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

In re: § **Chapter 11**
§
Cook Inlet Energy, LLC, et al.;¹ § **Case No. 15-00236**
§
Debtors. § **Jointly Administered**

**ORDER CONFIRMING JOINT PLAN OF REORGANIZATION OF MILLER ENERGY
RESOURCES, INC. AND ITS SUBSIDIARIES UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE
[Related to Dkt. No. 364]**

BACKGROUND AND PROCEDURAL HISTORY

On October 1, 2015 (the “Commencement Date”), Miller Energy Resources, Inc. and its affiliated debtor entities, as debtors and debtors in possession (collectively, the “Debtors”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Cook Inlet Energy, LLC, an Alaska limited liability company (6643); Miller Energy Resources, Inc., a Tennessee corporation (8629); Miller Drilling, TN LLC, a Tennessee limited liability company (8891); Miller Energy Services, LLC, a Delaware limited liability company (8670); Miller Energy GP, LLC, a Delaware limited liability company (0999); Miller Rig & Equipment, LLC, a Delaware limited liability company (8727); East Tennessee Consultants, Inc., a Tennessee corporation (3108); East Tennessee Consultants II, L.L.C., a Tennessee limited liability company (0107); Anchor Point Energy, LLC, an Alaskan limited liability company (7946); Savant Alaska, LLC, a Colorado limited liability company (0579); and Nutaaq Operating LLC, an Alaska limited liability company (2908).

“Bankruptcy Code”) in the United States Bankruptcy Court for the District of Alaska (the “Bankruptcy Court”).² Since the Commencement Date, the Debtors have continued to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107(a) and 1108.

The Debtors’ Plan and Disclosure Statement

On October 30, 2015, the Debtors filed their *Disclosure Statement for the Joint Plan of Reorganization of Miller Energy Resources, Inc. and Its Debtor Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 193] and *Joint Plan of Reorganization of Miller Energy Resources, Inc. and Certain of its Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 194].

On December 17, 2015, after the filing of several revised versions of the plan and disclosure statement, the Bankruptcy Court entered its *Order (I) Approving Disclosure Statement and the Form and Manner of Service Related Thereto; (II) Setting Dates for the Objection Deadline and Hearing Relating to Confirmation of the Plan; and (III) Authorizing Related Relief* [Docket No. 376] (the “Disclosure Statement Order”), approving the *Disclosure Statement for the Joint Plan of Reorganization of Miller Energy Resources, Inc. and Its Debtor Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 365](the “Disclosure Statement”) and the form and manner of service of the *Joint Plan of Reorganization of Miller Energy Resources, Inc. and Certain of its Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 364]

² An Involuntary Petition was filed August 6, 2015 against Cook Inlet Energy, LLC. Simultaneously with the filing of voluntary petitions for the other Debtors, Cook Inlet Energy, LLC filed a Consent to Entry of the Order for Relief. On October 2, 2015, the Bankruptcy Court entered an Order for Relief.

(the “Plan”)³ and authorizing the Debtors to solicit votes from certain parties in interest on the Plan.

In accordance with the Plan, on January 20, 2016, the Debtors filed with the Bankruptcy Court various documents comprising the Plan Supplement [Docket No. 480] (collectively, as the same may be amended or modified, the “Plan Supplement”).

On January 22, 2016, the Debtors filed their *Reply to Confirmation Objections and Memorandum in Support of Confirmation of the First Amended Joint Plan of Reorganization of Miller Energy Resources, Inc. and Its Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket. No. 485].

Appointment of the Official Committee

On October 16, 2015, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) to represent the interests of the Debtors’ unsecured creditors.

Solicitation of Votes

On October 2, 2015, the Debtors’ filed an application [Docket. No. 68] requesting authority to retain Prime Clerk, LLC (“Prime Clerk”) as their balloting and noticing agent, which application was approved by this Court on October 9, 2015 [Docket. No. 116].

In accordance with the Disclosure Statement Order and as more fully described in the Affidavit of Service of Solicitation Materials submitted by James Daloia of Prime Clerk [Docket No. 411](the “Solicitation Affidavit”), on or before December 22, 2015, the Debtors, through Prime Clerk, distributed: (a) the Disclosure Statement, Plan, Disclosure Statement Order Notice of Confirmation Hearing, the Committee Letter and appropriate Ballots to Holders of Claims in

³ Capitalized terms used herein and not otherwise defined have the meaning set forth in the Plan.

Classes 2 and 4, respectively; (b) a Notice of Unimpaired Status and Scheduling of Confirmation Hearing to Holders of Claims and Equity Interests in Unimpaired Classes 1, 3 and 6; (c) a copy of the Plan, Disclosure Statement, Disclosure Statement Order and Notice of Fully Impaired Status on the Directly Registered Holders of Equity Interests in Class 5; and (d) copies of the Disclosure Statement, Plan, Disclosure Statement Order and Notice of Fully Impaired Status on the banks, brokers, dealer agent, nominees or their agents (collectively, the “Nominees”) of beneficial holders of Equity Interests in Class 5 in sufficient quantities to distribute the aforementioned documents to the beneficial owners or Miller Equity Interests. *See Solicitation Affidavit.*

Further, in accordance with the Disclosure Statement Order, the Debtors published notice of the Confirmation Hearing, including the deadline to object to the Plan and the deadline to cast votes on the Plan in various publications. Specifically, on December 23, 2015, the Debtors published notice of the Confirmation Hearing and related deadlines in the following publications: (i) the national edition of The Wall Street Journal; (ii) The Houston Chronicle; (iii) the Knoxville News-Sentinel; and (iv) the Alaska Dispatch News. *See Notice of Filing Affidavits of Publication [Docket No. 446].* Additionally, on December 24, 2015, notice of the confirmation hearing and related deadlines was published in the Anchorage Press. *Id.*

On January 22, 2016, the Debtors filed the Declaration of Jim Daloia on Behalf of Prime Clerk, LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Joint Plan of Reorganization of Miller Energy Resources, Inc., *et al.* [Docket No. 484] (the “Tabulation of Votes”) setting forth the vote tabulation with respect to ballots cast by Holders of Claims in Classes 2 and 4. As set forth in the Tabulation of Votes, 10 votes were received in Class 2 totaling \$151,000,000 with 10 votes (or 100% in number) representing \$151,000,000 (or 100%

in amount) voting to accept the Plan. Additionally, 75 votes were received in Class 4 totaling \$57,629,902.85, with 73 votes (or 97.33% in number) representing \$57,037,497.14 (or 98.97% in amount) voting to accept the Plan.

The Confirmation Hearing

The following objections (the “Objections”) were filed to Confirmation of the Plan:

<u>Objection</u>	<u>Basis for Objection</u>
Objection to Confirmation of Plan by the United States of America on behalf of the Internal Revenue Service [Docket No. 467] (the “IRS Objection”).	<ul style="list-style-type: none"> • Objects to treatment of Priority Tax Claims in the Plan. • Also objects to feasibility on basis that the Internal Revenue Service (the “IRS”) believes the Debtors have not filed all necessary tax returns and forms and asserts that potential tax liability could render Plan unfeasible.
Objection to Plan of Tom Sutherland, [Docket No. 387]	<ul style="list-style-type: none"> • Objects to conversion of Lenders’ debt to equity until securities class actions filed in Morgan County, Tennessee are resolved.
Objection of John Belies and Tami Belies received by counsel for the Debtors via email on January 20, 2016 and included in the Notice of Objections to Plan Received by Debtors’ Counsel [Docket No. 483]	<ul style="list-style-type: none"> • Objects to approval of Plan that cancels existing Miller Equity Interests and requests alternative plan be approved where recovery provided to existing Miller Equity Interests. • Also objects to notice received of Confirmation Hearing.
Objection of Darren McCammon to Plan of Reorganization received on January 10, 2016 by counsel for the Debtors via email, and included in the Notice of Objections to Plan Received by Debtors’ Counsel [Docket No. 483]	<ul style="list-style-type: none"> • Objects to approval of Plan and asserts that proposed Plan undervalues the Debtors’ assets and requests that confirmation be denied until third party valuation can be performed, or alternatively for conversion of the Debtors’ cases.

Pursuant to Bankruptcy Code § 1128 and Rule 3020(b)(2) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Bankruptcy Court held the Confirmation Hearing to consider the Confirmation of the Plan on January 27, 2016 (the “Confirmation Hearing”).

After considering the Plan, the non-material modifications made thereto and as reflected in the Plan and this Confirmation Order⁴, as well as the Plan Supplement, the live testimony presented at the Confirmation Hearing, the statements, arguments, objections and the responses to the Objections made by counsel in respect of Confirmation, the exhibits admitted and other evidence presented or proffered at the Confirmation Hearing, representations and arguments of counsel at the Confirmation Hearing, and the entire record before the Bankruptcy Court in these Chapter 11 Cases, and after otherwise being fully apprised; and it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establishing just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes the following findings of fact and conclusions of law and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

Jurisdiction and Venue

A. Jurisdiction; Venue, Core Proceeding. The Bankruptcy Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this Bankruptcy Court is proper under 28 U.S.C. §§ 1408. This matter constitutes a core proceeding under 28 U.S.C. § 157(b)(2)(L) and this Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be

⁴ Any references to the Plan herein includes any modifications reflected in this Confirmation Order.

confirmed. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the clerk of the Bankruptcy Court, including, without limitation, all pleadings and other documents filed, all orders entered, and evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

C. Retention of Jurisdiction. The Bankruptcy Court finds and concludes that the Bankruptcy Court's retention of jurisdiction as set forth in Article XI of the Plan comports with 28 U.S.C. §§ 1334 and 157.

