IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	**§**	**Chapter 11**
	§	
MONTCO OFFSHORE, INC., *et al.*,[1]	**§**	**Case No. 17-31646**
	§	
Debtors.	**§**	**(Jointly Administered)**

APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MONTCO OFFSHORE, INC., *ET AL.*, FOR ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL ADVISORS EFFECTIVE AS OF APRIL 7, 2017

THIS APPLICATION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE APPLYING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE APPLYING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE APPLYING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE IN THE UNITED STATES WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON MAY 25, 2017 AT 2:00 P.M. IN COURTROOM 404, UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, 515 RUSK STREET, HOUSTON, TEXAS 77002.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE MARVIN ISGUR,
UNITED STATES BANKRUPTCY JUDGE:

1 The Debtors in these chapter 11 cases, together with the last four (4) digits of each Debtor's federal tax identification number, are Montco Offshore, Inc. (1148) and Montco Oilfield Contractors, LLC (9886). The mailing address for the Debtors, solely for the purposes of notices and communications, is 17751 Hwy 3235, Galliano, Louisiana 70354.

The Official Committee of Unsecured Creditors (the "Committee") appointed in the cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby submits this application (the "Application") for entry of an order pursuant to sections 328 and 1103 of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the employment and retention of Alvarez & Marsal North America, LLC (together with its and its affiliates' and wholly owned subsidiaries' respective agents, independent contractors, and employees, "A&M"), as financial advisors to the Committee, effective as of April 7, 2017. In support of this Application, the Committee relies on the declaration of Mark Greenberg (the "Greenberg Declaration"), attached hereto as **Exhibit B**, and respectfully states as follows:

JURISDICTION

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. § 1334. Venue is proper before this Court pursuant to 28 U.S.C. § 1408. This matter constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. The statutory bases for the relief requested herein are Bankruptcy Code sections 328 and 1103, rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1(b) and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the "Local Rules").

BACKGROUND

3. On March 17, 2017 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court").

4. The Debtors continue to operate their business as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request has been made for the appointment of a trustee or an examiner.

5. On March 29, 2017 (the "Formation Date"), the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed the Committee pursuant to Bankruptcy Code section 1102 [Docket No. 82].

6. On April 7, 2017, the Committee selected A&M to provide financial advisory services to the Committee. Since that time, A&M has been providing critical services to the Committee, including (among other things): (i) reviewing financial information and conducting general due diligence on the Debtors' business and case matters, (ii) analysis of the proposed cash collateral budget, among other items, and (iii) meetings with the Debtors and Committee.

RELIEF REQUESTED

7. By this Application, the Committee requests entry of an order, in the form attached hereto as **Exhibit A**, pursuant to Bankruptcy Code sections 328 and 1103(a) of the Bankruptcy Code, and Bankruptcy Rule 2014(a) approving the employment and retention of A&M as financial advisor to the Committee in these chapter 11 cases.

8. The Committee requests that A&M's retention be approved, effective as of April 7, 2017.

A&M'S QUALIFICATIONS

9. On April 7, 2017, the Committee interviewed four financial advisory firms to represent the Committee in these chapter 11 cases. The Committee seeks to retain the services of a financial advisor to, among other things, (i) evaluate the financial condition of the Debtors and advise the Committee regarding the impact of various actions sought by the Debtors; (ii) advise the Committee with respect to unsecured creditors' interests in the Debtors' restructuring and reorganization; and (iii) analyze and evaluate the Debtors' operations and cash flows. The

Committee decided, subject to approval of this Court, to select A&M as the financial advisor to the Committee.

10. The Committee is familiar with the professional standing and reputation of A&M and understands and recognizes that A&M has a wealth of experience in providing financial advisory services in restructurings and reorganizations and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. In particular, A&M has served as financial and strategic advisors in numerous complex bankruptcy restructurings including, among others: *Bonanza Creek Energy, Inc.*, Case No. 17-19915(KJC) (Bank. D. Del. Jan. 26, 2017); *In re Key Energy Servs Inc.*, Case No. 16-12306 (BLS) (Bankr. D. Del. Oct. 24, 2016); *In re Halcon Res. Corp.*, Case No. 16-11724 (BLS) (Bankr. D. Del. July 27, 2016*); In re Penn Virginia Corp.*, Case No. 16-32395 (KLP) (Bankr. E.D. Va. June 27, 2016); *In re Seventy Seven Energy Inc.*, Case No. 16-11410 (LSS) (Bankr. D. Del. June 7, 2016); *In re SandRidge Energy, Inc.*, Case No. 16-32488 (DRJ) (Bankr. S.D. Tex. May 16, 2016); *In re Breitburn Energy Partners LP*, Case No. 16-11390 (SMB) (Bankr. S.D.N.Y. May 15, 2016); *In re Swift Energy Co.*, Case No. 15-12670 (MFW) (Bankr. D. Del. Dec. 31, 2015); *In re Samson Res. Corp.*, Case No. 15-11934 (CSS) (Bankr. D. Del. Sept. 16, 2015); *In re Hercules Offshore Inc.*, Case No. 15-11685 (KJC) (Bankr. D. Del. Sept. 8, 2015); *In re Everyware Global, Inc.*, Case No. 15-10743 (LSS) (Bankr. D. Del. May 19, 2015); *In re KIOR, Inc.*, Case No. 14-12514 (CSS) (Bankr. D. Del. Dec. 5, 2014); *In re Conexant Sys., Inc.*, Case No. 13-10367 (Bankr. D. Del. Apr. 19, 2013); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (Bankr. S.D.N.Y. May 3, 2012); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. Jan. 19, 2011). Additionally, A&M has advised numerous maritime

clients and has a dedicated restructuring team in Houston, providing the ability to interface directly with Debtors' financial advisors.

11. For these reasons, the Committee believes that A&M is well qualified and able to perform financial advisory services to the Committee in a cost-effective, efficient, and timely manner. A&M has also indicated a willingness to subject itself to the jurisdiction and supervision of this Court.

SCOPE OF SERVICES

12. The Committee and A&M arrived at a mutual agreement as to the substantial efforts that will be required in this engagement as described herein. Subject to further order of the Court, A&M will provide such advisory services to the Committee and its legal advisors as A&M and the Committee deem appropriate and feasible over course of these chapter 11 cases, including but not limited to the following:

(a) Assist in the review of cash flow budgets, liquidity and operating results;

(b) Assist in the review of Court disclosures, including the Schedules of Assets and Liabilities, the Statements of Financial Affairs, Monthly Operating Reports, and Periodic Reports;

(c) Assist in the review of the Debtors' proposed Debtor-In-Possession financing;

(d) Assist in the review of the Debtors' cost/benefit evaluations with respect to the assumption or rejection of executory contracts and/or unexpired leases;

(e) Assist in the analysis of any assets and liabilities and any proposed transactions for which Court approval is sought;

(f) Assist in the review of the Debtors' proposed key employee retention plan and key employee incentive plan;

(g) Attend meetings with the Debtor, the Debtors' lenders and creditors, the Committee and any other official committees organized in these chapter 11 cases, the U.S. Trustee, other parties in interest, and professionals hired by the same, as requested;

(h) Assist in the review of any tax issues;

(i) Assist in the investigation and pursuit of avoidance actions;

(j) Assist in the review of the claims reconciliation and estimation process;

(k) Assist in the review of the Debtors' business plan;

(l) Assist in the review of the sales or dispositions of the Debtors' assets;

(m) Assist in the review and/or preparation of information and analysis necessary for the confirmation of a plan in these chapter 11 cases; and

(n) Render such other general business consulting or such other assistance as the Committee or its counsel may deem necessary, consistent with the role of a financial advisor and not duplicative of services provided by other professionals in these chapter 11 cases.

13. For A&M to perform the services set forth above, it will be necessary for A&M personnel to have access to certain books, records and reports of the Debtors and to have discussions with the Debtors' personnel. Accordingly, the Committee understands that, to the extent A&M is not given the Debtors' cooperation or access to the Debtors' personnel, books and records and other sources of data, A&M's ability to provide the services set forth above will be limited.

14. Because of the limitations in this proposed retention, the depth of A&M's analysis and verification of the data are limited. It is understood by the Committee that A&M is not being requested to perform an audit and that A&M will rely on the accuracy and validity of the data disclosed to A&M or supplied to A&M by, or on behalf of, employees and representatives of the Debtors or the Committee. A&M is not updating, nor is A&M under any obligation to update data submitted to A&M or review any other areas unless specifically requested by the Committee.

15. The Committee understands that the services to be rendered may include a review and assessment of projections and other forward-looking statements and that numerous factors can affect the actual results of the Debtors' operations, which may materially and adversely differ from those projections and other forward-looking statements.

16. All advice (written or oral) provided by A&M to the Committee about this engagement is intended solely for the benefit and use of the Committee in considering the matters to which this engagement relates.

17. From time to time Alvarez & Marsal North America, LLC may utilize the services of the employees of its affiliates in the performance of services hereunder. Such affiliates are wholly-owned by Alvarez & Marsal North America, LLC's parent company and certain employees.

PROFESSIONAL COMPENSATION

18. A&M is not owed any amount with respect to prepetition fees and expenses.

19. The Committee has agreed to the following compensation, in addition to certain indemnification obligations described below, for the services to be provided by A&M in these cases:

(a) Hourly Rates: A&M will be paid by the Company for the services of the A&M Professionals at their customary hourly billing rates which shall be subject to the following ranges:

i.	Managing Directors	$800-975
ii.	Directors	$625-775
iii.	Associates	$475-600
iv.	Analysts	$375-450

(a) Expense Reimbursement: In addition, A&M will be entitled to reimbursement of actual and necessary expenses incurred by A&M. Actual and necessary expenses include any reasonable legal fees incurred for A&M's defense of its retention application and fee applications submitted in these chapter 11 cases and other customarily reimbursable expenses (e.g., parking, travel, courier, long-distance telephone charges, computer and research charges, overtime meals, copying, and postage).

20. During the pendency of these chapter 11 cases, A&M's fees for its financial advisory services shall be payable in accordance with the applicable provisions of the Bankruptcy

Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures and order of the Court.

21. On a monthly basis, A&M will provide a Monthly Fee Statement (as defined in the Interim Compensation Order) that sets forth the hours expended at a summarized level, including the total number of hours worked by professional and the total number of hours spent by summarized task categories. Upon submission of its final fee application, A&M will provide detailed time records for the work performed by professional within each task category. Accordingly, to the extent necessary based on the foregoing, the Committee respectfully seeks a waiver of the information requirements of the Interim Compensation Order and any contrary guidelines promulgated by the Court or the U.S. Trustee.

22. A&M will apply to the Court for allowances of compensation and reimbursement of expenses for its financial advisory support services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules and any applicable orders and procedures of this Court, including the *Order under to Bankruptcy Code Sections 105(a) and 331, Bankruptcy Rule 2016(a), and Bankruptcy Local Rule 2016-1 to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the "Interim Compensation Order") [Docket No. 109].

INDEMNIFICATION PROVISIONS

23. The Committee has agreed that neither A&M nor any of its agents, representatives, members or employees shall have any liability (whether direct or indirect, in contract or tort or otherwise), to the Committee for or in connection with the engagement of A&M contemplated hereunder except for any such liability for losses, claims, damages or liabilities incurred by the Committee that are finally judicially determined by the Court to have primarily resulted from the gross negligence or willful misconduct of A&M.

24. As part of the overall compensation payable to A&M, subject to paragraphs 27 and 28 below, the Committee has agreed to request that the Court require the Debtors to indemnify, defend and hold harmless A&M and its affiliates and their respective personnel ("Indemnified Parties") for any claims arising from, related to, or in connection with A&M's engagement and to request that this Court enter an order approving such indemnification obligation.

25. In addition, subject to paragraphs 27 and 28 below, in the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with A&M's engagement and its personnel's role hereunder, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Committee requests that the Court approve the Debtors' obligation to reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and to compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate. Both the Committee and A&M believe that provisions in paragraphs 24 and 25 above are customary and reasonable for financial advisory engagements in chapter 11.

26. The Debtors shall have no obligation to indemnify A&M for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from A&M's bad faith, gross negligence or willful misconduct, or (ii) settled prior

to a judicial determination as to A&M's bad faith, gross negligence or willful misconduct but determined by this Court, after notice and a hearing pursuant to paragraph 28 below, to be a claim or expense for which A&M is not entitled to receive indemnity under the terms of this Application.

27. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations described above, including, without limitation, the advancement of defense costs, A&M must file an application therefore in this Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify A&M.

28. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing the chapter 11 cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors indemnification, contribution and/or reimbursement obligations described above, including, without limitation, the advancement of defense costs, A&M must file an application therefore with the Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by Court approving the payment.[2]

[2] This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify A&M.

29. The Committee respectfully submits that these indemnification provisions are reasonable for financial advisory engagements both out of court and in chapter 11 cases. Accordingly, as part of this Application, the Committee requests that this Court approve the indemnification provisions.

NO DUPLICATION OF SERVICES

30. The Committee believes that the services provided by A&M will not duplicate the services that other professionals will be providing to the Committee in these chapter 11 cases. Specifically, A&M will carry out unique functions and will use reasonable efforts to coordinate with the Committee, Porter Hedges LLP and the other professionals retained in these chapter 11 cases to avoid the unnecessary duplication of services.

A&M'S RELATIONSHIPS AND CONFLICTS DISCLOSURES

31. The Committee believes that A&M has no connection with the Debtors, their creditors, or other parties in interest, based upon and except as otherwise set forth in the Greenberg Declaration. Pursuant to Bankruptcy Code section 1103(b), the Committee believes that, based upon and except as set forth in the Greenberg Declaration, A&M does not represent any other entity having an adverse interest in connection with the chapter 11 cases. A&M has conducted, and will conduct, an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered, A&M will supplement its disclosure to this Court.

32. A&M has agreed not to share with any person or firm the compensation to be paid for professional services rendered in connection with these cases.

BASIS FOR RELIEF

33. Bankruptcy Code 1103(c) provides that a committee may, *inter alia*, "(1) consult with the trustee or debtor in possession concerning the administration of the case; (2)

investigate the acts, conduct, assets, liabilities, and financial condition of the debtor, the operation of the debtor's business and the desirability of the continuance of such business, and any other matter relevant to the case or to the formulation of a plan; and (3) participate in the formulation of a plan, advise those represented by such committee of such committee's determinations as to any plan formulated . . . ." Bankruptcy Code section 1103(a) provides that a committee may, with court approval, select and authorize employment by such committee of one or more attorneys, accountants or other agents to represent or perform services for the committee. Further, Bankruptcy Code section 328(a) provides that a statutory committee may employ a "professional person" under Bankruptcy Code sections 327 or 1103 on any reasonable terms and conditions. *See* 11 U.S.C. § 328(a).

34. Given the numerous issues that A&M may be required to address in performing its services for the Committee, A&M's commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for A&M's services for engagements of this nature, the Committee submits that the terms and conditions of A&M's proposed employment are fair, reasonable, and market-based under the standards set forth in Bankruptcy Code section 328(a).

35. The Committee believes that the fee and expense structure outlined above appropriately reflects the nature of the services to be provided by A&M and the fee and expense structures typically utilized by leading financial advisory firms of similar stature to A&M for comparable engagements, both in and out of court. As set forth above, all fees for which A&M will seek payment will be subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable procedures and orders of this Court.

