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PROPOSED COUNSEL TO THE DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
COLORADO 2002B LIMITED	§	Case No. 16-33743-BJH-11
PARTNERSHIP,	§	
	§	
Debtor.	§	
<hr/>		
In re:	§	Chapter 11
	§	
COLORADO 2002C LIMITED	§	Case No. 16-33744-SGJ-11
PARTNERSHIP,	§	
	§	(Request for Joint Administration Pending
Debtor.	§	in Case Number 16-33743-BJH-11)

**DEBTORS’ APPLICATION PURSUANT TO 28 U.S.C. § 156(c) FOR
ORDER (I) AUTHORIZING THE EMPLOYMENT AND
RETENTION OF BMC GROUP, INC. AS NOTICING, SOLICITATION AND
TABULATION AGENT AND (II) APPOINTING BMC GROUP, INC. AS
AGENT OF THE BANKRUPTCY COURT**

Colorado 2002B Limited Partnership and Colorado 2002C Limited Partnership
(collectively, the “Debtors”) for their Application Pursuant to 28 U.S.C. § 156(c) for Order (i)
Authorizing the Employment and Retention of BMC Group, Inc., as Noticing, Solicitation and

Tabulation Agent and (ii) Appointing BMC Group, Inc. as Agent of the Bankruptcy Court (the “Application”), respectfully represent:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§157 and 1334.

This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

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

INTRODUCTION

3. On September 24, 2016 (the “Petition Date”), each of the Debtors filed with this Court a petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

RELIEF REQUESTED

4. By this Application, the Debtors respectfully seek entry of an Order (i) authorizing the Debtors to employ BMC as noticing, solicitation and tabulation agent in connection with the Debtors’ chapter 11 cases pursuant to the terms and conditions of the Agreement for Services dated as of September 26, 2016 (the “Services Agreement”), attached hereto as Exhibit “A,” and (ii) appointing BMC as this Court’s outside agent. Attached as Exhibit “B” hereto is the Declaration of Tinamarie Feil in Support of the Application (the “Feil Declaration”).

ARGUMENT AND AUTHORITY

A. The Employment and Retention of BMC Is Warranted

5. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than those of the Clerk of the Bankruptcy Court (the “Clerk’s Office”) for the administration of bankruptcy cases.

Section 156(c) provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

6. The Debtors have over 800 limited partnership unit holders to whom certain notices must be sent during the course of these proceedings. Moreover, the plan solicitation process will involve the delivery of a plan, disclosure statement, and related ballots and solicitation materials to interested parties. The Debtors respectfully submit that the large volume of notices and documents to be mailed in connection with this case, together with the need to manage and tabulate information and ballots, would be unduly time consuming and burdensome for the Debtors and the Clerk's Office.

7. The Debtors believe that the retention of BMC as the Court's outside agent to manage the Debtors' general noticing, plan solicitation and tabulation process is in the best interests of the Debtors' estates and parties in interest. As set forth more fully in the Feil Declaration, BMC has substantial experience and expertise in the matters upon which it is to be engaged. BMC is one of the country's leading chapter 11 administrators with vast experience in noticing, claims processing, administration and reconciliation, balloting, tabulation and distributions. BMC specializes in noticing, claims agent and balloting services, and has a proprietary claims management system in which claims are effectively managed for the Clerk's Office.

8. BMC has provided noticing, claims and solicitation agent services in chapter 11 cases of this size and complexity in this and other jurisdictions, including, among other cases: *Quantum Foods, LLC*, Case No. 14-10318 (Bankr. D. Del. Feb. 18, 2014); *St. Francis Hospital, Poughkeepsie, New York*, Case No. 13-37725 (Bankr. S.D.N.Y. Dec. 17, 2013); *Velti Inc.*, Case No. 13-12878 (Bankr. D. Del. Nov. 4, 2013); *Laboratory Partners, Inc.*, Case No. 13-12769 (Bankr. D. Del. Oct. 25, 2013); *In re Eastern 1996D Limited Partnership, et al.*, Case No. 13-34773-HDH-11 (Bankr. ND Tex., Sept. 16, 2013); *FiberTower Network Servs. Corp., et al.*, Case No. 12-44027-DML-11 (Bankr. N.D. Tex. Aug. 20, 2012); *Cano Petroleum, Inc., et al.*, Case No. 12-31549-BJH (Bankr. N.D. Tex. Mar. 7, 2012).

