoing does not obligate a successor trustee to utilize KCC's services.

14. The Debtors shall indemnify KCC under the terms of the Services Agreement as modified pursuant to this Order.

15. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

16. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either (a) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from KCC's bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, fraud, or willful misconduct, (b) for a contractual dispute in which the Debtors allege breach of KCC's contractual obligations under the Services Agreement unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (c) settled prior to a judicial determination as to the exclusions set forth in clauses (a) and (b) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by the Application and Order.

17. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (b) the entry of an order closing the Chapter 11 Cases, KCC believes that it is entitled to the

payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, KCC must file an application before this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This paragraph 17 is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment related to indemnification, contribution, or reimbursement. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

18. If KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Application and/or Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing.

19. In the event KCC is unable to provide the services set forth in this Order, KCC shall immediately notify the Clerk and counsel to the Debtors and, upon approval of the Court, turn over all original proofs of claim and computer information to another notice and claims agent with the advice and consent of the Clerk and counsel to the Debtors.

20. After entry of an order terminating KCC's services, upon the closing of the Chapter 11 Cases or for any other reason, KCC shall be responsible for archiving all proofs of claim and transmitting to the Clerk's office all claims in an electronic format, if applicable, and shall be compensated by the Debtors in connection therewith.

21. Except as ordered by the Court pursuant to section 107(b) of the Bankruptcy Code, all papers, dockets, or other material filed in the Chapter 11 Cases with KCC shall be

deemed public records open to examination by any entity at reasonable times without charge.

KCC may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

22. KCC shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

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

24. Nothing in this Order or any action taken by the Debtors in furtherance of the implementation hereof shall be construed as or deemed to constitute an assumption or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

25. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity other than KCC or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

26. Nothing in this Order nor the Debtors' payment of amounts pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the validity of any claim against the Debtors on any ground, (b) a grant of third party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute any claim on any grounds, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

27. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

28. The Debtors and KCC are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

29. Proper, timely, adequate, and sufficient notice of the Application has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Application or the entry of this Order shall be required.

30. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2019
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE