

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

In re:

Quicksilver Resources Inc., et al.,¹

Debtors.

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Chapter 11

Case No. 15-_____ ()

Joint Administration Requested

**DEBTORS' APPLICATION FOR AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
ERNST & YOUNG LLP AS INDEPENDENT AUDITOR
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

The debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) respectfully submit this *Application for an Order Authorizing the Employment and Retention of Ernst & Young LLP as Independent Auditor for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”). By the Application, the Debtors seek entry of an order (a) authorizing the Debtors to employ and retain Ernst & Young LLP (“EY”) as their independent auditor *nunc pro tunc* to the Petition Date (as defined herein) pursuant to that certain engagement letter dated March 17, 2015, annexed as Exhibit A to Exhibit B (the “Engagement Letter”),² by and between EY and Quicksilver Resources Inc. and each of its direct and indirect subsidiaries (collectively, the “Company”); (b) approving the terms of the Engagement Letter; and (c) granting related relief. In support of this Application, the Debtors submit the Affidavit of Scott Hickson, Partner at EY (the “Hickson Affidavit”), which is attached

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. [6163], Barnett Shale Operating LLC [0257], Cowtown Drilling, Inc. [8899], Cowtown Gas Processing L.P. [1404], Cowtown Pipeline Funding, Inc. [9774], Cowtown Pipeline L.P. [9769], Cowtown Pipeline Management, Inc. [9771], Makarios Resources International Holdings LLC [1765], Makarios Resources International Inc. [7612], QPP Holdings LLC [0057], QPP Parent LLC [8748], Quicksilver Production Partners GP LLC [2701], Quicksilver Production Partners LP [9129], and Silver Stream Pipeline Company LLC [9384]. The Debtors’ address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Engagement Letter.

hereto as **Exhibit B**. In support of the Application, the Debtors represent and set forth as follows:³

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).⁴
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested herein are Bankruptcy Code sections 327(a), 328(a) and 330, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rules 2014-1 and 2016-2.

BACKGROUND

A. General Background

4. On March 17, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. No committees have been appointed or designated.

5. This Application incorporates by reference the facts set forth in the First Day Declaration as if fully set forth herein. Additional facts specific to this Application are set forth below.

³ A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Application and the Debtors’ restructuring, are set forth in greater detail in the Declaration of Vanessa Gomez LaGatta in Support of First Day Pleadings (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

⁴ Under rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors hereby confirm their consent to the entry of a final order by this Court in connection with this Application if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection therewith consistent with Article III of the United States Constitution.

B. Ernst & Young LLP's Qualifications

6. The Debtors require the services of seasoned and experienced auditors that are familiar with the Debtors' businesses and operations. EY is a highly respected and experienced professional services provider that performs services such as assurance, tax, transactional and advisory services. EY has indicated a desire and willingness to act in these chapter 11 cases on the terms set forth in the Engagement Letter and described herein.

7. In the course of performing pre-petition audit services for the Debtors, EY has developed institutional knowledge of the Debtors' businesses. Accordingly, EY already possesses the necessary background and familiarity with the Debtors' affairs to assist the Debtors in effectively addressing issues that may arise in the context of completing and issuing the audit during these chapter 11 cases. Accordingly, the Debtors believe that EY is well suited and uniquely qualified to serve as their auditors in these chapter 11 cases.

8. The Debtors submit that the services to be rendered by EY will not duplicate the services to be provided by other professionals in these chapter 11 cases.

9. Accordingly, the Debtors propose to engage EY as their auditors in these chapter 11 cases pursuant to the Engagement Letter, and respectfully submit that EY's retention is in the best interest of the Debtors, their estates and other parties-in-interest. The Debtors also intend to file a motion to shorten the notice period with respect to the hearing on the Application.

C. Services and Professional Compensation

10. Pre-petition EY served as the Debtors' auditors and provided a variety of audit-related services (the "Audit Services"). To that end, EY has begun and is near completing the audit related to the Debtors' 2014 Form 10-K. If the relief requested in the Application is granted, EY will provide the Audit Completion Work (as defined below) for the Debtors. The

Audit Services to be provided under the Engagement Letter are more fully described therein and are summarized below.

11. EY will complete and issue the audit of the Company's financial statements and its internal control over financial reporting. Specifically, the Audit Services include:

- (a) Auditing and reporting on the consolidated financial statements of the Company for the year ended December 31, 2014.
- (b) Auditing and reporting on the effectiveness of the Company's internal control over financial reporting as of December 31, 2014.
- (c) Reviewing the Company's 2015 quarterly unaudited interim financial information before the Company files its Form 10-Qs.

12. EY's hourly rates in effect at this time for the Audit Services are as follows:

Partner/Executive Director:	\$925
Senior Manager:	\$815
Manager:	\$715
Senior:	\$540
Staff:	\$335

13. EY's hourly rates are adjusted annually on July 1 in the ordinary course of EY's business. EY will promptly advise the Debtors in writing of any rate change for their Audit Services that becomes effective during the course of EY's engagement.

14. In addition to the hourly fees set forth above, the Debtors will reimburse EY for any reasonable, necessary and documented administrative and other expenses incurred in connection with the services described in this application, consistent with applicable U.S. Trustee's fee and expense guidelines. EY's expenses will include, but not be limited to, reasonable, necessary, and documented out-of-pocket expenses for items such as travel, accommodations, and other expenses, specifically related to this engagement.

15. The Debtors and EY believe that the foregoing compensation arrangement is reasonable under the standard set forth in Bankruptcy Code section 328(a) and comparable to compensation generally charged by firms of similar structure to EY for comparable

engagements. Furthermore, the fees and expenses described above are consistent with EY's normal and customary billing practices for the scope of services outlined in the Engagement Letter.

16. Subject to the Court's approval, and in accordance with applicable provisions of the Bankruptcy Rules, the Local Rules, and the applicable orders of this Court, EY intends to apply to the Court for payment of compensation for professional services rendered and reimbursement of expenses. Such applications will include time records setting forth, in summary format, a description of the services rendered by each professional and otherwise be consistent with the interim compensation procedures approved by this Court.

D. EY's Disinterestedness

17. To the best of the Debtors' knowledge, based on the Hickson Affidavit, EY (a) has no connection to the Debtors, their creditors, or related parties except as may be disclosed in the Hickson Affidavit; (b) does not hold any interest adverse to the Debtors' estates for the matters for which EY is to be employed; and (c) is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a).

18. EY will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise and make additional disclosures to this Court if necessary or otherwise appropriate.

19. The Debtors are informed that EY will not share any compensation to be paid by the Debtors, in connection with services to be performed after the Petition Date, with any other person, other than other principals and employees of EY, consistent with Bankruptcy Code section 504.

RELIEF REQUESTED

20. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtors to employ and retain EY as their auditor *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter. In addition, the Debtors also request that the Court authorize the Debtors’ retention of EY prior to March 31, 2015 to permit the Debtors to timely file their Form 10-K with the Securities and Exchange Commission (“SEC”).

SUPPORTING AUTHORITY

21. The Debtors seek to retain EY pursuant to Bankruptcy Code section 327(a), which provides that a debtor, subject to court approval:

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

11 U.S.C. § 327(a). Bankruptcy Code section 1107(b) establishes that “a person is not disqualified for employment under [Bankruptcy Code] section 327 . . . by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

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

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

Fed. R. Bankr. P. 2014.

23. The Debtors seek approval of the Engagement Letter, including, without limitation, the fees, expenses and other provisions contained therein (as modified in the Proposed

Order), pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

See 11 U.S.C. § 328(a).

24. The Debtors submit that, for all the reasons stated above and in the Hickson Affidavit, the retention of EY is warranted. Further, based on the Hickson Affidavit, the Debtors believe EY is a “disinterested person” within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), does not hold or represent an interest adverse to the Debtors’ estates, and has no connection to the Debtors, their creditors, or their related parties except as may be disclosed in the Hickson Affidavit.

25. EY intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

26. Not granting the relief requested herein would deprive the Debtors of the assistance of a highly qualified audit firm, to the detriment of the Debtors and all parties-in-interest. Further, the Debtors would be forced to engage a new audit firm lacking the same understanding of the Debtors’ organizational structure, business and financial affairs. Engaging a new audit firm would therefore require the Debtors to expend significant additional time and resources, which could otherwise be more productively directed, in order to familiarize the new audit firm to the Debtors’ business and financial affairs.

27. The Debtors also believe that employment of EY *nunc pro tunc* to the Petition Date is warranted by the circumstances presented by these cases. The Third Circuit has identified “time pressure to begin service” and absence of prejudice as factors favoring *nunc pro tunc* retention. *See In re Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986). The complexity, compressed timing, and intense activity relating to the preparation and filing of these chapter 11 cases necessitated that the Debtors and EY, as well as the Debtors’ other professionals, focus their immediate attention on time-sensitive matters, and promptly devote substantial resources to the affairs of the Debtors to comply with the pending submission and approval of this application. Furthermore and as discussed in detail below, the Debtors are required to file their Form 10-K with the SEC not later than March 31, 2015, and will be unable to do so without certain of the Audit Services to be provided by EY.

28. Accordingly, for all of the foregoing reasons, the Debtors believe that the terms and conditions of the Engagement Letter are fair, reasonable, and market-based under the standards set forth in the Bankruptcy Code. Further, the Debtors respectfully submit that the services provided by EY are critical, and request that the Court approve the Engagement Letter and the employment of EY.

**APPROVAL OF THIS APPLICATION
IN LESS THAN TWENTY-ONE DAYS IS WARRANTED**

29. The Debtors have engaged EY to complete a crucial, time-sensitive project. Under the Securities and Exchange Act of 1934 and applicable regulations promulgated by the SEC for public companies, the Debtors are required to file their annual report for the year ended December 31, 2014 on Form 10-K on or before March 31, 2015. To complete the Form 10-K, the Debtors require EY to perform the Audit Services related to auditing and reporting on the Debtors’ consolidated financial statements, as well as, the effectiveness of the Debtors’ internal

control over financial reporting for the year ended December 31, 2014 (collectively, the “Audit Completion Work”).

30. EY cannot issue an audit report without this Court’s approval of the Engagement Letter’s terms and conditions, which delineate the scope of work and other terms and conditions that apply and serve for the benefit of both EY and the Debtors. In view of Bankruptcy Code section 327 and cases interpreting it, and notwithstanding the Company’s execution of the Engagement Letter, EY cannot be assured that the Engagement Letter is effective with respect to the Debtors absent an order from this Court approving its retention and the terms of the Engagement Letter. Accordingly, in the absence of this Court’s approval of the Engagement Letter before the 10-K filing deadline, EY will not be able to issue the very deliverable for which the Debtors seek to retain EY to complete. Furthermore, in the event the Debtors are unable to timely file their 10-K, they will be required to issue a long form audit, which will result in significantly increased costs to the Debtors’ estates.

31. Although the Debtors recognize that Bankruptcy Rule 6003 expresses a preference for at least 21 days’ notice before final approval of professional engagements, the rule preserves the ability of courts to approve retentions to the extent necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003; *see also, In re Blue Water Automotive Systems, Inc.*, No. 08-43196 (Bankr. E.D. Mich. Feb. 12, 2008) (granting final approval of legal counsel to avoid immediate and irreparable harm). *See also, e.g., In re Pilgrim’s Pride Corp.*, No. 08-45664-DML (Bankr. N.D. Tex. Dec. 10, 2008) (granting interim retention of EY as auditor); *In re TOUSA, Inc.*, No. 08-10928-JKO (Bankr. S.D. Fla. Jan. 29, 2008) (granting interim retentions of accounting and auditing firm, investment banker and legal counsel pending final approval). In

addition, the Debtors have requested that a hearing on the Application be set for March 30, 2015. Accordingly, the 21 day notice period will only be shortened by eight days.

32. The Debtors submit that they will be subject to immediate and irreparable harm if the Engagement Letter is not approved before the 10-K filing deadline. Furthermore, the Debtors submit that no parties in interest will be prejudiced by the relief requested because EY will be compensated only after filing an application for compensation with the Court in accordance with applicable provisions of the Bankruptcy Rules, the Local Rules, and applicable orders of the Court. Therefore, to avoid immediate and irreparable harm and for cause demonstrated above, the Debtors request that the Court approve the Engagement Letter to permit EY to perform the Audit Completion Work prior to the 10-K filing deadline.

DEBTORS' RESERVATION OF RIGHTS

33. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under Bankruptcy Code section 365.

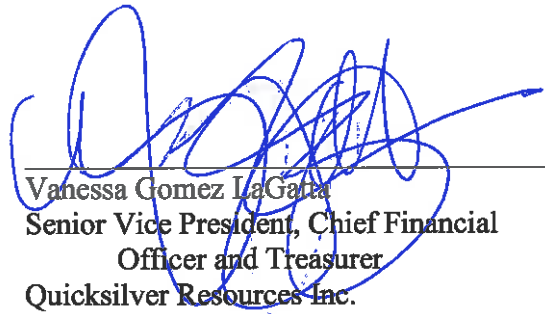
NOTICE

34. No trustee, examiner, or creditors' committee has been appointed in the Debtors' chapter 11 cases. The Debtors have provided notice of this Application to (a) the Office of the United States Trustee for the District of Delaware, Attn: Jane Leamy, Esq.; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agents under the Debtors' pre-petition credit facilities; (d) counsel to the Ad Hoc Group of Second Lienholders; (e) counsel to the indenture trustees under the Debtors' pre-petition indentures; (f) the United States Securities and Exchange Commission; (g) the United States Internal Revenue Service; and (h) any parties entitled to

notice pursuant to Local Rule 9013-1(m). In light of the nature of the relief requested in this Application, the Debtors respectfully submit that no further notice is necessary.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the Proposed Order substantially in the form attached hereto granting the relief requested in the Application, and (b) grant such other and further relief as may be just and proper.

Fort Worth, Texas
Date: March 17, 2015



Vanessa Gomez LaGatta
Senior Vice President, Chief Financial
Officer and Treasurer
Quicksilver Resources Inc.

Exhibit A

Proposed Order

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

In re:

Quicksilver Resources Inc., et al.,¹

Debtors.

Chapter 11

Case No. 15-_____ ()

Joint Administration Requested

**ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF ERNST & YOUNG LLP AS INDEPENDENT AUDITOR
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the *Debtors’ Application for an Order Authorizing the Employment and Retention of Ernst & Young LLP as Independent Auditor for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order pursuant to Bankruptcy Code sections 327(a) and 328(a), Bankruptcy Rules 2014(a) and 2016, and Local Rule 2014-1, (a) authorizing the Debtors to employ and retain Ernst & Young LLP (“EY”) as their independent auditor *nunc pro tunc* to the Petition Date pursuant to that certain engagement letter dated March 17, 2015, annexed to the Hickson Affidavit as **Exhibit A** (the “Engagement Letter”), by and between EY and Quicksilver Resources Inc. with each of its direct and indirect subsidiaries; (b) approving the terms of the Engagement Letter; and (c) granting related relief, all as further described in the Application; and the Court having reviewed the Application and the Hickson Affidavit; and the Court finding that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Quicksilver Resources Inc. [6163], Barnett Shale Operating LLC [0257], Cowtown Drilling, Inc. [8899], Cowtown Gas Processing L.P. [1404], Cowtown Pipeline Funding, Inc. [9774], Cowtown Pipeline L.P. [9769], Cowtown Pipeline Management, Inc. [9771], Makarios Resources International Holdings LLC [1765], Makarios Resources International Inc. [7612], QPP Holdings LLC [0057], QPP Parent LLC [8748], Quicksilver Production Partners GP LLC [2701], Quicksilver Production Partners LP [9129], and Silver Stream Pipeline Company LLC [9384]. The Debtors' address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

² All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Application or the Engagement Letter.

(A) EY (i) does not hold an interest adverse to the interest of the Debtors' estates with respect to the matters on which EY will be employed; and (ii) is a "disinterested person" as that term is defined under Bankruptcy Code section 101(14); (B) the Application and the Hickson Affidavit are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (C) the relief requested in the Application is in the best interests of the Debtors, their estates, and creditors; and (D) notice of the Application was due and proper under the circumstances; and after due deliberation, and good and sufficient cause appearing therefore, it is hereby ORDERED:

1. The Application is granted, to the extent provided herein.
2. In accordance with Bankruptcy Code section 327(a), Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1, the Debtors are hereby authorized to employ and retain EY *nunc pro tunc* to the Petition Date pursuant to the terms of the Engagement Letter (as modified herein).
3. In accordance with applicable provisions of the Bankruptcy Rules, the Local Rules, and applicable orders of this Court, including any interim compensation order entered by the Court in these cases, EY shall apply to the Court for payment of compensation for professional services rendered and reimbursement of reasonable, documented and necessary expenses.
4. EY shall provide ten business days' notice to the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), and any official committee appointed in these chapter 11 cases before any increases in the rates set forth in the Application are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in

Bankruptcy Code section 330, and the Court retains the right to review any rate increase pursuant to Bankruptcy Code section 330.

5. While EY is employed by the Debtors during the pendency of these chapter 11 cases, to the extent the express terms of this Order differ from the Engagement Letter or the Application, the express terms of this Order shall govern.

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

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Application or are otherwise deemed waived.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, this Order shall be immediately effective and enforceable upon its entry.

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

Wilmington, Delaware

Date: _____, 2015

United States Bankruptcy Judge

Exhibit B

Affidavit of Scott Hickson

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

In re: Quicksilver Resources Inc., <u>et al.</u> , ¹ Debtors.)))))))	Chapter 11 Case No. 15-_____ () Joint Administration Requested
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**AFFIDAVIT IN SUPPORT OF APPLICATION FOR ORDER
AUTHORIZING RETENTION AND EMPLOYMENT OF ERNST & YOUNG LLP
AS AUDIT SERVICES PROVIDER FOR THE DEBTORS AND DEBTORS IN
POSSESSION AND STATEMENT PURSUANT TO FEDERAL RULE OF
BANKRUPTCY PROCEDURE 2014(a) AND SECTION 327(a) OF THE
BANKRUPTCY CODE *NUNC PRO TUNC* TO THE PETITION DATE**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Benny Scott Hickson, being duly sworn, deposes and says:

1. I am a partner of Ernst & Young LLP (“E&Y LLP”). I provide this Affidavit on behalf of E&Y LLP in support of the Application of Quicksilver Resources, Inc., *et al.*, as debtors and debtors in possession herein (the “Debtors”) to retain E&Y LLP to provide consolidated audit services, *nunc pro tunc* to the Petition Date (the “Application”), pursuant to the terms and conditions set forth in the agreement between the Quicksilver Resources Inc., and E&Y LLP (the “Engagement Letter,” attached hereto as Exhibit A). Unless otherwise defined, all capitalized terms used herein shall have the meanings given to them in the Application.

2. The facts set forth in my affidavit are based upon my personal knowledge, upon information and belief, and upon client matter records kept in the ordinary course of business

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. [6163], Barnett Shale Operating LLC [0257], Cowtown Drilling, Inc. [8899], Cowtown Gas Processing L.P. [1404], Cowtown Pipeline Funding, Inc. [9774], Cowtown Pipeline L.P. [9769], Cowtown Pipeline Management, Inc. [9771], Makarios Resources International Holdings LLC [1765], Makarios Resources International Inc. [7612], QPP Holdings LLC [0057], QPP Parent LLC [8748], Quicksilver Production Partners GP LLC [2701], Quicksilver Production Partners LP [9129], and Silver Stream Pipeline Company LLC [9384]. The Debtors’ address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

that were reviewed by me or other employees of E&Y LLP under my supervision and direction. The procedures pursuant to which E&Y LLP determined whether there were any connections between E&Y LLP and interested parties in these cases is described below. The results of that investigation are set forth herein and in Exhibit B appended hereto.

3. As set forth in further detail in the Engagement Letter, E&Y LLP has agreed to provide certain consolidated audit services (the “Services”) to Quicksilver Resources Inc., in connection with these Chapter 11 cases upon approval of the Court, a summary description of which Services is set forth below and fully described in the Engagement Letter:

Engagement Letter:

E&Y LLP will audit the Company’s financial statements and its internal control over financial reporting. As part of the integrated audit, E&Y LLP will audit and report on the consolidated financial statements of the Company for the year ended December 31, 2014. E&Y LLP also will audit and report on the effectiveness of the Company’s internal control over financial reporting as of December 31, 2014. In addition, E&Y LLP will review the Company’s 2015 quarterly unaudited interim financial information before the Company files its Form 10-Qs until either this agreement is terminated by one of the parties or an engagement agreement for the audit of the 2015 financial statements is executed.

4. Subject to the Court’s approval and pursuant to the terms and conditions of the Engagement Letter, E&Y LLP intends to charge the Debtors for the Services rendered in these Chapter 11 cases based on its hourly rates for such Services, which are currently as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Partner/Executive Director	\$925
Senior Manager	\$815
Manager	\$715
Senior	\$540
Staff	\$335

E&Y LLP's hourly rates are revised periodically in the ordinary course of E&Y LLP's business. We shall advise the Debtors of our new rates once they are established if a rate change is effective during the course of this engagement. In addition to the hourly rates set forth above, pursuant to the Engagement Letter, the Debtors shall reimburse E&Y LLP for any reasonable, documented, direct expenses incurred in connection with E&Y LLP's retention in these cases and the performance of the Services set forth in the Engagement Letter. E&Y LLP's direct expenses shall include, but not be limited to, reasonable, documented and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

5. The Debtors or E&Y LLP may terminate the Engagement Letter at any time, but in any event the Engagement Letter will terminate upon the effective date of the Debtors' confirmed plan of reorganization, or liquidation of the Debtors' assets, under Chapter 11 or 7 of the Bankruptcy Code, or otherwise. Upon any such termination of the Engagement Letter, the Debtors will remain obligated to pay all accrued fees and expenses as of the effective date of such termination.

6. A copy of the Engagement Letter is submitted with this Affidavit for approval.² E&Y LLP's provision of Services to the Debtors is contingent upon the Court's approval of each term and condition set forth in the Engagement Letter. Included among the terms and conditions set forth in the Engagement Letter is language substantially similar to the following:

Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of Company or its subsidiaries or of EY) shall be brought in the Bankruptcy Court or the applicable district court (if such district

² To the extent that this Affidavit and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

court withdraws the reference) and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court, or the district court upon withdrawal of the reference, does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures as set forth in the attachment to this Agreement, which is incorporated herein by reference. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon Company, EY and any all successors and assigns thereof.

7. Additionally, included among the terms and conditions set forth in the Engagement Letter is language substantially similar to the following:

If we are requested or authorized by the Company or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to the Audit Services for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. If the Audit Services performed for the Company are selected for inspection by the PCAOB, the professional time and expenses incurred related to the routine inspection activity and any related remediation work will be billed as incurred.

8. In connection with E&Y LLP's proposed retention by the Debtors, E&Y LLP has requested and obtained from counsel to the Debtors or the record in these cases, the names of the following entities:

- (a) Debtors;
- (b) Debtors' Attorneys (general counsel and special bankruptcy counsel);
- (c) Debtors' Other Professionals retained in connection with the Chapter 11 proceeding;

- (d) Debtors' Affiliates;
- (e) Debtors' Affiliates Attorneys;
- (f) Debtors' Affiliates Other Professionals retained in connection with the Chapter 11 proceedings;
- (g) Debtors' Officers;
- (h) Debtors' Officers Attorneys retained in connection with the Chapter 11 proceeding
- (i) Debtors' Officers Other Business Affiliations
- (j) Debtors' Directors
- (k) Debtors' Directors' Attorneys retained in connection with the Chapter 11 proceeding;
- (l) Debtors' Directors' Other Business Affiliations
- (m) Debtors' Major Shareholders (5% or more);
- (n) Debtors' Major Shareholders' Attorneys retained in connection with the Chapter 11 proceeding;
- (o) All Secured Lenders, including DIP lenders;
- (p) All Secured Lenders' Attorneys retained in connection with the Chapter 11 proceeding;
- (q) All Substantial Unsecured Bondholders or Lenders;
- (r) All Substantial Unsecured Bondholders' or Lenders' Attorneys retained in connection with the Chapter 11 proceeding;
- (s) All Indenture Trustees;
- (t) All Indenture Trustees' Attorneys retained in connection with the Chapter 11 proceeding;
- (u) Official Statutory Committees Members (All Committees);
- (v) Official Statutory Committees' Attorneys (for each Official Committee)
- (w) Official Statutory Committees' Other Professionals retained by each Official Committee;
- (x) Official Statutory Committee Members' Attorneys retained in connection with the Chapter 11 proceeding;
- (y) Thirty Largest Unsecured Creditors (as of the date of filing)³;
- (z) Thirty Largest Unsecured Creditors' Attorneys retained in connection with the Chapter 11 proceeding;
- (aa) Parties to the Debtors' Significant Executory Contracts and Leases;
- (ab) Parties to the Debtors' Significant Executory Contracts and Leases Attorneys retained in connection with the Chapter 11 proceeding;
- (ac) Other Significant Parties-in-Interest including parties in material litigation against the Debtors; and/or parties to potential significant transactions with the Debtors; and
- (ad) Other Significant Parties-in-Interest's Attorneys retained in connection with the Chapter 11 proceeding.

The identities of these interested parties are set forth on Exhibit B to this Affidavit.

³ Debtors' top thirty creditors are included in other categories herein according to Debtors' counsel.

9. E&Y LLP has not received from counsel to the Debtors, or does not know of, any persons or entities that would fall into categories e, f, h, i, l, n, r, t, u, v, w, x, z, ab and ad set forth above. As to those persons or entities identified in the remaining categories set forth above, E&Y LLP searched or caused to be searched certain databases to determine whether E&Y LLP has provided in the recent past or is currently providing services to the parties-in-interest listed in Exhibit B attached hereto. To the extent that E&Y LLP's research of relationships with parties-in-interest in these cases indicated that E&Y LLP has in the recent past, or currently has, a client relationship with such parties-in-interest in matters unrelated to these Chapter 11 cases, E&Y LLP has so indicated in the attached Exhibit B to the Affidavit.

10. E&Y LLP may perform services for its clients that relate to the Debtors merely because such clients may be creditors or counterparties to transactions with the Debtors and whose assets and liabilities may thus be affected by the Debtors' status. The disclosures set forth herein do not include specific identification of such services. If such clients of E&Y LLP are potential parties in interest in these cases, Exhibit B hereto indicates that they are also clients of E&Y LLP. Should additional significant relationships with parties-in-interest become known to E&Y LLP, a supplemental affidavit will be filed by E&Y LLP with the Court.

11. The Ernst & Young global network comprises independent professional services practices conducted by separate legal entities throughout the world. Such legal entities are members of Ernst & Young Global Limited ("EYGL"), a company incorporated under the laws of England and Wales and limited by guarantee, with no shareholders and no capital. The member firms of EYGL have agreed to operate certain of their professional practices in accordance with agreed standards, but remain separate legal entities.

12. One member of EYGL is Ernst & Young Private Ltd. (“EYPL”), which, along with another Indian entity and member firm of EYGL, EYGBS (India) Private Ltd. (“EYGBS India”), operates a global shared services center (“E&Y GTC”) located in India. Through E&Y GTC, EYPL and EYGBS India provide both professional and administrative support services to EYGL member firms. EYPL provides professional support in a variety of practice areas, other than audit, and professional engagements, as requested, coordinated and directed by other EYGL member firms. For audit support, EYPL personnel work under the supervision and control of Messrs. Ernst & Young, a registered audit firm in India and another member firm of EYGL (“E&Y India”). EYGBS India provides back office administrative and other support for the general operations of other EYGL member firms.

13. But for human capital engagements, EYGL member firms that elect to utilize the professional services of EYPL through E&Y GTC in a given year contract for allocation of a set number of EYPL professionals in specific practice areas for that year. EYPL (or E&Y India, when it is providing audit support to E&Y LLP) is paid a fixed amount for each allocated professional on a full time equivalent (“FTE”) basis, and is also reimbursed for any expenses incurred in connection with the provision of services to a given EYGL member firm opting to utilize E&Y GTC services.

14. EYPL operates as a cost center. If EYPL over recovers its cost during the course of a year, such over recovery is returned to its EYGL member firm users based upon a utilization based formula determined each year by the Operations Supervisory Group of E&Y GTC. Each EYGL member firm utilizing E&Y GTC services is responsible to pay to EYPL all costs for such EYGL member firm’s utilization of E&Y GTC services.

15. Prior to the Petition Date, E&Y LLP utilized E&Y GTC, through EYPL, in connection with providing services to the Debtors. E&Y LLP does not intend to utilize E&Y GTC in connection with providing Services to the Debtors during the pendency of the Debtors' bankruptcy cases. Prior to the Petition Date, an EYGL member firm in Canada ("E&Y Canada") also provided services to the Debtors and/or the Debtors' non-debtor foreign affiliates pursuant to either direct contractual arrangements with the Debtors' non-debtor foreign affiliates or subcontracting arrangements with E&Y LLP. Any services of E&Y Canada during the pendency of these bankruptcy cases shall be pursuant to direct engagements between E&Y Canada and the Debtors' non-debtor foreign affiliates, and the Debtors' non-debtor foreign affiliates shall pay E&Y Canada directly for any such services.

16. E&Y LLP engages in the practice of public accountancy and provides accounting and other professional services. All partners of E&Y LLP are Certified Public Accountants (CPAs). Ernst & Young U.S. LLP (the owners of which are the CPA partners of E&Y LLP and non-CPA principals) provides infrastructure and support services to E&Y LLP, including the services of CPA and non-CPA personnel. These personnel work for and are under the supervision of E&Y LLP when performing client services.

17. As part of its practice, E&Y LLP appears in cases, proceedings and transactions involving many different attorneys, financial advisors and creditors, some of which may represent or be claimants and/or parties in interest in these cases. E&Y LLP will have no relationship with any such entity, attorney or financial advisor that would be materially adverse to the Debtors. The following professionals whom E&Y LLP believes to be closely associated with the Debtors' Chapter 11 cases have provided in the past and/or are currently providing services to E&Y LLP: Akin Gump Strauss Hauer & Feld LLP; Davis Polk & Wardwell LLP;

Fried, Frank, Harris, Shriver & Jacobson LLP; Fulbright & Jaworski LLP; Latham & Watkins LLP; Milbank Tweed Hadley & McCoy LLP; Potter Anderson Corroon LLP; Richards Layton & Finger; Simpson Thacher & Bartlett LLP; FTI Consulting Inc.; Houlihan Lokey; KPMG LLP; Moelis & Company.

18. E&Y LLP is currently a party or participant in certain litigation matters involving parties-in-interest in these cases. Case information and the parties-in-interest involved in these matters are provided in Exhibit C to this Affidavit.

19. E&Y LLP continues to follow up with various E&Y LLP personnel in order to confirm that the work that E&Y LLP may be doing for, or may have done for Burnett Oil Company; Chesapeake Exploration, L.L.C.; Express Energy Services Operating LP; First Choice Power; Inveshare c/o The Colbent Corp; John Hancock Fund II Floating Rate Income Fund; LPL Financial Corporation; Moelis & Company; Mount Kellett Capital Management LP; Oppenheimer Funds; Qtrade Securities Inc.; Questar Exploration and Production Company; RBC Capital Markets, LLC; RBC Dominion Securities Inc.; Royal Bank of Canada; Schlumberger Technology Corp; Scottrade Inc.; [REDACTED]; UBS Financial Services Inc.; UBS Securities LLC; UOP LLC; [REDACTED] and XTO Energy, Inc. are unrelated to the Debtors and these Chapter 11 cases. To the best of my knowledge, information and belief as of the date of this Affidavit, I am not aware of any information indicating that the work that E&Y LLP may have performed and/or may be performing for the entities listed in this paragraph is connected with the Debtors or these Chapter 11 cases. In the event that E&Y LLP's continuing follow-up efforts with regard to the aforementioned entities reveals that work that E&Y LLP may have

performed or is performing for any such entities is related to the Debtors or these Chapter 11 cases, E&Y LLP will file a supplemental affidavit with this Court so disclosing.⁴

20. E&Y LLP has thousands of professional employees. It is possible that certain employees of E&Y LLP may have business associations with parties in interest in these cases or hold securities of the Debtors or interests in mutual funds or other investment vehicles that may own securities of the Debtors.

21. To the best of my knowledge, information and belief, formed after reasonable inquiry, none of the services rendered by E&Y LLP to the entities set forth in Exhibit B hereto have been in connection with the Debtors or these Chapter 11 cases. E&Y LLP believes that these relationships will not impair E&Y LLP's ability to objectively perform professional services on behalf of the Debtors. E&Y LLP will not accept any engagement that would require E&Y LLP to represent an interest materially adverse to the Debtors.

22. To the best of my knowledge, information and belief, neither the undersigned nor the E&Y LLP professionals expected to assist the Debtors in these matters are connected to the Judge, U.S. Trustee or Assistant U.S. Trustee assigned to this matter.

23. Despite the efforts described above to identify and disclose connections with parties-in-interest in these cases, because the Debtors are a large enterprise with numerous creditors and other relationships, E&Y LLP is unable to state with certainty that every client representation or other connection of E&Y LLP with parties-in-interest in these cases has been disclosed herein. If E&Y LLP discovers additional information that requires disclosure, E&Y LLP will file supplemental disclosures with the Court.

⁴ Certain names herein have been redacted at the direction of Debtors' counsel.

24. Certain entities that are parties in interest are lenders to E&Y LLP: Barclays Bank PLC; Citibank NA; Fifth Third Bank; HSBC Bank; PNC Bank; JP Morgan Chase Bank; and Wells Fargo Bank participate in E&Y LLP's Revolving Credit Program.

25. Prior to the Petition Date, E&Y LLP provided tax advisory, tax compliance, financial accounting advisory and transaction advisory services (including restructuring advisory services and due diligence services) to a client ("Investor 1"), some of which services related to (i) Investor 1's investment in oil and gas field properties owned and operated by the Debtors in the area known as the Barnett Shale, and (ii) the possible bankruptcy filing by the Debtors. E&Y LLP ceased providing such transaction advisory and restructuring advisory services to Investor 1 prior to the Petition Date, and will not provide any such transaction advisory and restructuring advisory services to Investor 1 related to the Debtors while retained by the Debtors in these cases. However, E&Y LLP continues to provide various tax advisory, tax compliance and financial accounting advisory services to Investor 1, some of which services may continue to relate to the Debtors by virtue of Investor 1's aforementioned investment.

26. Prior to the Petition Date, E&Y LLP also provided audit, tax advisory and transaction advisory services to a client ("Investor 2"), some of which services related to Investor 2's investment in oil and gas field properties owned and operated by the Debtors in the area known as the Barnett Shale. E&Y LLP ceased providing such transaction advisory services to Investor 2 prior to the Petition Date, and will not provide any such transaction advisory services to Investor 2 related to the Debtors while retained by the Debtors in these cases. However, E&Y LLP continues to provide various audit and tax advisory services to Investor 2, some of which services may continue to relate to the Debtors by virtue of Investor 2's aforementioned investment.

27. No member of the E&Y LLP engagement teams that has provided or will provide services to Investor 1 or Investor 2 will provide Services to the Debtors. Additionally, any materials and information of the Debtors, Investor 1 and Investor 2, respectively, will be maintained separately pursuant to a confidentiality wall so as to avoid the verbal, electronic, or physical sharing of confidential information of such parties. Thus, E&Y LLP believes that its continued provision of, and payment for, these services to Investor 1 and Investor 2 will not impair E&Y LLP's ability to objectively perform professional services for the Debtors and will not require E&Y LLP to represent an interest materially adverse to the Debtors.

28. The Debtors are involved in owning, operating, and investing in numerous oil and gas properties. Various clients of E&Y LLP are or may be investors in such properties and/or the underlying mineral rights related thereto, and E&Y LLP has identified work it is doing for at least one client to date for whom EY's work is related to the underlying mineral rights on a project involving the Debtors.

29. To the best of my knowledge, information and belief formed after reasonable inquiry, E&Y LLP does not hold nor represent any interest materially adverse to the Debtors in the matters for which E&Y LLP is proposed to be retained. The proposed employment of E&Y LLP is not prohibited by or improper under Bankruptcy Rule 5002. Accordingly, I believe that E&Y LLP is eligible for retention by the Debtors under Title 11 of the United States Code (the "Bankruptcy Code").

30. To the best of my knowledge, information and belief, prior to the Petition Date, E&Y LLP performed certain professional services for the Debtors, including audit services. At the Debtors' request following the Petition Date and prior to Court approval of E&Y LLP's engagement in these cases, E&Y LLP may provide in its sole discretion certain of the Services

described in the Engagement Letter. Thus, E&Y LLP requests that its retention be authorized as of the Petition Date.

31. During the ninety days immediately preceding the Petition Date, the Debtors paid to E&Y LLP amounts totaling \$815,314 (\$745,642 of which constituted advance payments).

32. As of March 13, 2015, E&Y LLP was owed \$0 by the Debtors in respect of services provided by E&Y LLP prior to the Petition Date. Upon approval of E&Y LLP's retention in these cases, E&Y LLP shall waive its right to receive any unpaid fees incurred on the Debtors' behalf prior to the Petition Date.

33. As of March 13, 2015, E&Y LLP was holding a credit balance of \$117,407 for the Debtors' account, which amount will be applied by E&Y LLP in payment of compensation and reimbursement of expenses incurred following March 13, 2015, subject to Court approval following the Petition Date.

34. Except as otherwise set forth herein, E&Y LLP has not shared or agreed to share any of its compensation in connection with this matter with any other person.

35. E&Y LLP intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court and the Engagement Letters, and pursuant to any additional procedures that may be established by the Court in these cases.

36. To the best of my knowledge, information, and belief formed after reasonable inquiry, E&Y LLP is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code in that E&Y LLP:

- (a) is not a creditor, equity security holder or an insider of the Debtors;

(b) is not and was not, within two years before the Petition Date, a director, officer or employee of the Debtors; and

(c) does not have an interest materially adverse to the interests of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

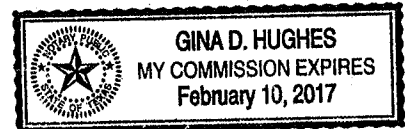
37. The foregoing representation is based on our understanding that as prepetition services provider to the Debtors, E&Y LLP was not an "employee" of the Debtors as that term is used in the Bankruptcy Code.

Benny Scott Hickson
Benny Scott Hickson

Dated: March 16, 2015

Sworn to and subscribed before me this 16th day March, 2015.

Gina D. Hughes
Notary Public



My Commission Expires: February 10, 2017

EXHIBIT A

Engagement Letter



March 17, 2015

Quicksilver Resources Inc.
801 Cherry Street, Suite 3700
Fort Worth, TX 76102

Attention: Steve M. Morris, Chairman – Audit Committee of the Board of Directors
and Vanessa Gomez LaGatta, Senior Vice President – Chief Financial Officer and Treasurer

Ladies and Gentlemen:

1. This agreement (together with all attachments hereto, the “Agreement”) confirms the engagement of Ernst & Young LLP (“we” or “EY”) by the Audit Committee of Quicksilver Resources Inc. (the “Company”) to audit the Company’s financial statements and its internal control over financial reporting (the “integrated audit”) subsequent to the Company filing a petition under chapter 11 (“Chapter 11”) of title 11 the United States Code (the “Bankruptcy Code”) on or about March 17, 2015 with the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”). As part of the integrated audit, we will audit and report on the consolidated financial statements of the Company for the year ended December 31, 2014 (the “audit of the financial statements”). We also will audit and report on the effectiveness of the Company’s internal control over financial reporting as of December 31, 2014 (the “audit of internal control”). In addition, we will review the Company’s 2015 quarterly unaudited interim financial information before the Company files its Form 10-Qs until either this agreement is terminated by one of the parties or an engagement agreement for the audit of the 2015 financial statements is executed. All of the services described in this paragraph are referred to collectively as either the “Audit Services” or the “audit.” Our performance of Audit Services is contingent upon the Bankruptcy Court’s approval of our retention in accordance with the terms and conditions that are set forth in this Agreement. This Agreement shall be effective as of the date set forth above.

Integrated audit responsibilities and limitations

2. The objective of the audit of the financial statements is to express an opinion on whether the consolidated financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective of the audit of internal control is to express an opinion on the effectiveness of internal control over financial reporting. Should conditions not now anticipated preclude us from completing either the audit of the financial statements or the audit of internal control and issuing our report(s) thereon, we will advise the Audit Committee, management and the Bankruptcy Court promptly and take such action as we deem appropriate.

3. We will conduct the integrated audit in accordance with the standards of the Public Company Accounting Oversight Board (the "PCAOB"). Those standards require that we obtain reasonable, rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud, and that the Company maintained, in all material respects, effective internal control over financial reporting as of the date specified in management's assessment. As management is aware, there are inherent limitations in the audit process, including, for example, selective testing and the possibility that collusion or forgery may preclude the detection of material error, fraud or illegal acts. Accordingly, there is some risk that a material misstatement of the financial statements or a material weakness in internal control over financial reporting would remain undetected. Also, an audit of the financial statements is not designed to detect error or fraud that is immaterial to the consolidated financial statements. Similarly, an audit of internal control is not designed to detect deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness.
4. We will consider the Company's internal control over financial reporting in determining the nature, timing and extent of our audit procedures for the purpose of expressing our opinion on: (1) the consolidated financial statements and (2) the effectiveness of internal control over financial reporting. Our report on internal control relates to the effectiveness of the Company's internal control over financial reporting as a whole, and not to the effectiveness of each individual internal control component.
5. In accordance with professional standards, we will communicate certain matters related to the planning, conduct and results of the audit to the Audit Committee, and also may make certain inquiries of the Audit Committee. Changes to the scope of the Audit Services may occur as a result of the issuance of new standards and interpretations or inspections findings. We will communicate any significant changes in the scope of the Audit Services and related procedures to management and the Audit Committee on a timely basis.
6. In accordance with the rules and regulations of the SEC, the Company is required to submit an interactive data exhibit that presents its consolidated financial statements in eXtensible Business Reporting Language (XBRL) format. Management is responsible for the completeness, accuracy and consistency of its XBRL data. The standards of the PCAOB and the rules and regulations of the SEC do not require that we perform, and we will not perform, procedures related to the interactive data exhibits to the Company's reports or registration statements, or to the related viewable interactive data, as part of the Audit Services. Unlike other information in documents containing the audited financial statements (e.g., Management's Discussion and Analysis), we are not required to read the XBRL submission for material inconsistencies with the information or manner of its presentation appearing in the financial statements as part of our audit procedures. Any services related to the Company's interactive data would be subject to a separate engagement pre-approved by the Audit Committee as described in paragraph 7, and subject to Bankruptcy Court approval.
7. We will obtain pre-approval from the Audit Committee for any services we are to provide to the Company pursuant to the Audit Committee's pre-approval process, policies, and procedures, in accordance with the standards and rules of the SEC and PCAOB. We also

will communicate at least annually with the Audit Committee on independence matters as required by the rules of the PCAOB.

8. We will inform the Chair of the Audit Committee and appropriate members of management if the Audit Services are selected for inspection by the PCAOB. We are required by law to cooperate with any inspection request and may be required to produce workpapers and other documents and information. We also will communicate any written findings as a result of such inspection and all remedial actions taken by EY in response to such findings. Upon request, we will provide the Audit Committee and the Company with a copy of any publicly available inspection reports on EY issued by the PCAOB, but we will not provide any confidential inspection reports issued by the PCAOB to EY, the confidentiality of which is provided for in the Sarbanes-Oxley Act of 2002 and the PCAOB's inspection rules.
9. If we determine that there is evidence that fraud or possible illegal acts may have occurred, we will bring such matters to the attention of the appropriate level of management. If we become aware of fraud involving senior management or fraud (whether committed by senior management or other employees) that causes a material misstatement of the consolidated financial statements, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and the appropriate members of management are adequately informed of illegal acts that come to our attention unless they are clearly inconsequential. We also will inform the Audit Committee and appropriate members of management of misstatements noted during our audit procedures other than those that are clearly trivial.
10. We will communicate in writing to management and the Audit Committee all material weaknesses in internal control over financial reporting identified during the integrated audit, including those that were remediated during the audit. The identification of a material weakness that remains uncorrected as of the date of management's assessment will cause us to express an adverse opinion on the effectiveness of the Company's internal control over financial reporting. We will consider whether there are any deficiencies, or combinations of deficiencies, that have been identified during the audit that are significant deficiencies and will communicate such deficiencies, including those that were remediated during the audit, in writing, to the Audit Committee. In addition, we will communicate any significant deficiencies and material weaknesses communicated to management and to the Audit Committee in previous audits that have not yet been remediated. We also will communicate to management in writing all internal control deficiencies (that is, those deficiencies in internal control over financial reporting that are of a lesser magnitude than material weaknesses) identified during the integrated audit and not previously communicated by us or by others, and will inform the Audit Committee when such a communication has been made. In addition, if we conclude that the Audit Committee's oversight of the Company's external financial reporting and internal control over financial reporting is ineffective, we will communicate our conclusion in writing to the Board of Directors.

Reviews of unaudited interim financial information

11. The review of the Company's 2015 quarterly unaudited interim financial information will be performed in accordance with the applicable standards of the PCAOB.
12. A review of interim financial information consists principally of performing analytical procedures and making inquiries of management responsible for financial and accounting matters. It involves a review of the condensed financial information included in the filing on Form 10-Q and does not include any earlier earnings releases or other such communications. A review is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we will not express an opinion on the interim financial information.
13. A review includes obtaining sufficient knowledge of the Company's business and its internal control as it relates to the preparation of both annual and interim financial information to: identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence; and select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.
14. A review is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will communicate to the Audit Committee any significant deficiencies noted during our review procedures.
15. If, during our review procedures, we determine that there is evidence that fraud or possible illegal acts may have occurred, we will bring such matters to the attention of the appropriate level of management. If we become aware of fraud involving senior management or fraud (whether committed by senior management or other employees) that causes a material misstatement of the interim financial information, we will report this matter directly to the Audit Committee. We will determine that the Audit Committee and the appropriate members of management are adequately informed of illegal acts that come to our attention unless they are clearly inconsequential. We also will inform the Audit Committee and appropriate members of management of misstatements noted during our review procedures other than those that are clearly trivial.

Management's responsibilities and representations

16. The consolidated financial statements (including disclosures), unaudited interim financial information, and management's assessment of the effectiveness of internal control over financial reporting are the responsibility of management. Management is responsible for establishing and maintaining effective internal control over financial reporting relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error, for properly recording transactions in the accounting records, for safeguarding assets, and for the overall fair presentation of the

consolidated financial statements and unaudited interim financial information in conformity with U.S. generally accepted accounting principles. Management also is responsible for the identification of, and for the Company's compliance with, laws and regulations applicable to its activities.

17. Management is responsible for adjusting the consolidated financial statements and unaudited interim financial information to correct material misstatements and for affirming to us in its letter of representations that the effects of any uncorrected misstatements aggregated by us during the applicable Audit Services and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the consolidated financial statements and unaudited interim financial information taken as a whole.
18. Management is responsible for apprising us of all allegations involving financial improprieties received by management or the Audit Committee (regardless of the source or form and including, without limitation, allegations by "whistle-blowers"), and for providing us full access to these allegations and any internal investigations of them, on a timely basis. Allegations of financial improprieties include allegations of manipulation of financial results by management or employees, misappropriation of assets by management or employees, intentional circumvention of internal controls, inappropriate influence on related party transactions by related parties, intentionally misleading EY, or other allegations of illegal acts or fraud that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. If the Company limits the information otherwise available to us under this paragraph (based on the Company's claims of attorney/client privilege, work product doctrine or otherwise), the Company will immediately inform us of the fact that certain information is being withheld from us. Any such withholding of information could be considered a restriction on the scope of the audit and may prevent us from opining on the Company's financial statements or internal control over financial reporting; alter the form of report we may issue on such financial statements or internal control over financial reporting; prevent us from consenting to the inclusion of previously issued auditor's reports in future Company filings; or otherwise affect our ability to continue as the Company's independent registered public accounting firm. We will disclose any such withholding of information to the Audit Committee.
19. Management is responsible for performing an evaluation and making an assessment of the effectiveness of the Company's internal control over financial reporting as of the end of the Company's most recent fiscal year, based on a suitable, recognized control framework. In connection with its assessment of internal control over financial reporting, management will affirm to us in its letter of representations that it has disclosed to us all deficiencies in the design or operation of internal control over financial reporting identified as part of its evaluation, including separately disclosing to us all such deficiencies that management believes to be significant deficiencies or material weaknesses in internal control over financial reporting.
20. Management is responsible for providing us access to: all information of which management is aware that is relevant to the Audit Services, such as records, documentation and other matters to complete the Audit Services on a timely basis; additional information that we may

request from management for purposes of the audit; and unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence. Management's failure to do so may cause us to delay our report, modify our procedures, or even terminate the Audit Services.

21. As required by professional standards, we will make specific inquiries of management about the representations contained in the consolidated financial statements and unaudited interim financial information and management's assessment of the effectiveness of internal control over financial reporting. Professional standards also require that, at the conclusion of the applicable Audit Services, we obtain a letter of representations from certain members of management about these matters and to represent that management has fulfilled its responsibilities as set forth in this Agreement, including that all material transactions have been recorded in the accounting records and are reflected in the financial statements and unaudited interim financial information. The responses to those inquiries, the written representations, and the results of our procedures comprise evidence on which we will rely in completing the applicable Audit Services.
22. Management agrees to cause all of the Company's foreign subsidiaries and affiliates included in the Company's consolidated financial statements to provide any authorization, to the fullest extent permissible under applicable law, necessary to permit compliance with requests by the SEC or the PCAOB for production of documents or information in a foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such firm or person. In addition, the Company hereby waives, to the fullest extent permissible under applicable law, the rights provided under any laws, regulations, professional standards, or other provisions that might restrict the ability of any foreign public accounting firm, any associated person, or EY, to comply with requests by the SEC or the PCAOB for production of documents or information in such foreign public accounting firm's, associated person's or EY's possession, custody or control that was obtained in the conduct of audit services by such foreign firm or person, and consents, to the fullest extent permissible under applicable law, to action taken in furtherance of the foregoing by any foreign public accounting firm, associated person or EY.
23. Management shall make appropriate inquiries of the Company's officers and directors to determine whether any business relationships exist between any such officer or director (or any entity for or of which such an officer or director acts in a similar capacity) and EY or any other member firm of the global Ernst & Young organization (any of which, an "EY Firm"), other than one pursuant to which an EY Firm performs professional services.
24. Management shall discuss any independence matters with EY that, in management's judgment, could bear upon EY's independence.
25. The Staff of the SEC has publicly stated that auditors and public companies share responsibility for compliance with auditor independence rules. Accordingly, the Company shall provide to EY information about the entities over which the Company has direct or indirect control or significant influence or which otherwise qualify as the "audit client"

under Regulation S-X. The Company understands that EY will use this information to assess its independence in this engagement.

26. The Company shall be responsible for its personnel's compliance with the Company's obligations under this Agreement.
27. Management shall allow those providing direct assistance to EY in the course of the audit (e.g., members of the internal audit staff) to follow EY's instructions, and the Company will not intervene in the work those individuals perform for EY

Fees and billings

28. You shall pay fees for the Audit Services, which fees are based on the time that our professionals spend performing them and their respective titles, as adjusted annually on July 1, while the Audit Services under this Agreement are being performed. The rates, by level of audit or tax professional, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Partner/Executive Director	\$925
Senior Manager	\$815
Manager	\$715
Senior	\$540
Staff	\$335

29. In addition, the Company shall reimburse us for reasonable, documented, direct expenses incurred in connection with the performance of the Audit Services. Direct expenses include reasonable, documented and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to this engagement. EY may receive rebates in connection with certain purchases, which are used to reduce charges that EY would otherwise pass on to its clients.
30. We will submit an itemized and detailed billing statement, and we will request payment of our fees and expenses, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and any relevant administrative orders. We will submit our invoices as the work progresses and payment of them will be made within 21 days of receipt, or as quickly as the Bankruptcy Code, the Bankruptcy Rules, Local Rules and any relevant administrative orders entered by the Bankruptcy Court allow. We acknowledge that payment of our fees and expenses hereunder is subject to (i) the jurisdiction and approval of the Bankruptcy Court under Sections 330 and 331 of the Bankruptcy Code, any order of the Bankruptcy Court approving the retention of us and the U.S. Trustee Guidelines, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final

fee applications. Fees for any special audit-related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the fees referred to above, and will be the subject of other written agreements which shall be subject to Bankruptcy Court approval.

31. If we are requested or authorized by the Company or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to the Audit Services for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. If the Audit Services performed for the Company are selected for inspection by the PCAOB, the professional time and expenses incurred related to the routine inspection activity and any related remediation work will be billed as incurred.

Other matters

32. Unless prohibited by applicable law, we may provide Company information to other EY Firms and their personnel, as well as third-party service providers acting on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate to facilitate performance of the Audit Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services, or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Company information, regardless of where or by whom such information is Processed on our behalf. Either EY or the Company may use electronic media to correspond or transmit information relating to the Audit Services, and such use will not, in itself, constitute a breach of any confidentiality obligations.
33. The Company shall not, during the term of this Agreement and for 12 months following its termination for any reason, without the prior written consent of EY, solicit for employment or a position on its Board of Directors, or hire or appoint to its Board of Directors, any current or former partner, principal, or professional employee of EY, any affiliate thereof, any other EY Firm or any of their respective affiliates if any such professional either: (i) performed any audit, review, attest, or related service for or relating to the Company at any time (a) since the date on which the Company filed its most recent periodic annual report with the SEC (or, since the beginning of the most recent fiscal year to be covered by the Company's first such report, if applicable) or (b) in the 12 months ended on that date; or (ii) influences EY's operations or financial policies or has any capital balances or any other continuing financial arrangement with EY.
34. EY shall remain fully responsible for the Audit Services and for all of its other responsibilities, covenants and obligations under this Agreement, notwithstanding that we may subcontract portions of the Audit Services to other EY Firms or that other EY Firms may participate in the provision of the Audit Services. The Company may not make a claim or bring proceedings relating to the Audit Services or otherwise under this Agreement against any other EY Firm and EY shall not contest its responsibility for the Audit Services

on the basis that any of them were performed by another EY Firm. The Company shall make any claim or bring proceedings only against EY. This paragraph is intended to benefit the other EY Firms, which shall be entitled to enforce it. Each EY Firm is a separate legal entity.

35. If we Process Company information that can be linked to specific individuals ("Personal Data"), we will Process it in accordance with paragraph 32 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Company information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information. The Company warrants that it has the authority to provide the Personal Data to EY in connection with the performance of the Audit Services and that the Personal Data provided to us has been Processed in accordance with applicable law.
36. In order to provide the Audit Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Company site. You will provide us with copies of any Restricted Personal Data only in accordance with mutually agreed protective measures.
37. By your signature below, you confirm that the Company, through its Board of Directors, has authorized the Audit Committee to enter into this Agreement on the Company's behalf and that you have been expressly authorized by the Audit Committee to execute this Agreement on behalf of, and to bind, the Company. In addition, you confirm that management agrees to, acknowledges, and understands its responsibilities as outlined in "Management's responsibilities and representations." Either EY or the Company may execute this Agreement (and any supplements or modifications hereto) by electronic means, and each of EY and the Company may sign a different copy of the same document.
38. EY retains ownership in the workpapers compiled in connection with the performance of the Audit Services.
39. Craig Stone will be the Audit Partner responsible for the provision of our audit services. Scott Hickson, Partner and Rabeca Sande, Manager, will work closely with management in performing all required Audit Services. If one or more of these individuals ceases to provide audit services to the Company pursuant to this Agreement, EY will so advise the Company and, if that professional is replaced, provide the Company with the name of that

professional's replacement. Other partners and staff, not identified herein, may be utilized as required to conduct our work in an efficient manner.

40. Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of Company or its subsidiaries or of EY) shall be brought in the Bankruptcy Court or the applicable district court (if such district court withdraws the reference) and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court, or the district court upon withdrawal of the reference, does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures as set forth in the attachment to this Agreement, which is incorporated herein by reference. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon Company, EY and any all successors and assigns thereof
41. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.
42. To the extent that EY agrees to perform Audit Services for a subsequent fiscal year, the terms and conditions set forth in this Agreement shall apply to the performance of such Audit Services, except as specifically modified, amended or supplemented in writing by the parties, subject to Bankruptcy Court approval. Changes in the scope of the Audit Services, and estimated fees for such services in subsequent fiscal years will be communicated in supplemental agreements. This Agreement may be terminated at any time by the Company or EY but in any event this Agreement will expire upon the effective date of the Company's confirmed plan of reorganization, or liquidation of the Company's assets, under Chapter 11 or 7 of the Bankruptcy Code, or otherwise. Upon any termination of the Audit Services or this Agreement, the Company shall pay EY for all work-in-progress, Audit Services already performed and expenses incurred by us up to and including the effective date of such termination. The provisions of this Agreement that give either of us rights or obligations beyond its termination including, without limitation, paragraph 37, shall continue indefinitely following the termination of this Agreement and shall survive completion of the Company's bankruptcy whether through a confirmed plan of reorganization under Chapter 11, liquidation of the Company's assets under Chapter 7 of the Bankruptcy Code, or otherwise.
43. By agreement to the provision of the Audit Services, we are not providing a guarantee to you that our performance of those services pursuant to the terms and conditions set forth in this Agreement will guarantee your successful reorganization under Chapter 11.

EY appreciates the opportunity to be of assistance to the Company. If this Agreement accurately reflects the terms on which the Company has agreed to engage EY, please sign below on behalf of the Company and return it to Craig Stone at 425 Houston Suite 600 Fort Worth, TX 76102.

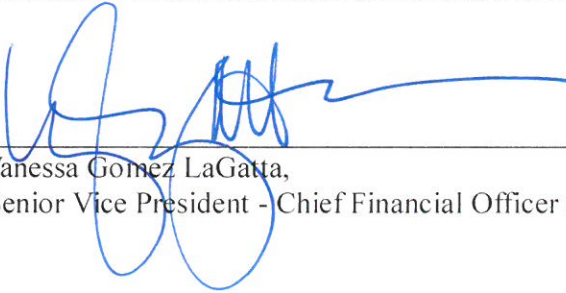
Very truly yours,

Ernst + Young LLP

Agreed and accepted by:

By: _____

Steve M. Morris,
Chairman – Audit Committee of the Board of Directors



Vanessa Gomez LaGatta,
Senior Vice President - Chief Financial Officer and Treasurer


*M.B.
per AG
Heneke*

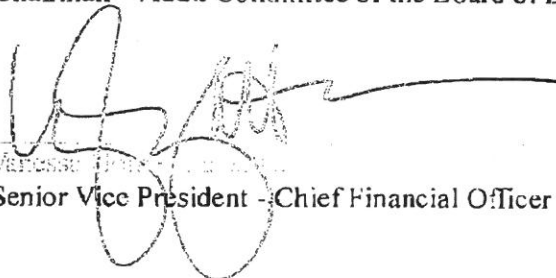
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Very truly yours,

Ernst & Young LLP

Agreed and accepted by:

By: 
Steve M. Morris,
Chairman – Audit Committee of the Board of Directors


Vanessa
Senior Vice President - Chief Financial Officer and Treasurer

*2/18.
per AG
Kane*



Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY Firm audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

EXHIBIT B

Connections Check Results

Category	Party Name*	No Connection	Prior Connection	Current Connection
Debtor	Barnett Shale Operating LLC	x		
Debtor	Cowtown Gas Processing LP	x		
Debtor	Cowtown Pipeline Fundings, Inc.	x		
Debtor	Cowtown Pipeline L.P.	x		
Debtor	Cowtown Pipeline Management, Inc.	x		
Debtor	QPP Holdings LLC	x		
Debtor	QPP Parent LLC	x		
Debtor	Quicksilver Resources, Inc.			x
Debtor	Silver Stream Pipeline Company LLC	x		
Debtors Attorney	Akin Gump Strauss Hauer & Feld LLP	x		
Debtors Attorney	Bennett Jones LLP		x	
Debtors Attorney	Davis Polk & Wardwell LLP		x	x
Debtors Attorney	Fulbright & Jaworski LLP		x	
Debtors Attorney	Kelly Hart & Hallman	x		
Debtors Attorney	Richards Layton & Finger	x		
Debtors Other Professionals	Deloitte Transactions and Business Analytics LLP	x		
Debtors Other Professionals	FTI Consulting Canada Inc.		x	x
Debtors Other Professionals	Garden City Group, Inc.	x		
Debtors Other Professionals	Houlihan Lokey		x	
Debtors Other Professionals	KPMG LLP		x	
Debtors Affiliates	0942065 B.C. Ltd.	x		
Debtors Affiliates	0942069 B.C. Ltd.	x		
Debtors Affiliates	1622834 Alberta Inc.	x		
Debtors Affiliates	Cowtown Drilling, Inc.	x		
Debtors Affiliates	Fortune Creek Gathering and Processing Partnership	x		
Debtors Affiliates	Makarios Midstream Inc.	x		
Debtors Affiliates	Makarios Resources International Holdings LLC	x		
Debtors Affiliates	Makarios Resources International Inc.	x		
Debtors Affiliates	Quicksilver Production Partners GP LLC	x		
Debtors Affiliates	Quicksilver Production Partners LP	x		
Debtors Affiliates	Quicksilver Production Partners Operating Ltd.	x		
Debtors Affiliates	Quicksilver Resources Canada Inc.			x
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Anne Darden Self	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Glenn Darden	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Mark J. Warner	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Michael Y. McGovern	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Scott M. Pinsonnault	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Steven M. Morris	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	Thomas F. Darden (former)	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	W. Bryon Dunn	x		
Debtors Officers/Directors (Officers and Directors (current and for the two years prior to the Chapter 11 Filing))	W. Yandell Rogers, III	x		
Debtors' Directors Attorneys	Potter Anderson Corroon LLP	x		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	CHARLES SCHWAB & CO, INC		x	x
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	CREDIT SUISSE SECURITIES (USA) LLC		x	x
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	E*TRADE CLEARING LLC			x

*Certain names herein have been redacted at the direction of Debtors' counsel. Debtors' top thirty creditors are included in other categories herein according to Debtors' counsel.

Category	Party Name*	No Connection	Prior Connection	Current Connection
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	MERRILL LYNCH, PIERCE, FENNER & SMITH INC	x		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	MOUNT KELLETT CAPITAL MANAGEMENT LP	Connection Check Pending		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	NATIONAL FINANCIAL SERVICES LLC	x		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	QUICKSILVER ENERGY, L.C.	x		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	SCOTTRADE INC	Connection Check Pending		
Debtors Major Shareholder (Parties filing 13-D Statements with the SEC, and if not a public company, other 5% equity holders, if known)	TD AMERITRADE CLEARING, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ADVANCED SERIES TRUST- AST FRANKLIN TEMPLETON FOUNDING FUNDS ALLOCATION PORTFOLIO	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ALLEGHENY TECHNOLOGIES INCORPORATED MASTER PENSION TRUST		x	
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ALLIED WORLD ASSURANCE COMPANY, LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	AMERIPRISE ENTERPRISE	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	APEX CLEARING CORPORATION			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARCH INVESTMENT HOLDINS IV LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES CAPITAL			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES DYNAMIC CREDIT ALLOCATION FUND INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES DYNAMIC CREDIT ALLOCATION FUND INC.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES ENHANCED CREDIT OPPORTUNITIES FUND B, LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES ENHANCED CREDIT OPPORTUNITIES FUND B, LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES ENHANCED CREDIT OPPORTUNITIES FUND II LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES ENHANCED CREDIT OPPORTUNITIES FUND II LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MANAGEMENT			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MANAGEMENT, LLC- FM			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MULTI STRATEGY CREDIT FUND V H L P			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MULTI STRATEGY CREDIT FUND V H L P			x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MULTI-STRATEGY CREDIT FUND INC.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES MULT-STRATEGY CREDIT FUND INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES SENIOR LOAN TRUST			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES SENIOR LOAN TRUST	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES STRATEGIC INVESTMENT PARTNERS III LP			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES STRATEGIC INVESTMENT PARTNERS III LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES STRATEGIC INVESTMENT PARTNERS LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ARES STRATEGIC INVESTMENT PARTNERS LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ASIP (HOLDCO) IV S.A.R.L.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	AVENUE ADVISORS	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	AVENUE SPECIAL OPPORTUNITIES FUND II LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BANK OF AMERICA		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BANK OF AMERICA		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BANK OF AMERICA NA		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BANK OF AMERICA, NA/GWIM TRUST OPERATIONS		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BANK OF NOVA SCOTIA		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BARCLAYS BANK PLC		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BARCLAYS BANK PLC-FD MGR		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BARCLAYS CAPITAL INC		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BARCLAYS CAPITAL INC/BARCLAYS BANK		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BARCLAYS CAPITAL INC/LE		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BB&T		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BB&T SECURITIES, LLC		x	x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BBVA COMPASS		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BLACK DIAMOND OFFSHORE LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BLACKROCK FINANCIAL MANAGEMENT		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BMO NESBITT BURNS INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNP PARIBAS			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNP PARIBAS			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNP PARIBAS PRIME BROKERAGE, INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNP PARIBAS, CUSTODY SERVICES	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNY MELLON ASSET SERVICING		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BNY MELLON/MID CAP		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BP CORPORATION NORTH AMERICA, INC.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	BROWN BROTHERS HARRIMAN & CO			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM-3		x	
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CANADIAN IMPERIAL BANK OF COMMERCE			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CANDLEWOOD FINANCIAL OPPORTUNITIES FUND, LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CANDLEWOOD FINANCIAL OPPORTUNITIES MASTER FUND, LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CANDLEWOOD INVESTMENT GROUP- FM	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CARLSON CAPITAL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CARLSON CAPITAL, L.P.	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CATLIN RE SWITZERLAND LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CATLIN UNDERWRITING AGENCIES LTD-1	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CAYLON	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CERBERUS INSTITUTIONAL PARTNERS V LP	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CERBERUS PARTNERS, L.P.- FD MGR	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CHARLES SCHWAB & CO, INC		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CIBC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CITI	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CITIBANK INTERNATIONAL			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CITIBANK, NA			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CITIBANK, NATIONAL ASSOCIATION			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CITIGROUP GLOBAL MARKETS INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	COMERICA			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	COR CLEARING LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CREDIT AGRICOLE			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CREDIT AGRICOLE SECURITIES (USA) INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CREDIT SUISSE	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CREDIT SUISSE AG	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CREDIT SUISSE LOAN FUNDING LL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CRESCENT CAPITAL GROUP			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	CRESCENT SENIOR SECURED FLOATING RATE LOAN FUND, LLC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DA DAVIDSON & CO	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DAVID LERNER ASSOCIATES, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DAVIDSON KEMPNER CAPITAL MANAGEMENT	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DAVIDSON KEMPNER PARTNERS			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DEUTSCHE BANK			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DEUTSCHE BANK SECURITIES INC			x

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DOUBLE BLACK DIAMOND OFFSHORE LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	DUNHAM FLOATING RATE BOND FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	E*TRADE CLEARING LLC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	EDC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	EDWARD D JONES & CO	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	EF CORPORATE HOLDINGS LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ELLINGTON CREDIT OPPORTUNITIES LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ELLINGTON MANAGEMENT GROUP LLC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FIFTH THIRD BANK		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FIRST CLEARING, LLC		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FIRST SOUTHWEST COMPANY			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FLATIRON CLO 2014-1 LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN ADVISERS, INC.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN ADVISORS			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN FLOATING RATE MASTER TRUST - FRANKLIN FLOATING RATE MASTER SERIES			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN FLOATING RATE TRUST -FD MGR			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN INVESTORS SECURITIES TRUST- FRANKLIN FLOATING RATE DAILY ACCESS FUND			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN MUTUAL ADVISERS-FM			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN TEMPLETON SERIES II FUNDS-FRANKLIN FLOATING RATE II FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST- FRANKLIN INCOME SECURITIES FUND			x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	FUTURE FUND BOARD OF GUARDIANS-1	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GLG ORE HILL LLC- FM		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GOLDMAN SACHS			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GOLDMAN SACHS ASSET MGMT			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GOLDMAN SACHS EXECUTION & CLEARING LP			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GOLDMAN SACHS LENDING PARTNERS LLC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	GOLDMAN, SACHS & CO.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	HSBC BANK USA, NA			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	HUTCHIN HILL CAPITAL			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	HUTCHIN HILL CAPITAL MANAGEMENT	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ILLINOIS STATE BOARD OF INVESTMENT	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	INDUSTRIAL AND COMMERCIAL BANK OF CHINA FINANCIAL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ING FRANKLIN INCOME PORTFOLIO	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	INGALLS & SNYDER, LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	INTERACTIVE BROKERS RETAIL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	INVESHARE C/O THE COLBENT CORP	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	J.P. MORGAN		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JANNEY MONTGOMERY SCOTT LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JEFFERIES	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JEFFERIES & COMPANY INC/SECURITIES	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JEFFERIES LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JEFFRIES CAPITAL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JFIN CLO 2013 LTD.	x		

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JNL SERIES TRUST-JNL/FRANKLIN TEMPLETON INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JNL/PPM AMERICA FLOATING RATE INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JOHN HANCOCK FUND II FLOATING RATE INCOME FUND	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JP MORGAN CHASE BANK, NA/CUSTODIAL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JP MORGAN CLEARING CORP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JPMORGAN CHASE	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JPMORGAN CHASE	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	KEY BANK	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	KINNEY HILL CREDIT OPPORTUNITIES FD LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	KLS DIVERSIFIED ASSET MANAGEMENT LP- FM	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	KLS DIVERSIFIED MASTER FUND L.P.	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	LEGG MASON WESTERN ASSET SENIOR LOANS FUND			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	LMP CORPORATE LOAN FUND INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	LPL FINANCIAL CORPORATION	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MAC CAPITAL LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MAINSTAY FLOATING RATE FUND, A SERIES OF MAINSTAY FUNDS TRUST	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MAINSTAY VP FLOATING RATE PORTFOLIO A SERIES OF MAINSTAY VP SERIES FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MANUFACTURERS AND TRADERS TRUST COMPANY	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MANULIFE ASSET MANAGEMENT (U.S.), LLC - FD MGR	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MANULIFE FLOATING RATE SENIOR LOAN FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MERRILL LYNCH, PIERCE, FENNER & SMITH INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MERRILL LYNCH/BANK OF AMERICA	x		

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MIDTOWN ACQUISITIONS LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MISSOURI EDUCATION PENSION TRUST		x	
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MITSUBISHI UFJ TRUST & BANKING CORPO			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MOMENTUM CAPITAL FUND, LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MONARCH ALTERNATIVE CAPITAL	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MONARCH ALTERNATIVE CAPITAL LP AC MONARCH MASTER FUNDING LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MORGAN STANLEY & CO INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MORGAN STANLEY SMITH BARNEY LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	MULTIMIX WHOLESALE DIVERSIFIED FIXED INTEREST TRUST	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NATIONAL FINANCIAL SERVICES LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NBCN INC.	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NEW YORK LIFE INSURANCE & ANNUITY CORP.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NEW YORK LIFE INSURANCE CO			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NEW YORK LIFE INSURANCE COMPANY - FD MGR	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NEWFLEET . HARTFORD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NORTHERN TRUST COMPANY		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	NORTHERN TRUST COMPANY/FUTURE FUND A	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE CAPITAL MANAGEMENT			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE CAPITAL MANAGEMENT, L.P.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE ENHANCED INCOME FUNDING SERIES I LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE ENHANCED INCOME FUNDING SERIES II LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE ENHANCED INCOME FUNDING SERIES III LTD	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE ENHANCED INCOME FUNDING SERIES IV LTD	x		

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OAKTREE SENIOR LOAN FUND LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ONTARIO PUBLIC SERVICE EMPLOYEES UNION PENSION PLAN TRUST FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER & CO INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER FUNDS	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER GLOBAL HIGH YIELD FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER GLOBAL STRATEGIC INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER MASTER LOAN FUND LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER QUEST FOR VALUE FUNDS FOR THE ACCOUNT OF OPPENHEIMER GLOBAL ALLOCATION FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER SENIOR FLOATING RATE FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER SENIOR FLOATING RATE PLUS FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	OPPENHEIMER VARIABLE ACCOUNT FUNDS FOR THE ACCOUNT OF OPPENHEIMER GLOBAL STRATEGIC INCOME FUND/VA	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	PERSHING LLC SECURITIES CORPORATION		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	PNC BANK, NA			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	PPF NOMINEE 1 BV	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	PPM AMERICA, INC.			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	QTRADE SECURITIES INC	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	QUADRANGLE GROUP LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RAYMOND JAMES & ASSOCIATES, INC			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RBC CAPITAL MARKETS, LLC	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RBC DOMINION SECURITIES INC	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RBS		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	REGIONS BANK		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RENAISSANCE FLOATING RATE INCOME FUND	x		

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RIVERNORTH/OAKTREE HIGH INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	ROYAL BANK OF CANADA	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	RSUI INDEMNITY COMPANY	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	SANDALWOOD OPPORTUNITY FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	SCOTTRADE INC	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	SEI PRIVATE TRUST COMPANY	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	SOCIETE GENERALE		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	SOUTHWEST SECURITIES, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STATE STREET BANK AND TRUST COMPANY	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STATE STREET BANK-SPDR'S		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STERNE, AGEE & LEACH, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STIFEL, NICOLAUS & COMPANY, INCORPORATED	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STOCKCROSS FINANCIAL SERVICES, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	STOCKTON FUNDING ULC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	TCW SENIOR SECURED LOAN FUND LP	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	TD AMERITRADE CLEARING, INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	TD WATERHOUSE CANADA INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	THE BANK OF NEW YORK MELLON		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	THE BANK OF NEW YORK MELLON/THE PRUD		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	TORONTO DOMINION			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	TRANSATLANTIC REINSURANCE COMPANY			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	UBS	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	UBS FINANCIAL SERVICES INC	Connection Check Pending		

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All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	UBS SECURITIES LLC	Connection Check Pending		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	UNION BANK OF CALIFORNIA, NA	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	UNISUPER LIMITED	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	US BANK NA	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	USAA HIGH INCOME FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	USAA INVESTMENT MANAGEMENT COMPANY/USAA MUTUAL FUN	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	VANGUARD MARKETING CORPORATION	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	VIRTUS HIGH YIELD FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	VIRTUS MULT-SECTOR SHORT TERM BOND FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	VIRTUS SENIOR FLOATING RATE FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WEDBUSH SECURITIES INC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WELLPOINT INC-2	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WELLS FARGO		x	x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WESTEN ASSET FLOATING RATE HIGH INCOME FUND LLC	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WESTERN ASSET BANK LOAN (MULTI CURRENCY) MASTER FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WESTERN ASSET BANK LOAN (OFFSHORE) FUND	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WESTERN ASSET MANAGEMENT			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WESTERN ASSET MANAGEMENT COMPANY			x
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WHIPPOORWILL ASSOCIATES INC., PROFIT SHARING PLAN	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WHIPPOORWILL ASSOCIATES, INC.	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WHIPPOORWILL CREDIT OPPORTUNITY FUND, L.P.	x		
All Secured Lenders including DIP lender (Prepetition and Proposed Postpetition Lenders, including each member of lending syndicate)	WHIPPOORWILL LOAN OPPORTUNITY FUND, L.P	x		
All Secured Lenders Attorneys	Fried, Frank, Harris, Shriver & Jacobson LLP			x
All Secured Lenders Attorneys	Latham & Watkins LP			x
All Secured Lenders Attorneys	Milbank Tweed Hadley & McCloy LLP			x
All Secured Lenders Attorneys	Simpson Thacher & Bartlett LLC	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
All Secured Lenders Attorneys	Blackstone Advisory Partners LP			x
All Secured Lenders Attorneys	Moelis & Company	Connection Check Pending		
All Indenture Trustee	The Bank of New York Mellon Trust Company, N.A.		x	x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	ADEXCO Product Company	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	AEM Production Co. II, L.L.C.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	AEM Production Co., L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Anthony Lynn Peterson	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Berry Barnett, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Black Mountain Exploration, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	BP			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Bradley Don Judge	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Brazos Electric Power Cooperative, Inc.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	BSLH Production Co., L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Burlington Resources Oil & Gas Company LP			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Burnett Oil Company	Connection Check Pending		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Burtex Minerals, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Carrizo Oil & Gas Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Chesapeake Exploration, L.L.C.	Connection Check Pending		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Chief Holdings, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Chief Oil & Gas LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Chief Resources LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Cohort Energy Company	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Collins and Young, L.L.C.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Cornerstone E&P Company, LP	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Cortez Resources, L.L.C.	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Crestwood	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Devon Energy Holdings, L.L.C.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Devon Energy Production Company, L.P.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Doris J. Fenner	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	DTE Gas Resources, Inc.		x	x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	EnCana Oil & Gas (USA) Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Eni Petroleum US LLC			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Eni Petroleum US LLC			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Eni SpA			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Eni US Operating Co. Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Enlink	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	EOG Resources		x	
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	EOG Resources Inc		x	
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Erik Andrew Peterson	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Ernest D. Fenner Estate	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Four Sevens Oil Company	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Glencrest Resources, L.L.C.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Gulf Oil Corporation	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Hillwood Oil & Gas, L.P.		x	x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	James Maxwell Judge	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Jeffrey Brian Judge	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Kathryn M. Hollingsworth	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Kevin Anthony Peterson	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Kohlberg Kravis Roberts & Co. L.P. ("KKR")			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Linda Thompson Gordon	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Little Hoss Production Co., L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Marshall R Young Oil Co.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	MidContinent Express (MEP)	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Nortex Minerals Operating Company, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Nortex Minerals, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Omas Lewayne Peterson	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Perot Investment Partners, LTD.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Petrus Development, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Petrus Investment, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Premier Natural Resources II, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Questar Exploration and Production Company	Connection Check Pending		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Reichmann Petroleum Corp.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Republic Energy Inc.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Ron Investments, Ltd.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Rosemarie Peterson	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Samson Resources Company		x	
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Savant Resources LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Southwestern Energy Company		x	
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Spectra		x	x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Stewart & Durant Cattle Company	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Stroud Energy, Ltd.	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	SWEPI LP	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Synergy Offshore LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Targa	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Tejas Western Minerals, Ltd.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Texaco Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Texas Midstream Gas Services, L.L.C.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	TG Barnett Resources LP	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	TG Barnett Resources LP	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	The Speck and Doris Fenner Living Trust dated May 30, 2000	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Tokyo Gas Co., Ltd.		x	x
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Total E&P USA, Inc.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Trunkline	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	Vantage Fort Worth Energy, L.L.C.	x		
Parties to the Debtors Significant Executory Contracts and Leases (Counterparties to executory contracts and unexpired leases)	XTO Energy Inc.	Connection Check Pending		
Parties to the Debtors Significant Executory Contracts and Leases (Landlord)	Behringer Harvard Bunett Plaza LP		x	
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)		x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)				x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)		x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)				x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)				x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]			x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]		x	x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]		x	
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]			x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]		x	x
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED] P	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	Connection Check Pending		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	Connection Check Pending		
Other Significant Parties-in-Interest (Parties who have expressed interest in purchasing the Debtors' assets if an asset sale is contemplated or likely as well as other known potential purchasers/auction participants)	[REDACTED]	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	City of Arlington	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	DHS Drilling Company	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Litigation Counterparties)	Enerfex, Inc.	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Episcopal Diocese of Fort Worth	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Franklin Salazar	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Homeland Security Investigation	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	LAR MHP Holdings, LP	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	LAR MHP, LLC	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	OH MHP Subsurance Investors LLC	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Pogue	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Richardson, Jimmy	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Rossi, Sara	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	Texas Oil & Gas Association	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	TX Railroad Commission (TRRC)	x		
Other Significant Parties-in-Interest (Litigation Counterparties)	UOP LLC	Connection Check Pending		
Other Significant Parties-in-Interest (Utility Providers)	ACCUDATA SYSTEMS INC	x		
Other Significant Parties-in-Interest (Utility Providers)	AMERICAN MILLENNIUM CORPORATION INC	x		
Other Significant Parties-in-Interest (Utility Providers)	ARLINGTON UTILITIES	x		
Other Significant Parties-in-Interest (Utility Providers)	AT & T		x	x
Other Significant Parties-in-Interest (Utility Providers)	AT&T MOBILITY		x	x
Other Significant Parties-in-Interest (Utility Providers)	AT&T TELECONFERENCE SERVICES		x	x
Other Significant Parties-in-Interest (Utility Providers)	ATMOS ENERGY			x
Other Significant Parties-in-Interest (Utility Providers)	BEHRINGER HARVARD BURNETT PLAZA LB		x	
Other Significant Parties-in-Interest (Utility Providers)	CENTURYLINK		x	x
Other Significant Parties-in-Interest (Utility Providers)	CHARTER COMMUNICATIONS HOLDING CO. LLC		x	x
Other Significant Parties-in-Interest (Utility Providers)	CISCO WEBEX LLC		x	x
Other Significant Parties-in-Interest (Utility Providers)	CITY OF CRAIG	x		
Other Significant Parties-in-Interest (Utility Providers)	CITY OF GLEN ROSE	x		
Other Significant Parties-in-Interest (Utility Providers)	CITY OF HASLET	x		
Other Significant Parties-in-Interest (Utility Providers)	COGENT COMMUNICATIONS INC			x
Other Significant Parties-in-Interest (Utility Providers)	COSERV	x		
Other Significant Parties-in-Interest (Utility Providers)	DBA DISH NETWORK	x		
Other Significant Parties-in-Interest (Utility Providers)	DIRECTV INC		x	x
Other Significant Parties-in-Interest (Utility Providers)	FIRST CHOICE POWER	Connection Check Pending		
Other Significant Parties-in-Interest (Utility Providers)	FORT WORTH WATER DEPARTMENT	x		
Other Significant Parties-in-Interest (Utility Providers)	GREEN MOUNTAIN ENERGY COMPANY	x		
Other Significant Parties-in-Interest (Utility Providers)	HILCO ELECTRIC COOPERATIVE INC	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Utility Providers)	INTERCALL	x		
Other Significant Parties-in-Interest (Utility Providers)	LEVEL 3 COMMUNICATIONS LLC	x		
Other Significant Parties-in-Interest (Utility Providers)	NORTH TEXAS GROUNDWATER	x		
Other Significant Parties-in-Interest (Utility Providers)	TEXAS EXCAVATION SAFETY SYSTEM INC	x		
Other Significant Parties-in-Interest (Utility Providers)	TRI COUNTY ELECTRIC COOPERATIVE INC	x		
Other Significant Parties-in-Interest (Utility Providers)	TXU ENERGY	x		
Other Significant Parties-in-Interest (Utility Providers)	TYCO INTEGRATED SECURITY	x		
Other Significant Parties-in-Interest (Utility Providers)	UNITED COOPERATIVE SERVICES	x		
Other Significant Parties-in-Interest (Utility Providers)	VERIZON WIRELESS	x		
Other Significant Parties-in-Interest (Utility Providers)	WINDSTREAM CORPORATION			x
Other Significant Parties-in-Interest (Utility Providers)	YAMPA VALLEY ELECTRIC ASSN INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	5J OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ACME TRUCK LINE INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ACME TRUCK LINE INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ADVANCED CONSTRUCTION	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	AFFIRM OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ALEXANDER OPEN SYSTEMS INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ALL U NEED GARBAGE SERVICE INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ALY CENTRIFUGE INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	AMERICAN SAFETY SERVICES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ARC PRESSURE DATA INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	AXIOM TECHNOLOGIES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BAKER HUGHES BUSINESS SUPPORT		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BANK OF AMERICA MERRILL LYNCH		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BASIC ENERGY SERVICES LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BASSLER ENERGY SERVICES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BEHRINGER HARVARD BURNETT PLAZA LB		x	
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BRIDGEPORT TANK TRUCKS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BUCKLEY OIL COMPANY	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	BYRD OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	C & D PRODUCTION SPECIALIST CO INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CARSON PEST CONTROL INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CE DFW	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CENTRAL PARKING SYSTEM		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CERIDIAN		x	x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CHICO LIMESTONE INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CHILDS CORPORATION	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CHRISTOPHER TORRES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CINTAS CORPORATION 492		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CITY VENDING COMPANY INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	COASTAL CHEMICAL CO LLC			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	COGENT COMMUNICATIONS INC			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	CULBERSON CONSTRUCTION INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	D & B		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DATABANK HOLDINGS LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DBA NAPA AUTO PARTS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DBA NASDAQ OMX CORPORATE SOLUTION LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DBA SELECT ENVIRONMENTAL	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DBA VAUGHN ENERGY SERVICES A GTI CO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DBA VINSON PROCESS CONTROLS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DERRICK CORPORATION			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DEVON ENERGY PRODUCTION CO LP			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DNOW L P			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DOWN HOLE INSPECTION INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DRILLING FLUIDS TECHNOLOGY INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DSI OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DUGGER BROTHERS INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	DXP ENTERPRISES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	EAGLE EYE COMMERCIAL JANITORIAL SERV	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ENCORE OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ENERGY SERVICE COMPANY OF BOWIE	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	EPIC LIFT SYSTEMS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ESC LAB SCIENCES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	EXPRESS ENERGY SERVICES OPERATING LP	Connection Check Pending		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	F2 OILFIELD SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	FLOWCO PRODUCTION SOLUTIONS, LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	FMC TECHNOLOGIES INC			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	FORT WORTH WATER DEPARTMENT	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	GATE GUARD SERVICES LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	GLOBAL SERVICES	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	GLOBENEWSWIRE			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	GORDO VACUUM SERVICE LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	HALLIBURTON ENERGY SERVICES			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	HODGES WELDING	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	INDUSTRIAL DISTRIBUTION GROUP INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	J & J OILFIELD ELECTRIC CO INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	J & N EXCAVATING LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	JONES DAY	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	KEETON SERVICES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	KELLY HART & HALLMAN LLP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	KEY ENERGY SERVICES INC			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	KNOX OIL FIELD SUPPLY INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	LEGACY MEASUREMENT SOLUTIONS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	LEVEL 3 COMMUNICATIONS LLC		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	LIGHTNING OILFIELD SERVICES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	LONE STAR HYDROSTATIC LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	LOTUS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MARTIN DECKER TOTCO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MATHENA INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MATHESON TRI GAS INC		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MELLINA & LARSON	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MOBILE THRONES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	MONAHANS NIPPLE	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NATIONAL INSPECTION SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NEOPOST INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NEURALOG	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NEW TECH GLOBAL VENTURES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NOMAC DRILLING LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	NOV TUBOSCOPE	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	OLSSON ASSOCIATES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	OPIS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PATRIOT COMPRESSOR PARTS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PCS FERGUSON INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PEAK OILFIELD SERVICES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PELTON COMPUTER ENTERPRISES INC	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PINNERGY LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PRADON CONSTRUCTION & TRUCKING LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PRECISION ENERGY SERVICES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	PROGRESSIVE WASTE SOLUTIONS OF TX, INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	R & R BOTTLED WATER CO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ROCKWATER SOUTH TEXAS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	ROTO VERSAL COMPRESSION SERVICES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SAUL RODRIQUEZ WELDING AND TRUCKING LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SCHLUMBERGER TECHNOLOGY CORP	Connection Check Pending		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SES HOLDINGS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SHAREHOLDER.COM	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SHI INTERNATIONAL CORP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SIMPSON THACHER & BARTLETT LLP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SLATER CONTROLS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SNI FINANCIAL	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	STABIL DRILL	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	SUMMIT INTERNATIONAL TRADING CO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TECH PLAN INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TEXAS EQUIPMENT RENTAL LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TEXAS EXCAVATION SAFETY SYSTEM INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TEXS OUTDOOR SERVICES, LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	THOMAS DARDEN	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	THOMAS RUBBER STAMP CO INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	THOMSON REUTERS (MARKETS) LLC			x
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TRUNKLINE GAS COMPANY LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	TRUPOINT WELL SERVICES LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	V Z ENVIRONMENTAL	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	VERSACOR ENTERPRISES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WEATHERFORD ARTIFICIAL LIFT SYSTEMS INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WEATHERFORD LABORATORIES INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WEATHERFORD US LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WEATHERFORD US LP GEMECO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WESTERN MARKETING INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtor's accounts payable system)	WESTERN WELDING INC	x		

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	3L ENERGY LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	AGAVE PETROLEUM LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ARP BARNETT LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BLACK MOUNTAIN EXPLORATIO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BOGGUS MOTOR COMPANY	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BOGGUS MOTOR SALES II LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BOGGUS MOTOR SALES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BREITBURN OPERATING LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BRENT LEE	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BS HORAK TR	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	BURNETT OIL COMPANY	Connection Check Pending		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	CHESAPEAKE EXPLORATION LP			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	CORTEZ RESOURCES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	CRESTWOOD MIDSTREAM PARTN			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	CUTHBERTSON OIL & GAS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	DEVON ENERGY PRODUCTION C			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	DTE GAS RESOURCES INC		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	EAGLE DEVELOPMENT CORP			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENERVEST ENERGY INSTITUTI	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENI PETROLEUM US LLC 7			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENI PETROLEUM US LLC AMI			x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENI PETROLUEM US LLC ESCR		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENI US OPERATING CO INC -			x

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Category	Party Name*	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ENVIRONMENTAL ALTERNATIVE	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	EV PROPERTIES LP		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	FIP ENERGY B LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	FOUR SEVENS OIL CO LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	FRANK BOGGUS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	HILLWOOD OIL & GAS LP -		x	x
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	HOB0 INVESTMENT CORP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	JAMES L YOUNGBLOOD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	J-W OPERATING COMPANY	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	KFN NR MINERAL HOLDINGS L	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	KKR NR I MINERAL HOLDINGS	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	KKR NR I-A MINERAL HOLDIN	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	LEGACY RESERVES OPERATING	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	LEGEND NATURAL GAS IV LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	LINDA THOMPSON GORDON	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	LITTLE HOSS PRODUCTION CO	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	LYNN AYRES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	MCG DRILLING & COMPLETION	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	MERCURY EXPLORATION COMPA	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	MODANO OIL & GAS LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	NOEL FAMILY LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	PREMIER NATURAL RESOURCES	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	RICHARD LEE CLAMPITT	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	ROBERT BOGGUS	x		

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Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	RON INVESTMENTS LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	SEMA CONSTRUCTION INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	SILVER LAKE INDUSTRIES IN	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	STRONG OIL & GAS LTD	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	SUNTERRA OIL & GAS LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	TEJAS WESTERN MINERALS LT	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	TG BARNETT RESOURCES LP	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	TOTAL E & P USA INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	TSC OIL & GAS INC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	VANTAGE FORT WORTH ENERGY	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	WPM MINERALS LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	XNP RESOURCES LLC	x		
Other Significant Parties-in-Interest (Parties appearing in the Debtors' Accounts Receivable System)	XTO ENERGY INC	Connection Check Pending		

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EXHIBIT C

Litigation

1. Citigroup Global Markets, Inc., Citigroup Inc. are co-defendants with, among others, E&Y LLP in litigation matters pending in the United States District Court for the Southern District of New York (Case Nos. 09-2363, 09-1946, 1:12-cv-07948).
2. Bank of America: is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case No. 09-2363).
3. Credit Suisse Securities (USA) LLC is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States Court of Appeals for the First Circuit (Case No. 15-1193).
4. JP Morgan Chase is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case No. 09-2363).
5. Morgan Stanley Dean Witter and Company, Morgan Stanley & Co. are co-defendants with, among others, E&Y LLP in litigation matters pending in the United States District Court for the Southern District of New York (Case Nos. 09-2363, 1:12-cv-07948); the Appellate Court of Illinois First Judicial District (Case No. 02-CH 16854); and the United States Court of Appeals for the First Circuit (Case No. 15-1193).
6. Oppenheimer Acquisition Corporation and Oppenheimer Acquisition Corporation are co-defendants with, among others, E&Y LLP in a litigation matter pending in the Supreme Court of the State of Washington (Case No. 89303-9).
7. RBC Capital Markets Corporation f/k/a RBC Dain Rauscher Inc. are co-defendants with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case No. 09-2363).
8. BNY Mellon Capital Markets LLC f/k/a Mellon Financial Markets LLC are co-defendant with, among others, E&Y LLP in litigation matters pending in the United States District Court for the Southern District of New York (Case Nos. No. 09-2363, 09-1946).
9. BBVA Compass and BBVA Securities are co-defendants with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case No. 09-2363).
10. Deutsche Bank AG and Deutsche Asset Management (DAM) are co-defendants with, among others, E&Y LLP in litigation matters pending in the Republic of the Philippines Regional Trial Court National Capital Judicial Region City of Makati Branch 150 (Case No. 05-692); and the United States District Court for the Southern District of New York (Case No. 1:12-cv-07948).

11. Merrill Lynch Pierce Fenner & Smith is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case. No. 09-2363).
12. Goldman Sachs is a co-defendant with, among others, E&Y LLP in litigation matters pending in the United States District Court for the Southern District of New York (Case No. 1:12-cv-07948); and the United States Court of Appeals for the First Circuit (Case No: 15-1193).
13. HSBC is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States District Court for the Southern District of New York (Case No. 1:12-cv-07948).
14. Greenwich Capital Markets Inc., aka RBS Greenwich Capital are co-defendants with, among others, E&Y LLP in a litigation matter pending in the United States District Court Southern for the District of New York (Case No. 09-2363).
15. State Street Bank and Trust Company is a co-defendant with, among others, E&Y LLP in a litigation matter pending in the United States Court of Appeals for the First Circuit (Case No: 15-1193).
16. UBS Financial Services Inc. is a co-defendant with, among others, E&Y LLP in litigation matters pending in the United States Court of Appeals for the First Circuit (Case No: 15-1193); and the United States District Court for the Southern District of New York (Case No. 09-2363).
17. Wells Fargo is a co-defendant with, among others, E&Y LLP in litigation matters pending in the United States District Court for the Southern District of New York (Case Nos. 09-2363. 09-1946).