9. The Debtors have selected BMC as their solicitation and tabulation agent because of the firm's experience in serving in chapter 11 cases of this size and the reasonableness of its fees. By appointing BMC as the Debtors' solicitation and tabulation agent in these chapter 11 cases, parties in interest will benefit from BMC's significant experience and the efficient and cost-effective methods that it has developed.

B. The Scope of BMC's Services

10. Subject to Court approval, BMC has agreed, pursuant to the Services Agreement, to provide, at the Debtors' request, the following services, among others, in these chapter 11 cases:

- (1) assist with the solicitation of the Debtors' plan, disclosure statement and related documents and tabulate ballots for purposes of plan voting and provide voting reports and file a declaration certifying the tabulation results;
- (2) prepare and maintain an informational website and provide call center support;
- (3) prepare and serve notices required in the bankruptcy cases related to confirmation, or as may be requested by the Debtors;
- (4) maintain an up-to-date mailing list for all unit holders and all entities who have filed proofs of claim or interest and/or requests for notices in the bankruptcy cases;

- (5) provide other technical and document management services of a similar nature requested by the Debtors or the Clerk's Office;
- (6) facilitate or perform distributions; and
- (7) prepare and serve any notices required in the bankruptcy cases.

C. BMC's Compensation

11. The Debtors request approval to compensate and reimburse BMC in accordance with the terms set forth in the Services Agreement for all services rendered and expenses incurred by BMC as the Debtors' noticing, solicitation and tabulation agent in connection with these cases. The rates at which the Debtors have agreed to retain BMC are set forth in section III of the Services Agreement. The Debtors believe that BMC's proposed rates are reasonable and appropriate for services of this nature and comparable to those charged by other providers of similar services.

12. The Debtors request that BMC's fees and expenses incurred in the performance of the above services be treated as an administrative expense of the Debtors' chapter 11 estates and the Debtors propose that the cost of BMC's services be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code. In an effort to reduce the administrative expenses relating to BMC's retention, the Debtors seek authorization to pay BMC's fees and expenses in the ordinary course of business without further application to the Court.

13. The Debtors request that BMC's liability be limited pursuant to the limitations of liability and indemnifications provisions of the Services Agreement. BMC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

D. BMC's Disinterestedness

14. The Debtors are advised that, except as set forth in the Feil Declaration, BMC has not represented and has no relationship with: (i) the Debtors; (ii) their creditors or equity security holders; (iii) any other parties in interest in this case; (iv) the respective attorneys and accountants of any of the foregoing; or (v) the U.S. Trustee or any person employed in the Office of the U.S. Trustee, in any matter relating to these cases.

15. Except as set forth in the Feil Declaration, BMC believes it: (a) neither holds nor represents any interest adverse to the Debtors or the Debtors' estates on matters for which it is to be retained; (b) has no prior connection with the Debtors, their creditors or any other party in interest; and (c) is a "disinterested person" as such term is defined in section 101(14), as modified in section 1107(b), of the Bankruptcy Code.

16. BMC will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or relationships are discovered, BMC will supplement its disclosure to the Court.

17. Because the noticing, solicitation and tabulation services are necessary, the Debtors believe that employment and retention of BMC for the services set forth herein and in the Services Agreement is appropriate and in the best interests of the Debtors' estates. The Debtors, therefore, request authority to employ and retain BMC on the terms and conditions set forth herein and in the Services Agreement.

NOTICE

18. Notice of this Motion has been provided to the office of the United States Trustee for the Northern District of Texas and certain other parties appearing on the limited service list

maintained in these cases. The Debtors respectfully submit that no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that this Court enter an Order (i) granting the Application and (ii) granting such other and further relief as may be just and proper.

Respectfully submitted this 6th day of October, 2016.

GRAY REED & McGRAW, P.C.

By: /s/ Jason S. Brookner

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

Jason M. Brown

Texas Bar No. 24087220

1601 Elm Street, Suite 4600

Dallas, Texas 75201

Telephone: (214) 954-4135

Facsimile: (214) 953-1332

Email: jbrookner@grayreed.com

lwebb@grayreed.com

jbrown@grayreed.com

PROPOSED COUNSEL TO THE DEBTORS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 6th day of October, 2016, he caused a true and correct copy of the foregoing document to be served on the parties appearing on the attached Limited Service List via first class United States mail, postage prepaid and, where possible, via electronic mail.

/s/ Jason S. Brookner

Jason S. Brookner

Limited Service List

Atropos, Inc.
Attn: Karen Nicolaou
569 Trianon
Houston, TX 77024

Securities and Exchange Commission
Attn: Sonia Chae
175 W. Jackson Blvd.
Suite 900
Chicago, IL 60604

PDC Energy, Inc.
Attn: Daniel W. Amidon, GC
1775 Sherman St.
Suite 3000
Denver, CO 80203

Gray Reed & McGraw, P.C.
Attn: Jason S. Brookner
1601 Elm Street, Suite 4600
Dallas, TX 75201

Andrews Kurth LLP
Attn: Robin Russell
600 Travis, Suite 4200
Houston, TX 77002

Office of the United States Trustee,
Northern District of Texas
Attn: Nancy Resnick
1100 Commerce St., Room 976
Dallas, TX 75242

Internal Revenue Service
Special Procedures-Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

EXHIBIT "A"

Services Agreement

AGREEMENT FOR SERVICES

This Agreement dated as of September 26, 2016, is entered between Colorado 2002B Limited Partnership and Colorado 2002C Limited Partnership, (collectively, the "Customers") and BMC Group, Inc. ("BMC"). The services rendered by BMC pursuant to this Agreement will commence on the date first set forth above and will continue until the Agreement is terminated as set forth below.

TERMS AND CONDITIONS

I. SERVICES

In accordance with the terms and conditions contained in this Agreement and in the Fee Schedule annexed hereto, BMC agrees to provide upon request one or more of the services as follows:

A. At Customers' or Counsel's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC will:

(1) assist with the solicitation of one or more Chapter 11 Plans, Disclosure Statements and related documents and tabulate ballots for purposes of plan voting and provide voting reports and file a declaration certifying the tabulation results;

(2) Prepare and maintain an informational website and provide call center support.

(3) BMC represents in good faith that its blended professional fee rate will not exceed \$125.00 per month for services related to items (1) and (2) above provided the bidding assumptions do not materially change.

B. At Customers' or Counsel's or the Clerk's Office's direction, as the case may be, and in accordance with any court orders or rules in the bankruptcy case(s) (including any court order authorizing BMC's engagement), BMC may provide the additional following services:

(1) prepare and serve those notices required in the bankruptcy cases related to confirmation or as may be requested by the Debtors;

(2) maintain an up-to-date mailing list for all unit holders and all entities who have filed proofs of claim and/or requests for notices in the bankruptcy cases;

(3) assist with the production of reports, exhibits and schedules of information or use by the Customers, Counsel or to be delivered the Court, the Clerk's Office, the U.S. Trustee or third parties;

(4) provide other technical and document management services of a similar nature requested by Customers or the Clerk's office; and

(5) facilitate or perform distributions;

(6) prepare and serve any notices required in the bankruptcy cases.

II. TECHNOLOGY SUPPORT

BMC agrees to provide computer software support and to educate and train Customers in the use of the support software, provide BMC's standard reports as well as consulting and programming support for Customers requested reports, program modifications, database modification, and/or other features.

III. PRICES, CHARGES AND PAYMENT

A. BMC agrees to charge, and Customers agree to pay, BMC's standard prices for its services, expenses and supplies at the rates or prices in accordance with the fee schedule

annexed hereto adjusted as follows: BMC will reduce its maximum per page printing cost to \$.07/page (volume discounts will continue to apply). BMC will charge a maximum of \$2.00 per CD. BMC will waive all fees and expenses related to the website for a period of three months.

- B. BMC shall be provided with an advance payment retainer of \$ N/A. BMC will be compensated at its stated rates for services rendered and reimbursed for expenses necessarily incurred. The retainer shall be applied first to pre-petition invoices then to any post-petition invoices.
- C. Wire transfer information for the transmission of payments is as follows:

Bank Name -	Bridge Bank, N.A.
ABA/Routing # -	121143260
Account Name -	BMC Group, Inc.
Account # -	0102705027
- D. BMC raises its rates from time to time and generally does so each January.
- E. Customers agree to pay BMC for any necessarily incurred out-of-pocket reasonable expenses for transportation, lodging, meals and related items.
- F. In connection with noticing services, upon BMC's request, Customers agree to prepay BMC estimated postage amounts with respect to each notice or shall authorize BMC to cause the courier's charges (such as UPS or FedEx) to be stated to Customers' own account with such courier.
- G. BMC agrees to invoice Customers for fees and expenses and Customers agree that the amount invoiced is due and payable upon its receipt of the invoice. In the case of a dispute in the invoice amount, notice shall be given to BMC within twenty (20) days of receipt of the invoice by Customers. Interest shall not accrue on any amounts in dispute. The balance of the invoice amount is due and payable in the normal course.
- H. BMC will look only to the Customers for payment of invoices and in no event shall Counsel be liable for any of BMC's invoices in connections with this Services Agreement.

IV. WARRANTY

The BMC warranty under the Agreement shall be limited to the re-running, at its expense, of any inaccurate reports, provided that such inaccuracies were caused solely as a result of BMC performance hereunder and provided further that BMC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to BMC within the prescribed time limit Customers are liable for all charges. Customers agree that the foregoing constitutes the exclusive remedy available with respect to inaccurate reports.

V. RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other similar proprietary materials furnished by BMC pursuant to this Agreement and/or developed during the course of this Agreement by BMC are the sole property of BMC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. Customers agree not to copy or permit others to copy for unauthorized use the source code from the support software or any other programs or similar proprietary materials furnished pursuant to this Agreement.

- B. Customers further agree that any ideas, concepts, know-how or techniques relating to data processing or BMC's performance of its services developed during the course of its Agreement by BMC shall be exclusive property of BMC.
- C. Upon Customers' request at any time or times while this Agreement is in effect, BMC shall immediately deliver to Customers at Customers' sole expense, any or all of the non-proprietary data, information and records held or controlled by BMC pursuant to this Agreement, in the form requested by Customers. Any information, data and records, in whatever form existing, whether provided to BMC by Customers or developed by BMC for Customers under this Agreement, may be retained by BMC until all amounts due under this Agreement are paid in full, it being understood that neither party asserts rights of ownership in the official claims register or materials filed with BMC as an agent of the court.
- D. Customers shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BMC. BMC shall dispose of the data and media in the manner requested by Customers. Customers agree to pay BMC for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customers thirty (30) days advance notice, BMC reserves the right to dispose of data or media maintained by BMC for Customers if Customers have not utilized the services provided herein for a period of at least ninety (90) days or if Customers have not paid all charges due to BMC.

VI. NON-SOLICITATION

Customers agree that they shall not, directly or indirectly, solicit for employment, employ or otherwise retain staff of BMC during the term of this Agreement, nor for a period of twelve (12) months after termination of this Agreement unless mutually agreed upon by both parties.

VII. CONFIDENTIALITY

- A. BMC agrees to, and shall cause its servants, agents, employees, licensees, and subcontractors to, safeguard and keep confidential all data, records, information and communications of any sort or form, regardless of whether written, oral, visual or otherwise recorded or transmitted, with respect to Customers, but excluding such data, records, information and communications that exist in the public domain by reason other than a breach of BMC's obligations under this Section VII "Confidentiality" (the "Confidential Information"). BMC will use the Confidential Information only for the benefit of Customers in connection with the provision of services under this Agreement. Customers agree to, and will cause its servants, agents, employees, licensees, and subcontractors to, keep all information with respect to BMC's system, procedures and software confidential; provided, however, that if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five business days' written notice to the other party, release the required information. The obligations set forth in this paragraph shall survive termination of this Agreement.

VIII. TERMINATION

- A. This Agreement shall remain in force until terminated by Customers, or, by BMC upon thirty (30) days' prior written notice to the other party.

- B. In the event that this contract is terminated, regardless of the reason for such termination, BMC shall cooperate with Customers to orderly transfer to Customers or their designee (or destroy, at Customers' direction) data, records and information in its possession or control and to effect an orderly transition of record-keeping functions. BMC shall provide all necessary staff, services and assistance required for an orderly transfer and transition. Customers agree to pay for such services in accordance with BMC's then existing prices for such services.

IX. SYSTEM IMPROVEMENTS

BMC's policy is to provide continuous improvements in the quality of service to the Customers. BMC, therefore, reserves the right to make changes in operations procedures, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the BMC data center serving the Customers.

X. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Except with respect to breaches under Section VII "Confidentiality" above, Customers shall indemnify and hold BMC, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken or permitted by BMC in good faith with due care and without negligence in reliance upon instructions or orders received from Customers as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section VII "Confidentiality" above, BMC shall be without liability to Customers with respect to any performance or non-performance, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to breaches under Section VII "Confidentiality" above, in no event shall liability to Customers for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customers for the portion of the particular work which gave rise to the loss or damage. Except with respect to breaches under Section VII "Confidentiality", in no event shall BMC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

NOTICES

All notices in connection with this Agreement shall be given or made upon the respective parties in writing by facsimile or overnight courier and shall be deemed as given, if by facsimile, on the business day immediately following confirmed transmission, or if by courier, on the day it is delivered by such courier to the appropriate address set forth below:

<p>BMC Group, Inc. Attn: Tinamarie Feil 600 1st Avenue Suite 325 Seattle, WA 98104</p> <p>E-Mail: tfeil@bmcgroup.com Tel: 206.516.3300 Fax: 206.516.3304</p>	<p>Colorado 2002B Limited Partnership Colorado 2002C Limited Partnership Attn: Jason S. Brookner Gray Reed & McGraw P.C. 1601 Elm Street, Suite 4600 Dallas, Texas 75201</p> <p>Email: jbrookner@grayreed.com Tel: (214) 954-4135 Fax: (214) 953-1332</p>
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Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XI. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Washington and may be modified only by a written instrument duly executed by an authorized representative of Customers and an officer of BMC.

XII. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered by written instrument duly executed by both parties. Customers represent that they have the authority to enter into this Agreement, may be subject to bankruptcy court approval, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. In the event of any conflict between a term of this Agreement and any order of the court exercising jurisdiction over the Customers' bankruptcy cases, the term of the order shall govern.

XIV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned by BMC to a wholly owned subsidiary of BMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BMC Group, Inc. By: <u><i>Tinamarie Feil</i></u> Name: Tinamarie Feil Title: President, Client Services Date: September 26, 2016	Gray, Reed & McGraw By: <u><i>Lydia Webb</i></u> Name: Lydia Webb Title: Counsel to: Colorado 2002B Limited Partnership and Colorado 2002C Limited Partnership Date: <u><i>October 6</i></u> , 2016
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EXHIBIT "B"

Feil Declaration

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
COLORADO 2002B LIMITED PARTNERSHIP,	§	Case No. 16-33743-BJH-11
	§	
Debtor.	§	
<hr style="border: 0.5px solid black;"/>		
In re:	§	Chapter 11
	§	
COLORADO 2002C LIMITED PARTNERSHIP,	§	Case No. 16-33744-SGJ-11
	§	
Debtor.	§	(Request for Joint Administration Pending in Case Number 16-33743-BJH-11)

**DECLARATION OF TINAMARIE FEIL IN SUPPORT OF DEBTORS’
APPLICATION PURSUANT TO 28 U.S.C. § 156(c) FOR ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF BMC GROUP, INC.
AS NOTICING, SOLICITATION AND TABULATION AGENT AND (II)
APPOINTING BMC GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

TINAMARIE FEIL declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the President of Client Services at BMC Group, Inc. (“BMC”), whose corporate office is located at 600 1st Avenue, Suite 300, Seattle, WA 98104. I submit this Declaration in support of the Application of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an Order Pursuant to 28 U.S.C. § 156(c) (i) Authorizing the Employment and Retention of BMC as Noticing, Solicitation and Tabulation Agent and (ii) Appointing BMC as Agent of the Bankruptcy Court (the “Application”).¹ The matters set forth herein are made of my own personal knowledge, except as otherwise noted.

¹ Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Application.

2. Subject to this Court's approval, the Debtors have employed BMC to provide services pursuant to the terms set forth in the agreement for services (the "Services Agreement") attached to the Application as Exhibit "A." BMC is well qualified to provide the Debtors with experienced services as solicitation and tabulation agent in connection with these chapter 11 cases. BMC specializes in providing comprehensive consulting, data processing and information management services to chapter 11 debtors in order to streamline and manage the administrative burdens imposed upon debtors in chapter 11 cases. Such services include, but are not limited to, acting as noticing agent, handling the administration, reconciliation and negotiation of claims, acting as a balloting and solicitation agent in connection with plan(s) of reorganization as well as administering distributions.

3. BMC has provided substantially similar services to other chapter 11 debtors in this and other judicial districts including: *Quantum Foods, LLC*, Case No. 14-10318 (Bankr. D. Del. Feb. 18, 2014); *St. Francis Hospital, Poughkeepsie, New York*, Case No. 13-37725 (Bankr. S.D.N.Y. Dec. 17, 2013); *Velti Inc.*, Case No. 13-12878 (Bankr. D. Del. Nov. 4, 2013); *Laboratory Partners, Inc.*, Case No. 13-12769 (Bankr. D. Del. Oct. 25, 2013); *In re Eastern 1996D Limited Partnership, et al.*, Case No. 13-34773-HDH-11 (Bankr. ND Tex., Sept. 16, 2013); *FiberTower Network Servs. Corp., et al.*, Case No. 12-44027-DML-11 (Bankr. N.D. Tex. Aug. 20, 2012); *Cano Petroleum, Inc, et al.*, Case No. 12-31549-BJH (Bankr. N.D. Tex. Mar. 7, 2012). Accordingly, I believe that BMC is well- qualified to act as the Debtors' claims and noticing agent in these cases.

4. As compensation for its services, BMC will charge the rates set forth in the Services Agreement. The compensation arrangement provided for therein is consistent with, and typical of, arrangements entered into by BMC with respect to rendering similar services for other clients such as the Debtors.

5. To the best of my knowledge, (i) BMC is a “disinterested person” as that term is defined in section 101(14) of title 11 of the Bankruptcy Code and (ii) neither BMC nor any employee thereof has any connection with or represents interests adverse to the Debtors or their estates with respect to the matters upon which BMC is to be engaged.

6. BMC served as the noticing, solicitation and tabulation agent in the bankruptcy cases of twelve (12) similarly situated and related partnerships in the bankruptcy case styled *In re Eastern 1996D Limited Partnership, et al.*, Case No. 13-34773-HDH-11 (Bankr. N.D. Tex.). To the best of my knowledge, this service does not affect BMC’s disinterestedness and does not present a conflict that would interfere with BMC’s full and disinterested performance of the duties described in the Services Agreement.

7. Moreover, BMC may have in the past performed, and will likely in the future perform, services for other professionals, creditors or equity security holders of the Debtors in matters unrelated to these cases. BMC discloses that it has in the past been engaged in other cases where Gray Reed & McGraw, P.C. or Jason Brookner was counsel to the debtor or another party in interest, including the cases identified above.

8. If any facts or circumstances are discovered that would render any disclosure made herein inaccurate, BMC will supplement its disclosure to the Court.

9. There are no outstanding pre-petition amounts owed to BMC by the Debtors. As compensation for its services, BMC will charge the rates that are comparable to those charged by other providers of similar services and in accordance with the terms of the Services Agreement. These rates are at least as favorable as those charged by BMC to other chapter 11 debtors for similar services.

10. BMC will comply with all requests of the Clerk of the United States Bankruptcy Court for the Northern District of Texas, and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

11. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 6th day of October, 2016.

/s/ Tinamarie Feil
Tinamarie Feil, President, Client Services
BMC Group, Inc.

EXHIBIT "C"

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
COLORADO 2002B LIMITED PARTNERSHIP,	§	Case No. 16-33743-BJH-11
	§	
Debtor.	§	
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In re:	§	Chapter 11
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COLORADO 2002C LIMITED PARTNERSHIP,	§	Case No. 16-33744-SGJ-11
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Debtor.	§	(Request for Joint Administration Pending in Case Number 16-33743-BJH-11)

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SOLICITATION AND TABULATION AGENT AND (II) APPOINTING
BMC GROUP, INC. AS AGENT OF THE BANKRUPTCY COURT**

Upon the Application Pursuant to 28 U.S.C. § 156(c) for Order (i) Authorizing the Employment and Retention of BMC as Noticing, Solicitation and Tabulation Agent and (ii) Appointing BMC as Agent of the Bankruptcy Court (the "Application") filed by the above-

captioned debtors and debtors in possession (collectively, the “Debtors”);¹ and upon the Declaration of Tinamarie Feil in Support of the Application (the “Feil Declaration”); and it appearing that the employment of BMC is appropriate and would be in the best interests of the Debtors and their respective estates; and it appearing that this proceeding is a core proceeding; and it appearing that sufficient notice of the Application has been given and that no other or further notice need be provided; and the Court being satisfied that BMC is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED AS FOLLOWS:

1. The Application is hereby granted, to the extent provided herein.
2. The terms of the Services Agreement are hereby approved.
3. The Debtors are hereby authorized to retain and employ BMC under the terms set forth in the Services Agreement, dated as of September 26, 2016, to perform the solicitation, tabulation and other services described in the Application and the Services Agreement.
4. BMC is hereby appointed as agent for the Clerk’s Office and custodian of court records and, as such, is designated as the authorized repository for all ballots returned in connection with voting on a chapter 11 plan or plans in these cases and shall provide the Clerk’s Office with a certified duplicate thereof as directed by the Clerk’s Office.
5. The Debtors and BMC are authorized to perform their respective obligations set forth in the Services Agreement, and BMC is authorized to perform all related tasks to solicit a chapter 11 plan or plans, tabulate the votes thereon and serve and keep track of the various

¹ Capitalized terms used but not defined herein have the meanings set forth in the Application.

solicitation materials to be provided to parties in interest, all as more fully described in the Application and the Services Agreement.

6. BMC is authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order.

7. The Debtors are authorized to compensate BMC in accordance with the Services Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by BMC and the rates charged for each, and to reimburse BMC for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for BMC to file an application for compensation or reimbursement with the Court.

8. In the event BMC is unable to provide the services set forth in this Order or BMC's services are terminated, BMC will immediately notify the Clerk's Office and the Debtors' attorneys and will cause to have all original ballots and computer information turned over to another solicitation agent or the Clerk's Office with the advice and consent of the Clerk's Office and Debtors' attorneys; *provided, however*, that BMC shall be paid for such transition services in accordance with the terms of the Services Agreement.

9. This Court shall retain jurisdiction to resolve all matters arising out of the Services Agreement or this Order.

END OF ORDER