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**COUNSEL TO THE REORGANIZED
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 and COLORADO 2002C §
LIMITED PARTNERSHIP, § Jointly Administered
§
Debtors. §

**SUMMARY OF FIRST AND FINAL APPLICATION OF ATROPOS, INC. FOR
ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES**

- 1. Applicant: Atropos, Inc.
- 2. Application Period: September 24, 2016 through August 1, 2017
- 3. Date of Order Authorizing Employment: January 19, 2017 [Effective as of September 24, 2016]
- 4. Date Services Were Commenced by Applicant: September 24, 2016
- 5. Prior Fee Applications: N/A
- 6. Prior Fees Awarded: N/A
- 7. Prior Expenses Awarded: N/A
- 8. Date of Orders Awarding Prior Fees and Expenses: N/A

9. Amount of Retainer:	\$25,000.00
10. Total Fees Requested in This Final Application:	\$80,295.00 ¹
11. Total Expenses Requested in This Final Application:	\$3,386.89
12. Total Hours Expended:	77.9

¹ Consists of \$16,525.00 in hourly fees plus a \$63,770.00 Transaction Fee (as defined in the Application).

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**CERTIFICATION OF KAREN NICOLAOU ACCOMPANYING
FIRST AND FINAL APPLICATION OF ATROPOS, INC. FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Karen Nicolaou, principal of Atropos, Inc. (“Atropos”), applicant herein and Responsible Party to Colorado 2002B Limited Partnership, *et al.* (the “Debtors”), pursuant to the Guidelines for Compensation and Expense Reimbursement of Professionals in the Northern District of Texas (the “Fee Guidelines”), hereby certifies as follows:

1. I have reviewed the First and Final Application (the “Application”) of Atropos, Inc. for Allowance of Compensation and Reimbursement of Expenses, and to the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought by Atropos in the Application are in conformity with the Fee Guidelines and the United

States Trustee's Guidelines for Reviewing Applications for Compensation (reprinted at 28 C.F.R. Part 58, Appendix A) (the "UST Guidelines").

2. The fees and disbursements sought by Atropos in the Application are not prohibited by the Fee Guidelines or the UST Guidelines, and are billed at rates and in accordance with the practices no less favorable than those customarily employed by Atropos and generally accepted by Atropos's non-bankruptcy clients.

3. In providing a reimbursable service, Atropos does not make a profit on such service whether the service is performed by Atropos in-house or through a third party.

4. The Debtors and the United States Trustee have been provided with a copy of this Application, and notice of this Application has been provided in accordance with the Court's Order Pursuant to Sections 102 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002(m) and 9007 Establishing Notice Procedures [Docket No. 24] (the "Notice Procedures Order").

Respectfully submitted this 31st day of August, 2017.

ATROPOS, INC.

By: /s/ Karen Nicolaou
Karen Nicolaou
Principal, Atropos, Inc.
569 Trianon
Houston, TX 77024

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**FIRST AND FINAL APPLICATION OF ATROPOS, INC. FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

**NO HEARING WILL BE CONDUCTED HEREON UNLESS A
WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE
UNITED STATES BANKRUPTCY COURT AT EARLE CABELL
FEDERAL BUILDING, 1100 COMMERCE ST., RM. 1254, DALLAS,
TX 75242-1496 BEFORE CLOSE OF BUSINESS ON SEPTEMBER 25,
2017, WHICH IS AT LEAST 24 DAYS FROM THE DATE OF
SERVICE HEREOF.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE
CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR
THE MOVING PARTY PRIOR TO THE DATE AND TIME SET
FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE
HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.**

**IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY
REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO
BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER
GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION**

MAY BE TAKEN.

Atropos, Inc. ("Atropos" or "Applicant"), the Responsible Party for Colorado 2002B Limited Partnership, *et al.*, the above-captioned debtors and debtors in possession (collectively, the "Debtors"), pursuant to section 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules") and the Guidelines for Compensation and Reimbursement of Professionals in Chapter 11 Cases (Appendix F to the Local Rules), hereby files its First and Final Application (the "Application") for Allowance of Compensation and Reimbursement of Expenses (the "Application Period"). By this Application, Atropos seeks (i) final approval of \$16,525.00 in hourly fees and reimbursement of \$3,386.89 in expenses incurred from September 24, 2016 to August 1, 2017 (the "Application Period"); (ii) a Transaction Fee (as defined herein) in the amount of \$63,770.00; and (iii) final approval to draw on the Retainer (as hereinafter defined) and apply same to the allowed fees and expenses.