SATISFACTION OF LOCAL RULE 2014-1

36. Local Rule 2014-1 provides that an application for employment of a professional made within 30 days of such employment shall be deemed contemporaneous. This Application was filed within 30 days after the Committee's employment of A&M. The Committee therefore submits that the criteria set forth in Local Rule 2014-1 have been satisfied.

NO PRIOR REQUEST

37. No prior application for the relief requested herein has been made to this or any other court.

NOTICE

38. No trustee or examiner has been appointed in the Debtors' chapter 11 cases. Notice of this Application has been provided to counsel for the Debtors, the United States Trustee's Office, all counsel of record using the Court's CM/ECF system, and all parties on the Master Service List maintained by the Debtors in accordance with the Court's *Order Granting Complex Chapter 11 Bankruptcy Cases Treatment* [Docket No. 15]. In light of the nature of the relief requested, the Committee submits that no further notice is necessary.

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court enter an order granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: May 4, 2017

Respectfully submitted,

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF
MONTCO OFFSHORE, INC.

By: */s/ Jimmie Beau Martin*
Jimmie "Beau" Martin,
Co-Chairman, Official
Committee of Unsecured Creditors

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing document was forwarded by electronic transmission to all registered ECF users appearing in the case on May 4, 2017

/s/ Rachel I. Thompson
Rachel I. Thompson

Exhibit A
(Proposed Order)

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
MONTCO OFFSHORE, INC., et al.,	Case No. 17-31646 (MI)
Debtors.[1]	(Jointly Administered)

ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL ADVISORS EFFECTIVE AS OF APRIL 7, 2017

Upon the application (the "Application")[2] of the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order pursuant to sections 328, and 1103 of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the employment and retention of Alvarez & Marsal North America, LLC (together with its and its affiliates' and wholly owned subsidiaries' respective agents, independent contractors, and employees, "A&M"), as financial advisors to the Committee, effective as of April 7, 2017; and upon the Greenberg Declaration; and due and adequate notice of the Application having been given; and it appearing that no other notice need be given; and it appearing that A&M is not representing any adverse interest in connection with these cases; and it appearing that the relief requested in the Application is in the best interest of the Committee; after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number, are: Montco Offshore, Inc. (1448) and Montco Oilfield Contractors, LLC (9886). The mailing address for the Debtors, solely for the purposes of notices and communications, is 17751 Hwy 3235, Galliano, Louisiana 70354.

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

1. The Application is approved as set forth herein.

2. In accordance with Bankruptcy Code sections 328 and 1103, the Committee shall employ and retain A&M, effective as of April 7, 2017, as its financial advisors on the terms set forth in the Application without the need for any further action on the part of A&M or the Committee to document such retention.

3. A&M's compensation, as set forth in the Application, including payment of Hourly Rates and Expense Reimbursement is approved pursuant to Bankruptcy Code section 328(a).

4. A&M shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in Bankruptcy Code sections 330 and 331, such Bankruptcy Rules as may then be applicable, and any applicable orders and procedures of this Court, including the Interim Compensation Order.

5. The fees and expenses payable to A&M pursuant to this Order shall be subject to review pursuant to the standards set forth in Bankruptcy Code section 328(a) and shall not be subject to the standard of review set forth in Bankruptcy Code section 330.

6. In the event that, during the pendency of these cases, A&M seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in A&M's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules, and shall be subject to the U.S. Trustee Guidelines and approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorney's services satisfy Bankruptcy Code section 330(a)(3)(C).

7. The indemnification obligations set forth in the Application are approved.

8. To the extent that there may be any inconsistency between the terms of the Application and this Order, the terms of this Order shall govern.

9. The Committee is authorized to take all actions it deems necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This court shall retain jurisdiction with respect to all matters arising or related to the implementation of this order or A&M's services for the Committee.

Dated: _____, 2017
Houston, Texas

HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE