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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
	§	
ROCKIES REGION 2006 LIMITED	§	Case No. 18-33513-sgj-11
PARTNERSHIP and ROCKIES REGION	§	
2007 LIMITED PARTNERSHIP, ¹	§	(Jointly Administered)
	§	
Debtors.	§	

**DEBTORS' EMERGENCY APPLICATION
FOR ORDER AUTHORIZING THE RETENTION OF GRAVES & CO.
CONSULTING LLC TO PROVIDE ENGINEERING CONSULTING AND
EXPERT TESTIMONY SERVICES, EFFECTIVE AS OF DECEMBER 13, 2018**

Rockies Region 2006 Limited Partnership and Rockies Region 2007 Limited Partnership, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for their Emergency Application (the “Application”) for Order Authorizing the Retention of Graves & Co. Consulting LLC (“Graves”) to Provide Engineering Consulting and Expert Testimony Services, Effective as of December 13, 2018, respectfully represent:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Rockies Region 2006 Limited Partnership (9573) and Rockies Region 2007 Limited Partnership (8835).

JURISDICTION

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

BACKGROUND

3. On October 30, 2018 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No trustee, examiner, or official committee has been appointed.

5. The Debtors are West Virginia limited partnerships that own undivided, wellbore-only working interests in oil and natural gas wells. PDC Energy, Inc. (f/k/a Petroleum Development Corp.) (“PDC”), a Delaware corporation, is the managing general partner of each of the Debtors and owns approximately 39% of the Debtors’ equity interests. In the aggregate, the Debtors have over 3,700 limited partnership unit holders (collectively with PDC, the “Partners”).

6. The primary business of the Debtors is 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.

7. On December 3, 2018, certain limited partnership unit holders (the “LP Plaintiffs”), filed their *Motion for Dismissal of Chapter 11 Case* [Docket No. 85] (the “Motion to Dismiss”). In support of the Motion to Dismiss, the LP Plaintiffs filed the *Declaration of Edwin C. Moritz* [Docket No. 87] (the “Moritz Report”), which contains a preliminary report “valuing the 32-acre Spacing Units that the [LP Plaintiffs] maintain should have been assigned to the [Debtors].”

8. Since the filing of the Motion to Dismiss, the Debtors, the LP Plaintiffs, and PDC have been in discussions and have agreed to mediate the matters raised by the LP Plaintiffs in their Motion to Dismiss and in the yet-to-be-certified class action captioned *Dufresne v. PDC Energy, Inc.*, Civil Action No. 1:17-cv-03079, pending in the U.S. District Court for the District of Colorado. The Debtors seek to engage Graves to provide engineering consulting services and expert testimony as part of the mediation process, and generally in these chapter 11 cases.

RELIEF REQUESTED

9. By this Application, the Debtors respectfully request entry of an order substantially in the form attached hereto as **Exhibit C**, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014 (i) authorizing the retention of Graves to provide engineering consulting and expert testimony services to the Debtors, effective as of the date of the Consulting/Expert Testimony Agreement by and between Graves and the Debtors, dated December 13, 2018, a copy of which is attached hereto as **Exhibit B** (the “Engagement Agreement”), (ii) approving the terms and conditions contained in the Engagement Agreement, and (iii) granting such other relief as is just and proper. Attached hereto as **Exhibit A**, in support of the Application, is the Declaration of John L. Graves (the “Graves Declaration”).

QUALIFICATIONS OF GRAVES

10. Graves is the reservoir engineering and geo-technical subsidiary of Graves & Co. Graves provides technical services to clients needing independent evaluation of oil and gas assets for various purposes, as well as due diligence analysis during asset reviews for acquisition.

11. For over 21 years, Graves & Co. has provided M&A transaction services and support to the upstream, midstream and oilfield service sectors of the oil and gas industry, conducting due diligence and evaluations of assets with an aggregate value in excess of \$24 Billion. Included as part of these services have been reservoir engineering and geological analyses.

The firm has a predominant buy-side focus, assisting clients in mergers, the acquisition of producing properties, in negotiating and documenting exploration joint ventures and drilling transactions, and in conducting due diligence for buyers, lenders and investors. Over the years, Graves & Co. expanded its services to include oilfield service sector research and analysis, and midstream acquisition services.

12. Prior to the Petition Date, the Debtors engaged Graves to value the Debtors' wells and independently confirm and update the analysis in the Debtors' latest Ryder Scott reserve reports dated effective January 1, 2018. *See* Docket No. 10 at ¶ 15.

13. Kent Lina and Allen Barron will be the Graves personnel primarily responsible for the engagement and will provide expert testimony upon request. Messrs. Lina and Barron have in excess of 90 years of combined experience as petroleum engineers evaluating both foreign and domestic oil and gas properties. In particular, Mr. Lina has extensive experience evaluating the Wattenberg Field and DJ Basin where the Debtors' wells are located.

14. John L. Graves will oversee the overall performance of the engagement team. Mr. Graves is the founder of Graves & Co. and has over 35 years of experience in exploration and production, and oil and gas consulting.

15. Based on its sophistication and considerable experience in providing the type of services required by the Debtors, the Debtors believe that Graves is well qualified to provide services to the Debtors in a cost-effective, efficient and timely manner.

SERVICES TO BE PROVIDED

16. The Debtors and Graves have negotiated the terms of the Engagement Agreement, which set forth the scope of the services that Graves will provide to the Debtors (the "Services"), the manner in which Graves will be compensated for such Services, and other terms of the

engagement. Specifically, the Services consist of engineering consulting services and expert testimony, if required, for the Debtors with respect to, among other things, the value of their oil and gas properties in Weld County, Colorado. In addition, Graves agrees to provide a report (the “Report”) in rebuttal, or response, to the Moritz Report. If requested, Graves shall provide live testimony for deposition or trial to defend the Report, as well as attend the forthcoming mediation.

17. It is necessary that the Debtors employ Graves to render the foregoing Services. The Debtors further believe that the Services will not duplicate the services other professionals will be providing to the estates in these chapter 11 cases.

COMPENSATION

18. Section 328 of the Bankruptcy Code provides, in pertinent part, that a professional may be employed under section 327 of the Bankruptcy Code, “on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). In the present case, in accordance with the Engagement Agreement, Graves intends to apply for compensation for professional services rendered in connection with these chapter 11 cases subject to Court approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines for Compensation and Expense Reimbursement of Professionals in Chapter 11 Cases (the “Guidelines”) and any applicable orders of this Court.

19. The Debtors propose to compensate Graves in accordance with the following hourly rates for the following Graves professionals:

Position	Hourly Rate
President	\$350.00/hr
Officers: Petroleum Engineer or Geoscientist	\$325.00/hr
Senior Petroleum Engineers	\$300.00/hr
Senior Geologists	\$300.00/hr
Petroleum Engineers	\$225.00 - \$275.00/hr
Geologists	\$200.00 - \$250.00/hr
Technical Assistants	\$125.00 - \$185.00/hr
Administrative Assistant	\$60.00 - \$85.00/hr

20. In the event Graves personnel are called to provide either courtroom or deposition testimony (“Testimony”), that professional’s hourly rate will be increased by 50% for such Testimony and any direct preparation related thereto.

21. In addition, the Debtors shall reimburse Graves for its reasonable and necessary out-of-pocket expenses incurred in connection with these chapter 11 cases, including travel costs.

22. The Debtors believe that the rates charged by Graves are comparable to what is generally charged by other firms of similar stature to Graves for comparable engagements, both in and out of bankruptcy, and represent Graves’ standard hourly rates. The Debtors therefore believe that Graves’ compensation as set forth herein is reasonable and justified under the circumstances of these cases.

23. Finally, the Debtors respectfully request that Graves be excused from maintaining time records in tenths of an hour increments as required by the Guidelines. Graves personnel maintain detailed time entries that identify the services performed, the person performing the service, the date(s) performed, and the subject involved. However, it is Graves’ customary practice to keep time records in quarter of an hour increments. Given the nature of the engagement, the Debtors’ respectfully submit that such a modification of the Guidelines is appropriate.

INDEMNIFICATION PROVISIONS

24. As set forth more fully in the Engagement Agreement, the Debtors seek authority to indemnify Graves, to the full extent lawful, against any and all losses, actions, claims, damages, liabilities or costs including reasonable legal fees and expenses based upon or arising out of Graves' performance of the Services, except where any claims or losses are due to willful misconduct or gross negligence, as determined by a final judgment.

GRAVES' DISINTERESTEDNESS

25. As set forth in the Graves Declaration, and subject to any exceptions disclosed or described therein: (a) Graves is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, and holds no interest materially adverse to the Debtors, their creditors and shareholders for the matters for which Graves is to be employed; and (b) other than its prepetition work for the Debtors, Graves has no connection to the Debtors, their creditors, shareholders or related parties. Moreover, the retention and employment of Graves is necessary and in the best interests of the Debtors, their estates, creditors and equity interest holders.

26. Graves will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Graves will use its reasonable efforts to identify any such further developments and, as required by Bankruptcy Rule 2014(a), promptly file a supplemental declaration.

BASIS FOR RELIEF

27. Section 327(a) of the Bankruptcy Code permits the Debtors, with Court approval, to "employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested

persons, to represent or assist” the Debtors in carrying out their duties under the Code. *See* 11U.S.C. § 327(a).

28. Bankruptcy Rule 2014(a) further sets forth the requirements for retention applications and provides that such applications must include:

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

FED. R. BANKR. P. 2014(a).

29. The Debtors submit that for all the reasons stated above and in the Graves Declaration, the retention and employment of Graves to provide engineering consulting and expert testimony services to the Debtors is warranted. The Debtors’ pressing need to address significant issues to be mediated has required the Debtors and Graves to focus their immediate attention on such time-sensitive matters and promptly devote resources to such matters pending the submission and approval of this Application.

NOTICE

30. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the Northern District of Texas; (b) counsel to PDC; (c) counsel to the LP Plaintiffs; and (d) those persons have requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

NO PRIOR REQUEST

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

WHEREFORE, the Debtors respectfully request that the Court enter an Order: (i) authorizing the employment and retention of Graves to provide engineering consulting and expert testimony services to the Debtors, effective as of December 13, 2018; (ii) approving the terms and conditions contained in the Engagement Agreement; and (iii) granting such other relief as is just and proper.

Respectfully submitted this 14th day of December, 2018.

GRAY REED & McGRAW LLP

By: /s/ Jason S. Brookner

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

Amber M. Carson

Texas Bar No. 24075610

1601 Elm Street, Suite 4600

Dallas, Texas 75201

Telephone: (214) 954-4135

Facsimile: (214) 953-1332

Email: jbrookner@grayreed.com

lwebb@grayreed.com

acarson@grayreed.com

PROPOSED COUNSEL TO THE DEBTORS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of December, 2018, he caused a true and correct copy of the foregoing document to be served via the Court's CM/ECF system on all those who have so-subscribed and on the parties appearing on the Limited Service List maintained in these cases via first class United States mail, postage prepaid and, where possible, via electronic mail.

/s/ Jason S. Brookner

Jason S. Brookner

Exhibit A

Graves Declaration

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

In re:	§	Chapter 11
	§	
ROCKIES REGION 2006 LIMITED	§	Case No. 18-33513-sgj-11
PARTNERSHIP and ROCKIES REGION	§	
2007 LIMITED PARTNERSHIP, ¹	§	(Jointly Administered)
	§	
Debtors.	§	

**DECLARATION OF JOHN L. GRAVES IN SUPPORT OF DEBTORS'
EMERGENCY APPLICATION FOR ORDER AUTHORIZING
THE RETENTION OF GRAVES & CO. CONSULTING LLC TO PROVIDE
ENGINEERING CONSULTING AND EXPERT TESTIMONY
SERVICES, EFFECTIVE AS OF DECEMBER 13, 2018**

John L. Graves declares under penalty of perjury, pursuant to 28 U.S.C. §1746, as follows:

1. I am President at Graves & Co. Consulting LLC ("Graves"). I am duly authorized to execute this declaration on behalf of Graves and in support of the *Debtors' Emergency Application for Order Authorizing the Retention of Graves & Co. Consulting LLC to Provide Engineering Consulting and Expert Testimony Services, Effective as of December 13, 2018*.

2. I have personal knowledge of the facts set forth herein unless otherwise indicated. To the extent any information disclosed herein requires amendment or modification, I will submit a supplemental declaration.

GRAVES' QUALIFICATIONS

3. Graves is the reservoir engineering and geo-technical subsidiary of Graves & Co. Graves provides technical services to clients needing independent evaluation of oil and gas assets for various purposes, as well as due diligence analysis during asset reviews for acquisition.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Rockies Region 2006 Limited Partnership (9573) and Rockies Region 2007 Limited Partnership (8835).

4. For over 21 years, Graves & Co. has provided M&A transaction services and support to the upstream, midstream and oilfield service sectors of the oil and gas industry, conducting due diligence and evaluations of assets with an aggregate value in excess of \$24 Billion. Included as part of these services have been reservoir engineering and geological analyses. The firm has a predominant buy-side focus, assisting clients in mergers, the acquisition of producing properties, in negotiating and documenting exploration joint ventures and drilling transactions, and in conducting due diligence for buyers, lenders and investors. Over the years, Graves & Co. expanded its services to include oilfield service sector research and analysis, and midstream acquisition services.

5. Prior to the Petition Date, the Debtors engaged Graves to value the Debtors' wells and independently confirm and update the analysis in the Debtors' latest Ryder Scott reserve reports dated effective January 1, 2018. *See* Docket No. 10 at ¶ 15.

6. Kent Lina and Allen Barron will be the Graves personnel primarily responsible for the engagement and will provide expert testimony upon request. Messrs. Lina and Barron have in excess of 90 years of combined experience as petroleum engineers evaluating oil and gas properties both foreign and domestic. In particular, Mr. Lina has extensive experience evaluating the Wattenberg Field and DJ Basin where the Debtors' wells are located.

7. I will oversee the overall performance of the engagement team. I am the founder of Graves & Co. and have over 35 years of experience in exploration and production, and oil and gas consulting.

SERVICES TO BE PROVIDED

8. The Debtors and Graves have negotiated the terms of the Engagement Agreement, which set forth the scope of the services that Graves will provide to the Debtors (the "Services"), the manner in which Graves will be compensated for such Services, and other terms of the engagement. Specifically, the Services consist of engineering consulting services and expert

testimony, if required, for the Debtors with respect to, among other things, the value of their oil and gas properties in Weld County, Colorado. In addition, Graves agrees to provide a report (the “Report”) in rebuttal, or response, to the Moritz Report. If requested, Graves shall provide live testimony for deposition or trial to defend the Report, as well as attend the forthcoming mediation.

COMPENSATION

9. As set forth with greater specificity in the Engagement Agreement, and subject to this Court’s approval, the Debtors and Graves have agreed that Graves’ compensation for professional services rendered in connection with these chapter 11 cases shall subject to the approval of this Court, in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines for Compensation and Expense Reimbursement of Professionals in Chapter 11 Cases (the “Guidelines”), and any applicable orders of this Court.

10. The Debtors propose to compensate Graves in accordance with the following hourly rates for the following Graves professionals:

Position	Hourly Rate
President	\$350.00/hr
Officers: Petroleum Engineer or Geoscientist	\$325.00/hr
Senior Petroleum Engineers	\$300.00/hr
Senior Geologists	\$300.00/hr
Petroleum Engineers	\$225.00 - \$275.00/hr
Geologists	\$200.00 - \$250.00/hr
Technical Assistants	\$125.00 - \$185.00/hr
Administrative Assistant	\$60.00 - \$85.00/hr

11. In the event Graves personnel are called to provide either courtroom or deposition testimony (“Testimony”), that professional’s hourly rate will be increased by 50% for such Testimony and any direct preparation related thereto.

12. In addition, the Debtors shall reimburse Graves for its reasonable and necessary out-of-pocket expenses incurred in connection with these chapter 11 cases, including travel costs.

13. I believe that the rates charged by Graves are comparable to what is generally charged by other firms of similar stature to Graves for comparable engagements, both in and out of bankruptcy, and represents Graves' standard hourly rates.

14. Finally, given the nature of the engagement, the Debtors have requested that Graves be excused from maintaining time records in tenths of an hour increments as required by the Guidelines. It is Graves' customary practice to keep time records in quarter of an hour increments. In addition, Graves personnel customarily maintain detailed time entries that identify the services performed, the person performing the service, the date(s) performed, and the subject involved.

NO ADVERSE INTEREST

15. To determine its relationship with parties in interest in these chapter 11 cases, Graves researched its computer database to review its connections, if any, with the entities on the "Conflicts Search List" attached hereto as **Exhibit 1** and incorporated therein.

16. To the extent Graves has a relationship or connection with any entity on the Conflicts Search List, such relationship or connection is set forth on **Exhibit 2**. Except as otherwise set forth on **Exhibit 2**, Graves does not hold or represent any interest adverse to the Debtors' estates in matters upon which it is to be engaged and is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

17. Graves reserves the right to supplement this Declaration in the event that it discovers any facts bearing on matters described in this Declaration regarding Graves' employment by the Debtors.

I declare under penalty of perjury under the laws of the United States that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed on this 14th day of December, 2018.

/s/ John L. Graves
John L. Graves

Exhibit 1

List of Entities Searched

The Debtors & Counsel

Rockies Region 2006 Limited Partnership
Rockies Region 2007 Limited Partnership
Gray Reed & McGraw LLP

Related Partnerships

Eastern 1996D Limited Partnership f/k/a PDC 1996-D LP
Eastern 1997D Limited Partnership f/k/a PDC 1997-D LP
Eastern 1998D Limited Partnership f/k/a PDC 1998-D LP
CO & PA 1999D Limited Partnership f/k/a PDC 1999-D LP
Colorado 2000B Limited Partnership f/k/a PDC 2000-B LP
Colorado 2000C Limited Partnership f/k/a PDC 2000-C LP
Colorado 2000D Limited Partnership f/k/a PDC 2000-D LP
Colorado 2001A Limited Partnership f/k/a PDC 2001-A LP
Colorado 2001B Limited Partnership f/k/a PDC 2001-B LP
Colorado 2001C Limited Partnership f/k/a PDC 2001-C LP
Colorado 2001D Limited Partnership f/k/a PDC 2001-D LP
Colorado 2002A Limited Partnership f/k/a PDC 2002-A LP
Colorado 2002B Limited Partnership f/k/a/ PDC 2002-B LP
Colorado 2002C Limited Partnership f/k/a/ PDC 2002-C LP

Debtors' Managing General Partner & Counsel

PDC Energy, Inc. f/k/a Petroleum Development Corporation
Hunton Andrews Kurth LLP

Debtors' Responsible Party

Harney Management Partners
Karen Nicolaou

Directors & Officers of Debtors'

Managing General Partner

Barton R. Brookman, Jr.
Lance Lauck
Daniel W. Amidon
Scott J. Reasoner
Darwin L. Stump
R. Scott Meyers
David C. Parke
Jeffrey C. Swoveland
Christina M. Ibrahim
Randy S. Nickerson
Anthony J. Crisafio
Larry F. Mazza
Mark E. Ellis

Office of the U.S. Trustee for the NDTX

William Neary
Lisa L. Lambert
Meredyth Kippes
Stephen McKitt
Nancy S. Resnick
Erin Schmidt
Elizabeth Ziegler
Kara Croop
Ruby Curry
Christi C. Flanagan
C. Marie Goodier
Marina J. Lopez
LaSharion F. McClellan
Sandra F. Nixon
Felicia P. Palos
Bradley D. Perdue
Kendra M. Rust
Joseph W. Speranza
Julie Vega
Cheryl H. Wilcoxson
Cindy Worthington

Exhibit 2

List of Entities Searched With Whom Gray Reed Has a Connection

1. Graves was previously engaged by Karen Nicolaou, the Responsible Party to the Debtors, to conduct an analysis of the oil and gas properties owned by Colorado 2002B Limited Partnership and Colorado 2002C Limited Partnership prior to the filing of their chapter 11 cases. Additionally, as set forth more fully in the Declaration and Application, Graves was engaged by the Responsible party, prepetition, to value the Debtors' wells and independently confirm and update the analysis in the Debtors' latest Ryder Scott reserve reports dated effective January 1, 2018.

Exhibit B

Engagement Agreement



Graves & Co. Consulting LLC
Oil and Gas Reserves and Valuations

December 13, 2018

Rockies Region 2006 Limited Partnership
Rockies Region 2007 Limited Partnership
c/o Ms. Karen G. Nicolaou
777 S. Post Oak Lane, Suite 1700
Houston, Texas 77056

RE: Consulting/Expert Testimony Agreement

Ms. Nicolaou:

When accepted by you in the manner set forth below, this letter will set forth the understanding and agreement between Graves & Co. Consulting, LLC, a Texas limited liability company, whose address is 2777 Allen Parkway, Suite 1200, Houston, Texas 77019, (hereinafter referred to as "Graves"), and Rockies Region 2006 Limited Partnership and Rockies Region 2007 Limited Partnership (hereinafter referred to as "Client").

Graves understands that on October 30, 2018, Client filed petitions in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") seeking relief under chapter 11 of the United States Bankruptcy Code (Case No. 18-33513) (the "Bankruptcy Proceeding"), and that the filing of the Bankruptcy Proceeding requires court approval of Graves' retention and the terms of engagement outlined in this letter.

1. TERM. The term of this Agreement will commence effective December 13, 2018, subject to Bankruptcy Court approval, and continue thereafter until Graves' completion of the services described below, or until either party cancels this Agreement by giving the other party twenty-four (24) hours written notice.

2. SERVICES. Graves shall provide reserve engineering consulting services and expert testimony, if requested, for Client with respect to, among other things, the value of their oil & gas properties in Weld County, Colorado. In addition, Graves agrees to provide a report (the "Report") in rebuttal, or response, to the expert report of Edwin C. Moritz filed in the Bankruptcy Proceeding at Docket No. 87. If requested, Graves shall provide live testimony for deposition or trial to defend the Report. If requested by Client, Graves will attend mediations related to the Bankruptcy Proceeding in which Graves provided a report.

Draft reports will be distributed to the Client in a timely manner for review and discussion. Additional time and materials requested by Client after the draft report has been prepared, including any involvement with the presentation or review of the report with appropriate personnel and/or companies, will be at Graves' customary fee structure set forth herein.

Consulting Agreement
Rockies Region 2006 Limited Partnership, et al

Graves & Co. Consulting LLC
December 13, 2018
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3. COMPENSATION. Graves understands that it is necessary for Client to obtain bankruptcy court approval before paying Graves for services rendered and fees incurred. For services rendered hereunder, Client agrees to pay Graves as per the following payment schedule:

Graves & Co. Consulting, LLC

President	\$350/hr
Officers: Petroleum Engineer or Geoscientist	\$325/hr
Senior Petroleum Engineers	\$300/hr
Senior Geologists	\$300/hr
Petroleum Engineers	\$225 - \$275/hr
Geologists	\$200 - \$250/hr
Technical Assistants	\$125 – \$185/hr
Administrative Assistant	\$60 – \$85/hr

In the event Graves personnel are called to testify either in court or via deposition (in either case “Testimony”), that professional’s hourly rate will be increased by 50% for all Testimony and any direct preparation related thereto.

Reasonable and documented out-of-pocket expenses that may be incurred directly in connection with the Services, including travel expense, will be included on each invoice. A one-time \$600.00 software usage expense fee will be applied to Client’s invoice.

4. PAYMENT. It is Graves’ practice to issue invoices every month. However, Graves understands that payment of its fees and expenses shall be subject to approval by the Bankruptcy Court in the Bankruptcy Proceeding pursuant to applications for compensation and reimbursement filed with the Bankruptcy Court. Graves shall be paid promptly upon approval of such fees and expenses and, in any event, not later than fourteen (14) days following such approval.

5. NO EMPLOYMENT/AGENCY RELATIONSHIP. Client and Graves agree that Graves is and shall at all times remain an independent contractor, and that no employment, agency, partnership, joint venture, or similar relationship is established, intended, or inferred between Client and Graves under this Agreement.

6. CONFIDENTIALITY OF INFORMATION. The parties recognize that Client will furnish information to Graves from time to time that Client considers to be its “Confidential Information.” Graves agrees to protect, and not to disclose to any third parties not involved in the rendering of services under this Agreement, any information that Client designates in writing as constituting Client’s “Confidential Information.” Still further, Graves agrees to use Client’s Confidential Information solely for purposes relating to the performance of services under or reasonably relating to this Agreement. Notwithstanding the foregoing, the parties agree that the term “Confidential Information” shall not include information that: (a) is published or becomes generally available in the public domain from a source other than by or through Graves; (b) was available to Graves prior to its disclosure by Client; (c) is or becomes available to Graves on a

Consulting Agreement
Rockies Region 2006 Limited Partnership, et al

Graves & Co. Consulting LLC
December 13, 2018
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non-confidential basis from a source other than Client, provided that such source was not under a duty or obligation to protect or prevent the disclosure of such information; or (d) is developed or discovered by Graves independent of Graves' receipt of Confidential Information from Client. Graves agrees that all Confidential Information provided to Graves by Client is and shall remain the exclusive property of Client.

7. LIMITATION OF GRAVES' AUTHORITY. It is expressly agreed that Graves shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of Client, whether oral or written, without the express written authorization of Client.

8. LIMITATION OF GRAVES' LIABILITY. Client acknowledges and agrees that the services to be performed by Graves and reported to Client may be limited by the information and materials made available to Graves for review, the amount of time allowed to Graves to conduct its work, and/or by Client's desire to contain costs. Client also acknowledges and agrees that Graves will render services under this Agreement that Graves believes to be reasonably complete and accurate given the nature, degree, and timing of information and materials provided to Graves by Client, and given other limitations or restrictions placed upon Graves relating to such services.

Client agrees to indemnify and hold harmless Graves, to the full extent lawful, against any and all losses, actions, claims, damages, liabilities or costs including reasonable legal fees and expenses (collectively, "Loss"), whether or not in connection with a matter in which Graves is a party, as and when incurred, directly or indirectly, caused by, relating to, based upon or arising out of Graves acting for Client pursuant to this Agreement. Graves shall not be held liable for errors in judgment. Notwithstanding the foregoing, Client shall have no duty to indemnify or to hold harmless Graves for any loss, action, claim, damage, liability or cost to the extent such Loss is found, in a final judgment by a court of competent jurisdiction to have resulted primarily and directly from the gross negligence, willful misconduct or unlawful activities of Graves as determined by a Court of law. No amounts shall be payable by Client, pursuant to any indemnification obligation, without prior approval of the Bankruptcy Court.

9. NO WARRANTIES. To the fullest extent permitted by applicable law, Graves disclaims all warranties, express, statutory, or implied, with regard to any services, reports, or products provided by Graves to Client, including any warranty of merchantability, fitness for a particular purpose, and/or of good and/or workmanlike performance, and Client hereby waives, releases, and covenants not to prosecute any claim or cause of against Graves for breach of any warranty.

10. ASSIGNMENT. Client agrees that this Agreement may be assigned in whole or in part by Graves, at Graves' discretion, to any entity that is a successor of Graves or to any entity that is affiliated with Graves' owners, provided that (i) Client provides prior written consent, which consent shall not be unreasonably withheld and (ii) the assignee agrees to be bound by all of the terms and conditions applicable to Graves in this Agreement.

Consulting Agreement
Rockies Region 2006 Limited Partnership, et al

Graves & Co. Consulting LLC
December 13, 2018
Page - 4 -

11. TEXAS LAW. The parties agree that Texas law shall govern and be applicable in all respects to the interpretation and enforcement of this Agreement, and to all services performed by Graves pursuant to this Agreement. Client and Graves stipulate and agree that any claim or cause of action, and all litigation, arising from or relating to this Agreement and/or any of the services provided or to be provided under this Agreement shall be brought before the Bankruptcy Court.

12. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the force and effect of the remaining provisions of this Agreement, and the remaining provisions of the Agreement shall be construed and enforced as if the Agreement did not contain the invalid or unenforceable provision.

The execution of this Agreement and the exchange of signed originals in counterpart by facsimile, or electronically in pdf format shall be sufficient to evidence this Agreement and to bind the parties hereto.

IN WITNESS WHEREOF, this Agreement is entered into by the parties and executed this 13th day of December, 2018.

ROCKIES REGION 2006 LIMITED PARTNERSHIP
by Karen Nicolaou, Responsible Party

By: _____

ROCKIES REGION 2007 LIMITED PARTNERSHIP
by Karen Nicolaou, Responsible Party

By: _____

GRAVES & CO. CONSULTING LLC



John L. Graves, President

Consulting Agreement
Rockies Region 2006 Limited Partnership, et al

Graves & Co. Consulting LLC
December 13, 2018
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11. TEXAS LAW. The parties agree that Texas law shall govern and be applicable in all respects to the interpretation and enforcement of this Agreement, and to all services performed by Graves pursuant to this Agreement. Client and Graves stipulate and agree that any claim or cause of action, and all litigation, arising from or relating to this Agreement and/or any of the services provided or to be provided under this Agreement shall be brought before the Bankruptcy Court.

12. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the force and effect of the remaining provisions of this Agreement, and the remaining provisions of the Agreement shall be construed and enforced as if the Agreement did not contain the invalid or unenforceable provision.

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ROCKIES REGION 2006 LIMITED PARTNERSHIP

by Karen Nicolaou, Responsible Party


By: 

ROCKIES REGION 2007 LIMITED PARTNERSHIP

by Karen Nicolaou, Responsible Party

By: 

GRAVES & CO. CONSULTING LLC


John L. Graves, President

Consulting Agreement
Rockies Region 2006 Limited Partnership, et al

Graves & Co. Consulting LLC
December 13, 2018
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WIRE TRANSFER INFORMATION

Company Name: Graves & Co. Consulting LLC
Bank Name: Bank of America
Bank Address: 1905 West Gray,
Houston, TX 77019
Bank Tel. No.: 713/831-1700
ABA No.: 026009593
Account No.: 5860 3806 4749
ACH Routing No.: 111000025 (domestic transactions)
SWIFT Code: USD BOFAUS3N (international transactions)

Exhibit C

Proposed Order

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

In re:	§	Chapter 11
	§	
ROCKIES REGION 2006 LIMITED	§	
PARTNERSHIP and ROCKIES REGION 2007	§	Case No. 18-33513-sgj-11
LIMITED PARTNERSHIP,	§	
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' EMERGENCY APPLICATION FOR ORDER
AUTHORIZING THE RETENTION OF GRAVES & CO.
CONSULTING LLC TO PROVIDE ENGINEERING CONSULTING AND
EXPERT TESTIMONY SERVICES, EFFECTIVE AS OF DECEMBER 13, 2018**

Upon Emergency Application (the “Application”) for Order Authorizing the Retention of Graves & Co. Consulting LLC (“Graves”) to Provide Engineering Consulting and Expert Testimony Services, Effective as of December 13, 2018 filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and upon the Declaration of John L. Graves in support of the Application (the “Graves Declaration”); and the Court having jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); and upon the representations made by the Debtors and

Graves in the Application and the Graves Declaration; and the Court finding that Graves represents no interest adverse to the Debtors and their respective estates with respect to the matters upon which Graves is to be engaged and that Graves is “disinterested” as that term is defined in section 101(14) of the Bankruptcy Code; and it appearing that the employment of Graves is appropriate and in the best interests of the Debtors and their respective estates; and it appearing that sufficient notice of the Application has been given, and that no other or further notice is required; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is **GRANTED** as set forth herein; it is further

ORDERED that pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014, the Debtors are authorized to employ to retain Graves, effective as of December 13, 2018, to provide engineering consulting and expert testimony services to the Debtors under the terms set forth in the Application and the Engagement Agreement; it is further

ORDERED that Graves shall be compensated in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines for Compensation and Expense Reimbursement of Professionals in Chapter 11 Cases (the “Guidelines”), this Order, and any other applicable Orders of this Court; *provided, however*, that Graves shall not be required to maintain time records in tenths of an hour increments but instead may maintain time records in quarter of an hour increments; it is further

ORDERED that Graves’ compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under Bankruptcy Code section 330; *provided, however*, that the United States Trustee shall be permitted to review Graves’ request(s) for interim and final compensation and reimbursement based on the reasonableness standard set forth in section 330 of the Bankruptcy Code; it is further

ORDERED that the indemnification provisions of the Engagement Agreement are approved, subject to the following clarifications, to the extent applicable:

(a) Graves shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for its services, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court;

(b) Notwithstanding any provision of the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify Graves or provide contribution or reimbursement to Graves, for any claim or expense that is judicially determined (the determination having become final) to have arisen from Graves' gross negligence or willful misconduct; and

(c) 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, Graves believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Graves must file an application therefor in this Court and the Debtors may not pay any such amounts to Graves before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Graves for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Graves.

it is further

ORDERED that to the extent there is any inconsistency between the terms of this Order and the terms of the Application or the Engagement Agreement, the terms of this Order shall control; it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; it is further

ORDERED that the terms and conditions of this Order will be immediately effective and enforceable upon its entry, and the relief granted herein will be binding upon any chapter 11 trustee

appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7; and it is further

ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

END OF ORDER

Submitted by:

GRAY REED & McGRAW LLP

Jason S. Brookner

Texas Bar No. 24033684

Lydia R. Webb

Texas Bar No. 24083758

Amber M. Carson

Texas Bar No. 24075610

1601 Elm Street, Suite 4600

Dallas, Texas 75201

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Email: jbrookner@grayreed.com

lwebb@grayreed.com

acarson@grayreed.com

PROPOSED COUNSEL TO THE DEBTORS