INTRODUCTION

1. 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. During the chapter 11 cases, the Debtors operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On October 17, 2016, the Debtors filed their application to retain Atropos as Responsible Party, effective as of the Petition Date. See Docket No. 32, as amended by Docket No. 55. Atropos's retention was approved by Order dated January 19, 2017. See Docket No. 78.

3. As set forth in Atropos's engagement letter (attached as Exhibit "A" to the Atropos retention application, the "Engagement Letter"), in addition to hourly billing for its services, Atropos is entitled to the following additional compensation (the "Transaction Fee"):

Upon completion of any sale of the [Debtors'] assets and any other transaction that results in cash being distributed to the limited partners of the partnership (each such occurrence, a "Transaction"), Atropos shall be entitled to additional compensation from the proceeds of any such Transaction as follows: (i) 3% of the first \$1,000,000.00 in net proceeds received by such [Debtors] from any such Transaction; and (ii) 2% of any additional net proceeds greater than \$1,000,000.00 received by the [Debtors] from any such Transaction.

4. On May 23, 2017, the Court entered an Order [Docket No. 129] confirming the Debtors' Joint Chapter 11 Plan [Docket No. 103] (the "Plan"). The Plan became effective on August 1, 2017 [Docket No. 140]. The Plan memorialized a Transaction wherein (i) \$1,538,500.00 was to be distributed to the Debtors' limited partners and (ii) approximately \$1,150,000.00 in P&A liability (as defined herein) was to be assumed by the Debtors' managing general partner.

5. Atropos respectfully submits that, based on its actions taken on behalf of the Debtors, the results achieved in these cases, and the descriptions of the services provided in the contemporaneous time records maintained by Atropos which are attached hereto, the services performed and amounts charged by Atropos are reasonable, appropriate, and provided a material and tangible benefit to the Debtors and their respective estates. In addition, Atropos submits that its services warrant payment of the Transaction Fee. Atropos respectfully requests that this Application be granted as set forth herein.

JURISDICTION

6. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§157 and 1334. Consideration of this Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

7. The Debtors were publicly subscribed West Virginia limited partnerships which owned undivided working interests in oil wells. The Debtors were organized and began operations with cash contributed by limited and additional general partners (collectively, the “Investor Partners”) and the managing general partner. These Investor Partners own approximately 72% of each respective Debtors’ capital, or equity interests. PDC Energy, Inc., a Nevada corporation (“PDC,” collectively with the Investor Partners, the “Partners”) owns the remaining approximately 28% of each respective Debtors’ capital or equity interests, and is the managing general partner of each of the Debtors. In the aggregate, the Debtors have over 800 limited partnership unit holders.

8. The primary business of the Debtors was the operation and development of properties producing oil, gas, and natural gas liquids, and the appropriate allocation of cash proceeds, costs, and tax benefits among the Partners. In the aggregate, the Debtors had 23 wells that were near the end of their useful lives – 2002B had 11 wells and 2002C had 12 wells. PDC served as operator for each of these wells.

9. Given the decline in production and the lack of distributions to Partners, and after reviewing their options for disposing of their assets and securing payment of the plugging and abandonment liability associated with each well (“P&A liability”) (which PDC, as managing general partner, typically accounts for at approximately \$50,000.00 per well),² the Debtors and PDC began discussions for an overall transaction that would ultimately become the basis for the Plan. As part of this transaction, the Debtors sought relief under chapter 11 of the Bankruptcy Code to efficiently wind down their businesses and make a final distribution to the Partners.

² See Disclosure Statement for Debtors’ Joint Chapter 11 Plan [Docket No. 104] at p. 12.

10. On February 21, 2017, the Debtors filed their Plan and Disclosure Statement, Docket Nos. 87 and 88, respectively. The Plan provided for, among other things:

- (a) sale of the Debtors' wells for \$38,500.00 and the subsequent liquidation of the Debtors by distributing all cash held or to be received by the Debtors to each Debtor's creditors and Partners;
- (b) assumption by PDC all liabilities associated with the Debtors' wells, including the P&A liability. By PDC's own calculation, the outstanding P&A liability on the Debtors' wells was \$1,150,000.00 (23 wells at \$50,000 in P&A liability per well);
- (c) settlement of potential causes of action against PDC, whereby PDC paid the Debtors \$1,500,000.00 for a general release of any causes of action of the limited partners, with the ability of Investor Partners to opt-out of the release; and
- (d) creation of a \$350,000.00 Administrative Reserve, funded by PDC, to pay (i) Allowed Administrative Expense Claims (as defined in the Plan) against the Debtors, and (ii) the post-effective date costs and expenses of winding down the Debtors' estates, up to \$25,000.

11. The Plan and Disclosure Statement were both amended on March 31, 2017, Docket Nos. 103 and 104, respectively.

12. The Court approved the Disclosure Statement for the Plan on March 31, 2017, along with certain voting, tabulation and solicitation procedures, and the Plan, Disclosure Statement and solicitation materials were mailed to parties entitled to vote as scheduled on April 4, 2017. All voting classes accepted the Plan, and the Plan was confirmed on May 23, 2017 [Docket No. 129].

13. On August 1, 2017, the Debtors' Disbursing Agent made an initial distribution to the Investor Partners in the aggregate amount of \$1,657,778.15, of which \$1,538,500.00 was attributable to the Transaction with PDC.

SUMMARY OF REQUEST

14. By this Application, Atropos seeks (i) final approval of \$16,525.00 in hourly fees for services rendered to the Debtors during the Application Period, and \$3,386.89 in expenses incurred during the Application Period, (ii) approval of the Transaction Fee in the amount of \$63,770.00, and (iii) authorization to draw down its remaining pre-petition retainer of \$25,000.00 (the "Retainer") and apply same to the unpaid allowed fees and expenses.

15. Attached hereto as Exhibit "A" is a time summary showing the approximate time Atropos spent each day on behalf of the Debtors and a brief description of the type of work performed for each such days. Atropos spent a total of 77.9 hours providing services to the Debtors during the Application Period at a standard billing rate of \$250 per hour.

16. Exhibit "A" also contains an itemization of the actual and necessary expenses incurred by Atropos during the Application Period in connection with the rendition of the services described herein. All expenses are reflected in the books and records of Atropos, contemporaneously maintained in the ordinary course of business.

17. Atropos represents that it has no agreement or understanding that may be prohibited by 18 U.S.C. § 155.

18. Atropos respectfully submits that, based on the work performed during the Application Period on behalf of the Debtors, as well as the descriptions of the services provided in the time summary records maintained by Atropos which are attached hereto, the services performed and amounts charged by Atropos are reasonable and appropriate, and provided a benefit to the Debtors and this bankruptcy estate. Atropos, therefore, respectfully requests that this Application be granted as set forth herein.

FACTORS FOR DETERMINING COMPENSATION

19. Pursuant to the criteria set forth in Bankruptcy Code § 330(a)(3), and the decisions of the United States Court of Appeals for the Fifth Circuit in *In re ASARCO, L.L.C.*, 702 F.3d 250, 260 (5th Cir. 2012) and *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974), Atropos requests that the Court consider the factors and related facts set forth below in determining the amount of compensation that is reasonable for Atropos's services in this case.

(b) Time and Labor Spent on the Services. Atropos expended 77.9 hours providing services to the Debtors during the Application Period. Shortly after Atropos was engaged, it began testing the market to determine the value and marketability of the Debtors' wells. Having spoken to multiple industry participants – including potential acquirers and valuation professionals – and having provided them with all requested information regarding the assets, no offers for purchase were received. Instead, the information received from these parties reflected that the P&A liability attached to the wells substantially exceeded their *de minimus* value. As a result, the Debtors received no offers for the purchase of their respective assets. After review of their options for disposing of their assets and securing payment of their P&A liabilities, the Debtors and PDC began discussions for an overall transaction that would ultimately become the basis for the Plan. Throughout its engagement, Atropos sought to maximize the value of the Debtors' estates' for the Investor Partners.

(c) The Rates Charged for Such Services. Atropos charged an hourly rate of \$250.00 for Ms. Nicolaou's services rendered on behalf of the Debtors. This is consistent with the hourly rates charged by Atropos to its non-bankruptcy clients. The Court authorized the Debtors to retain Atropos on the terms set forth in the Engagement Letter, subject to final approval via this Application.

(d) Necessity and Benefit of Services Rendered. Atropos's services to the Debtors assisted the Debtors during their efforts to reorganize and ultimately sell substantially all their assets while keeping administrative costs to a minimum. By Atropos's efforts, the Investor Partners received a cash distribution far in excess of what they would have been entitled had the Debtors been liquidated in a bankruptcy under chapter 7, in addition to avoiding significant P&A liability that was ultimately assumed by PDC.

(e) Whether the Services Were Performed Within a Reasonable Time in Light of the Nature, Complexity and Importance of the Issues Addressed. Atropos has not undertaken any unimportant or unnecessary tasks in providing services to the Debtors and has remained mindful of the need to provide its services in a thorough but timely manner.

(f) Demonstrated Skill and Experience in the Bankruptcy Field. Atropos submits that its skill and experience in the bankruptcy field and as a restructuring professional meet or exceed the requirements for the services required in this bankruptcy.

(g) Whether the Compensation Sought Is Reasonable Based on the Customary Compensation Charged by Comparably Skilled Bankruptcy Practitioners. Atropos represents that, to the best of its knowledge, the fees sought herein are in conformity with fees allowed in similar proceedings for similar services rendered and results obtained by other comparable turnaround professionals of requisite and comparable skill and experience in the Northern District of Texas. As has been noted herein, the fee structure charged by Atropos has been approved by the Court.

(h) Unnecessary Duplication of Services. Atropos maintains that the services it provided to the Debtors during the Application Period were not duplicative of any other services provided for or by the Debtors.

(i) Preclusion from Other Employment. This has not been a factor in this case.

(j) Fixed or Contingent Fees. The fees for Atropos's services are based on an hourly rate, plus the Transaction Fee (discussed below). At all times, however, Atropos's compensation has been and continues to be contingent upon the ultimate determination of this Court.

(k) Time Limitations Imposed by Client and Other Circumstances. There were no material time restraints.

(l) Results Achieved. The results obtained by Atropos have been beneficial to the Debtors and the Investor Partners. As a result of Atropos's efforts, Investor Partners received an initial distribution in the aggregate amount of \$1,657,778.15, of which \$1,538,500.00 was attributable to the Transaction with PDC, and the Debtors' estates were relieved of any P&A liability with respect to the wells (which would have equaled or exceeded \$1,150,000.00 in the aggregate).

(m) The Undesirability of the Case. This has not been a factor in this case.

20. Accordingly, for all of the above reasons, Applicant respectfully submits that the fees sought in this Application are reasonable under section 330 of the Bankruptcy Code and applicable case law standards, and should be awarded in full.

TRANSACTION FEE

21. As provided in the Engagement Letter, the Debtors agreed to pay Atropos a one-time transaction fee equal to (i) 3% of the first \$1,000,000.00 in net proceeds received from any sale of Debtors' assets and any other transaction that results in cash being distributed to the limited partners of the Debtors (each such occurrence, a "Transaction"); and (ii) 2% of any additional net proceeds greater than \$1,000,000.00 received in any such Transaction. Atropos negotiated the sale of the Debtors' wells for \$38,500.00 and the settlement payment from PDC in

the amount of \$1,500,000.00, which resulted in cash being distributed to the Investor Partners via the confirmed Plan. In addition, the Plan provides for the assumption by PDC all liabilities associated with the Debtors' wells, including the P&A liability of \$1,150,000.00. This meets the definition of a Transaction.

22. Based on the formula set forth above and a Transaction resulting in \$1,538,000 to be distributed to the Investor Partners and assumption of \$1,150,000.00 in P&A liability, Atropos is entitled to a Transaction Fee in the amount of \$63,770.00.³

23. Payment of the Transaction Fee is payable as a component of the fees contractually agreed to between the Debtors and Atropos in the Engagement Letter. In addition, the Transaction Fee is reasonable under the circumstances of this case. As described above, Atropos actively negotiated and contributed to the Debtors receiving an additional \$1.5 million in exchange for a general release of any causes of action of the limited partners, with the ability of Investor Partners to opt-out of the release. Moreover, PDC assumed \$1,150,000.00 in P&A liability, payment of which by the Debtors would have eliminated any return to the Investor Partners. Based on Atropos's efforts to market the Debtors' wells (which generated zero interest from third parties), any amount received above the insignificant value of the wells was a coup to the Investor Partners – an initial distribution in the aggregate amount of \$1,657,778.15 is a huge achievement.

24. Moreover, the amount of the Transaction Fee, as compared to the ultimate amount distributed to the Investor Partners, is reasonable under section 330 of the Bankruptcy Code and applicable case law standards. Specifically, the Transaction Fee in the aggregate is less than 4% of the total return to the Investor Partners and, coupled with Ms. Nicolau's low hourly rate, is

³ The \$63,770.00 is arrived at by adding \$30,000 (3% of the first \$1,000,000.00 in net proceeds received) and \$33,770 (2% of additional net proceeds greater than \$1,000,000.00 received, or \$1,688,500.00, consisting of (i) \$538,500.00 in additional cash distributed to the Investor Partners and (ii) \$1,150,000.00 in assumed P&A liability).

well below the market rate charged by restructuring advisors in other engagements. Finally, and most importantly, the Investor Partners will not have to shoulder the burden of the Transaction Fee because, if allowed, it will be paid from the Administrative Reserve established pursuant to the Plan and funded by PDC as part of the overall Transaction. If the Transaction Fee is not approved, the balance of the Administrative Reserve after payment of all Allowed Administrative Expense Claims will be returned to PDC, so whether the Transaction Fee is approved or not, it has no effect on the Investor Partners.

25. Courts in this circuit and others have approved similar fees under section's 330 reasonableness standard. *See, e.g., In re Texas Rangers Baseball Partners*, No. 10-43400, 2011 WL 1323777 (Bankr. N.D. Tex. April 6, 2011) (approving transaction fee for financial advisor under section 330); *In re Santa Fe Holding Co., Inc.*, No. 09-07856, 2009 WL 4041898 (Bankr. M.D. Tenn. 2009) (approving success fee for CRO under section 330).

26. Atropos respectfully submits that approval of the Transaction Fee is appropriate given the services performed, the value generated and the successful outcome of this case for the Investor Partners.

NOTICE

27. Notice of this Application has been provided in accordance with the Court's Order Pursuant to Sections 102 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002(m) and 9007 Establishing Notice Procedures [Docket No. 24].

WHEREFORE, Atropos respectfully requests this Court enter an order (i) awarding Atropos \$16,525.00 in hourly fees and reimbursement of \$3,386.89 in expenses on a final basis in connection with services rendered for the Debtors during the Application Period; (ii) awarding to Atropos \$63,770.00 as a Transaction Fee; (iii) authorizing Atropos to draw down on the

Retainer to pay unpaid fees and expenses, and (iv) granting such other and further relief as may be just and proper.

Respectfully submitted this 31st day of August, 2017.

GRAY REED & McGRAW LLP

By: /s/ Jason S. Brookner

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

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lwebb@grayreed.com

**COUNSEL TO THE REORGANIZED
DEBTORS**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 31st day of August, 2017, he caused a true and correct copy of the foregoing document to be served in accordance with the Court's Notice Procedures Order, via first class U.S. Mail, postage prepaid, or electronic mail, when available.

/s/ Jason S. Brookner

Jason S. Brookner

**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 and COLORADO 2002C	§
LIMITED PARTNERSHIP,	§ Jointly Administered
	§
Debtors.	§

**ORDER GRANTING FIRST AND FINAL APPLICATION OF ATROPOS, INC. FOR
ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Upon the First and Final Application for Allowance of Compensation and Reimbursement of Expenses (the "Application") filed by Atropos, Inc. ("Atropos"); and the Court having jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and the Application being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that good and sufficient notice of the Application has been given, and that no other or further notice is required; and upon the hearing on the Application and argument of counsel thereat; and after due deliberation and sufficient cause appearing therefore, the Court finds that the fees and expenses requested in the Application are reasonable, were necessary and benefited these

bankruptcy estates. It is therefore ORDERED AS FOLLOWS:

1. The Application is granted, as set forth herein.
2. Atropos is hereby granted as an allowed chapter 11 administrative expense claim and final compensation in the amount of \$80,295.00 in fees, consisting of \$16,525.00 in hourly fees and a \$63,770.00 Transaction Fee, and reimbursement of \$3,386.89 in expenses.
3. Atropos is hereby authorized to draw down the Retainer in satisfaction of the fees and expenses approved herein.

END OF ORDER



569 Trianon, Houston, TX 77024

1-Aug-17

Invoice Submitted To:**Colorado 2002B Limited Partnership****Case No: 16-33743-11**

Date	Description	Hours	Rate	Amount	Cumm
24-Sep-16	Read / Review motions for joint administration	0.4	250	100.00	100.00
24-Sep-16	Correspondence with JS Brookner i/r/o case matters	0.3	250	75.00	175.00
27-Sep-16	Review BMC Group Svs Agreement & Pricing sheet	0.2	250	50.00	225.00
27-Sep-16	Correspondence w/Lydia Webb regarding deliverables	0.2	250	50.00	275.00
27-Sep-16	Research 1996 Pricing considerations & e-mail with J Brookner i/r/o 1996 Pricing	0.2	250	50.00	325.00
28-Sep-16	Review "comparable acquisitions" 2016 Wattenberg Leasing	0.2	250	50.00	375.00
28-Sep-16	Conference w/L Webb regarding schedules	0.2	250	50.00	425.00
30-Sep-16	E-mail with J Brookner i/r/o information provided to potential buyers	0.2	250	50.00	475.00
03-Oct-16	E-mail with L Webb & D McHenry i/r/o preparation of statements & schedules	0.2	250	50.00	525.00
04-Oct-16	Review term sheet. Various e-mail i/r/o pricing in the Wattenberg	0.6	250	150.00	675.00
04-Oct-16	Reivew retention application	0.3	250	75.00	750.00
04-Oct-16	Teleconference with L Webb	0.6	250	150.00	900.00
04-Oct-16	Review initial debtor interview guidelines	1.0	250	250.00	1,150.00
05-Oct-16	Teleconference with L Webb	0.1	250	25.00	1,175.00
06-Oct-16	Review declaration in support of early motions and provide requested information. Various e-mail regarding same	1.2	250	300.00	1,475.00
06-Oct-16	Teleconference with D Stump	0.1	250	25.00	1,500.00
10-Oct-16	Review letter to investors	0.1	250	25.00	1,525.00
13-Oct-16	Review revised term sheet & various e-mail regarding same	0.2	250	50.00	1,575.00
16-Oct-16	Review / edit Statements & Schedules for 2002-B	1.2	250	300.00	1,875.00
16-Oct-16	Review / edit Statements & Schedules for 2002-C	1.2	250	300.00	2,175.00
17-Oct-16	Complete Initial Debtor Interview documents	1.6	250	400.00	2,575.00
18-Oct-16	Conference w/L Webb regarding initial debtor deliverables	1.6	250	400.00	2,975.00
18-Oct-16	Teleconference with L Webb	1.6	250	400.00	3,375.00
18-Oct-16	Teleconference with D. Stump	1.6	250	400.00	3,775.00
19-Oct-16	Various email with respect to statements & Schedules	1.6	250	400.00	4,175.00
19-Oct-16	Travel to Dallas for Initial Debtor hearing	1.6	125	200.00	4,375.00
19-Oct-16	Meeting with attorneys	1.6	250	400.00	4,775.00
19-Oct-16	Attend initial Debtor hearing	1.0	250	250.00	5,025.00
19-Oct-16	Travel from Dallas	2.6	125	325.00	5,350.00
19-Oct-16	Teleconference with D McHenry	0.1	250	25.00	5,375.00
20-Oct-16	Correspondence with L Webb regarding schedules	0.2	250	50.00	5,425.00



569 Trianon, Houston, TX 77024

1-Aug-17

Invoice Submitted To:**Colorado 2002B Limited Partnership****Case No: 16-33743-11**

Date	Description	Hours	Rate	Amount	Cumm
20-Oct-16	Correspondence with J Brown regarding declaration in support of schedules	0.3	250	75.00	5,500.00
26-Oct-16	Teleconference with L Webb	0.1	250	25.00	5,525.00
27-Oct-16	Travel to Dallas for 341 Hearing	2.4	125	300.00	5,825.00
27-Oct-16	Meeting with attorney	1.0	250	250.00	6,075.00
27-Oct-16	Attend 341 Hearing	0.6	250	150.00	6,225.00
27-Oct-16	Travel from Dallas	2.6	125	325.00	6,550.00
27-Oct-16	Review comparable sales report	0.8	250	200.00	6,750.00
28-Oct-16	Various e-mail with respect to comparables report	0.7	250	175.00	6,925.00
01-Nov-16	Teleconference w/J Brookner	0.1	250	25.00	6,950.00
16-Nov-16	Various e-mail i/r/o MOR's	0.6	250	150.00	7,100.00
16-Nov-16	Teleconference with L Webb	0.1	250	25.00	7,125.00
16-Nov-16	Review draft of Chapter 11 Plan	0.8	250	200.00	7,325.00
23-Nov-16	Review / edit 2002-B MOR	1.0	250	250.00	7,575.00
23-Nov-16	Review / edit 2002-C MOR	1.0	250	250.00	7,825.00
24-Nov-16	Review changes to MOR's	0.2	250	50.00	7,875.00
28-Nov-16	Correspondence w/D Stump i/r/o leak in disposal water tank	0.1	250	25.00	7,900.00
29-Nov-16	Review / approve BMC invoice; e-mail to D McHenry	0.1	250	25.00	7,925.00
06-Dec-16	Correspondence w/ L Webb	0.2	250	50.00	7,975.00
12-Dec-16	Teleconference with J Brookner	0.1	250	12.50	7,987.50
12-Dec-16	Review e-mail from J Rovira i/r/o pricing comparables	0.3	250	75.00	8,062.50
16-Dec-16	Review analysis of pricing provided by J Rovira	0.4	250	100.00	8,162.50
21-Dec-16	Correspondence with D McHenry re: MOR's	0.2	250	50.00	8,212.50
21-Dec-16	Review red-lined term sheet	0.6	250	150.00	8,362.50
23-Dec-16	Read / review motion to extend exclusivity	0.4	250	100.00	8,462.50
04-Jan-17	Correspondence with L Webb re: Term sheet	0.1	250	25.00	8,487.50
04-Jan-17	Read and review redlined term sheet from PDC	0.2	250	50.00	8,537.50
06-Jan-17	Correspondence with JSBrookner re: potential buyer; due diligence information, etc	0.2	250	50.00	8,587.50
09-Jan-17	Correspondence w/L Webb and JSBrookner re: potential buyer, NDA, access to data room, etc	0.2	250	50.00	8,637.50
10-Jan-17	Review / edit 2002-B MOR	1.0	250	250.00	8,887.50
10-Jan-17	Review / edit 2002-C MOR	1.0	250	250.00	9,137.50
17-Jan-17	Travel to Dallas	2.5	125	312.50	9,450.00
17-Jan-17	Meeting with counsel to prepare for hearing	1.1	250	275.00	9,725.00
17-Jan-17	Attend hearing on exclusivity	0.9	250	225.00	9,950.00
17-Jan-17	Travel to Houston	2.5	125	312.50	10,262.50
19-Jan-17	Review final term sheet.	0.2	125	25.00	10,287.50
20-Jan-17	Correspondence with L Webb	0.1	125	12.50	10,300.00
23-Jan-17	Review / edit 2002-B MOR	1.0	250	250.00	10,550.00



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1-Aug-17

Invoice Submitted To:**Colorado 2002B Limited Partnership****Case No: 16-33743-11**

Date	Description	Hours	Rate	Amount	Cumm
23-Jan-17	Review / edit 2002-C MOR	1.0	250	250.00	10,800.00
25-Jan-17	Review memo on well plugging and correspondence related to same	0.6	250	150.00	10,950.00
26-Jan-17	Correspondence with JSBrookner re: reserve reports	0.2	250	50.00	11,000.00
			250	-	11,000.00
07-Feb-17	Correspondence with L Webb re: plan	0.3	250	75.00	11,075.00
07-Feb-17	Review plan and disclosure statement	1.2	250	300.00	11,375.00
13-Feb-17	Correspondence with JS Brookner re: memorandum on plugging and abandoning wells	0.1	250	25.00	11,400.00
21-Feb-17	Reviw BMC invoce	0.1	250	25.00	11,425.00
10-Mar-17	Review / edit 2002-B (January) MOR	0.5	250	125.00	11,550.00
10-Mar-17	Review / edit 2002-C (January) MOR	0.5	250	125.00	11,675.00
22-Mar-17	Review / edit 2002-B (February) MOR	0.5	250	125.00	11,800.00
22-Mar-17	Review / edit 2002-C (February) MOR	0.5	250	125.00	11,925.00
23-Mar-17	Correspondence with D Stump i/r/o payment of BMC invoices	0.2	250	50.00	11,975.00
27-Mar-17	Correspondence i/r/o MOR's	0.1	250	25.00	12,000.00
27-Mar-17	Reivew Schedule B and correspondence from Counsel re: Noble drilling notice	0.1	250	25.00	12,025.00
27-Mar-17	Correspondence w/ L Webb i/r/o Schedule B	0.1	250	25.00	12,050.00
28-Mar-17	Travel to Dallas for Disclosure Statement hearing	1.5	125	187.50	12,237.50
28-Mar-17	Teleconference with PDC i/r/o plugging and abandonment issues	0.1	250	25.00	12,262.50
28-Mar-17	F/U with L Webb and JSBrookner	0.1	250	25.00	12,287.50
28-Mar-17	Conference with L Webb in preparation for hearing	0.5	250	125.00	12,412.50
28-Mar-17	Attend disclosure statement hearing	1.0	250	250.00	12,662.50
28-Mar-17	Travel from Dallas	1.5	125	187.50	12,850.00
26-Apr-17	Review / edit 2002-B (March) MOR	0.5	250	125.00	12,975.00
26-Apr-17	Review / edit 2002-C (March) MOR	0.5	250	125.00	13,100.00
26-Apr-17	Review BMC invoice	0.1	250	25.00	13,125.00
05-May-17	Review proffer for May 8 hearing	0.5	250	125.00	13,250.00
05-May-17	Telecon with L Webb re: hearing	0.4	250	100.00	13,350.00
05-May-17	Correspondence with D Stump & L Webb i/r/o proffer	0.2	250	50.00	13,400.00
08-May-17	Travel to Dallas for Hearing on P&A	1.5	125	187.50	13,587.50
08-May-17	Prepare for hearing	1.0	250	250.00	13,837.50
08-May-17	Attend hearing on plugging and abandonment	1.0	250	250.00	14,087.50
08-May-17	Travel to Houston	1.5	125	187.50	14,275.00
12-May-17	Review and edit declaration in support of plan	1.0	250	250.00	14,525.00
17-May-17	Travel to Dallas for Confirmation Hearing	1.5	125	187.50	14,712.50
17-May-17	Prepare for confirmation hearing with L Webb and J Brookner	1.5	250	375.00	15,087.50



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1-Aug-17

Invoice Submitted To:
Colorado 2002B Limited Partnership
Case No: 16-33743-11

Date	Description	Hours	Rate	Amount	Cumm
17-May-17	Attend confirmation hearing	1.0	250	250.00	15,337.50
17-May-17	Post hearing follow up with J Brookner / L Webb	1.1	250	275.00	15,612.50
17-May-17	Travel from Dallas	1.5	125	187.50	15,800.00
31-May-17	Review correspondence to payments to interest holders	0.2	250	50.00	15,850.00
01-Jun-17	Review well assignments and various correspondence regarding same	0.3	250	75.00	15,925.00
01-Jun-17	Review disbursement amounts	0.6	250	150.00	16,075.00
07-Jun-17	Correspondence with D Stump & L Webb i/r/o service of post confirmation order, well assignments and distribution amounts.	0.4	250	100.00	16,175.00
08-Jun-17	Reivew correspondence with respect to claimholders	0.1	250	25.00	16,200.00
19-Jun-17	Review, print, sign & scan assignments and bills of sale	0.3	250	75.00	16,275.00
23-Jun-17	Call with Darwin Stump	0.1	250	25.00	16,300.00
26-Jun-17	Review updated distribution schedule	0.1	250	25.00	16,325.00
13-Jul-17	Correspondence regarding distrubtions and approval of same	0.1	250	25.00	16,350.00
21-Jul-17	Review letter to investors	0.1	250	25.00	16,375.00
24-Jul-17	Review, sign, scan and transmit Quarterly Operating Reports	0.6	250	150.00	16,525.00

Expenses

27-Oct-16	Hou-Dal-Hou				471.96
19-Oct-16	Hou-Dal-Hou				493.96
27-Oct-16	Hou-Dal-Hou				471.93
17-Jan-17	Hou-Dal-Hou				493.88
28-Mar-17	Uber - Dal to Counsel's office				13.95
28-Mar-17	Uber - Counsel's office to Dal				26.26
28-Mar-17	Hou-Dal-Hou				449.88
08-May-17	Uber - Dal to Counsel's office				13.95
08-May-17	Hou-Dal-Hou				466.36
08-May-17	Uber - Counsel's office to Dal				12.81
17-May-17	Hou-Dal-Hou				471.95
	Total Expense				3,386.89

Total Fees and Expenses

19,911.89