Evidence and Witnesses

D. The Debtors submitted exhibits at the Confirmation Hearing that were entered into evidence. In addition, several individuals were called as witnesses, consisting of Carl Giesler, Steve Sebastian, and James Daloia. The evidence and the witnesses were found to be credible.

Notice, Solicitation and Acceptance

E. Adequate Notice of Confirmation Hearing. In accordance with Bankruptcy Rules 2002, 3017, and 9014 and the Disclosure Statement Order, the Bankruptcy Court finds and concludes that adequate notice of the time for filing objections to Confirmation of the Plan and adequate notice of the Confirmation Hearing was provided to all Holders of Claims and Equity Interests. No other or further notice of the Confirmation Hearing or Confirmation of the Plan is necessary or required.

F. Adequacy of Disclosure Statement and Solicitation Procedures. The Bankruptcy Court finds that the Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code. The Bankruptcy Court further finds and concludes that all procedures used to distribute the solicitation materials to the appropriate Holders of Claims entitled to vote on the Plan and to tabulate the Ballots returned by these Holders were fair and were conducted in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited in good faith, and only after transmittal of a disclosure statement containing adequate information, and otherwise in compliance with §§ 1125 and 1126 of the Bankruptcy Code and Fed. R. Bankr. P. 3017 and 3018 and in accordance with the Disclosure Statement Order.

G. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Bankruptcy Court finds and concludes that the Debtors have solicited and tabulated acceptances and rejections of the Plan fairly and in good faith and in compliance with the Bankruptcy Code and the Bankruptcy Rules. The Debtors, the Lenders, and the Committee, and each of their respective members, affiliates, agents, directors, managing partners, managers, officers, employees, investment bankers, financial advisors, attorneys, and other professionals are deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the steps taken to date in furtherance of the Plan, including with respect to the Solicitation of the Plan, and therefore are not and shall not, on account thereof, be liable at any time for the violation of any applicable law, rule, or regulation governing all such acts, including the solicitation of acceptances or rejections of the Plan, the offer and issuance of New Securities under the Plan, or

the distribution or dissemination of any information contained in the Plan, the Disclosure Statement, the Plan Supplement, and any and all related documents.

Plan Supplement

H. The Plan Supplement includes the following documents: (a) the Exit Facility Credit Agreement, (b) the Credit Agreement for the New Notes (together with the Exit Facility Credit Agreement, the “New Credit Agreements”), (c) the Trust Agreement, (d) List of the Initial Members of the New Board and Officers of the Reorganized Debtors (e) the Notice of Intent to Assume or Reject Executory Contracts and Unexpired Leases and Cure Amounts Related to Such Assumption, (f) the Disclosure of Changes to the New Notes and Exit Facility, and (g) the Disclosure of Retained Causes of Action. All such materials comply with the terms of the Plan, the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code and the Bankruptcy Rules and no other or further notice is or shall be required.

Objections to the Plan

I. Based upon the live testimony presented at the Confirmation Hearing, and the record of the Confirmation Hearing, any objections that have not been consensually resolved or withdrawn are overruled on the merits pursuant to this Confirmation Order.

Compliance with Bankruptcy Code § 1129

J. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). In accordance with Bankruptcy Code § 1129(a)(1), the Bankruptcy Court finds and concludes that the Plan complies with the applicable provisions of the Bankruptcy Code.

K. Compliance with 11 U.S.C. § 1122(a). In accordance with Bankruptcy Code § 1122(a), the Plan properly classifies Claims against and Equity Interests in the Debtors and each

Claim or Equity Interest in a Class is substantially similar to the other Claims or Equity Interests of such Class.

L. Compliance with 11 U.S.C. § 1123(a). In accordance with Bankruptcy Code § 1123(a), the Bankruptcy Court finds and concludes that the Plan: (a) designates Classes of Claims and Equity Interests, other than Claims of a kind specified in Bankruptcy Code §§ 507(a)(2), 507(a)(3), and 507(a)(8); (b) specifies Classes of Claims and Equity Interests that are not Impaired under the Plan; (c) specifies the treatment of Classes of Claims and Equity Interests that are Impaired under the Plan; (d) provides the same treatment for each Claim or Equity Interest of a particular Class, unless the Holder of a particular Claim or Equity Interest agrees to less favorable treatment of their respective Claim or Equity Interest; (e) provides for adequate means for the Plan's implementation; (f) prohibits the issuance of non-voting securities; and (g) contains only provisions that are consistent with the interests of Holders of Claims and Equity Interests and with public policy with respect to the manner of selection of any officer or director of the Reorganized Debtors on and after the Effective Date. Therefore, the Plan satisfies the requirements of Bankruptcy Code § 1123(a).

M. Compliance with 11 U.S.C. § 1123(b). As permitted by Bankruptcy Code § 1123(b), the Plan: (a) Impairs or leaves Unimpaired, Classes of Claims and Equity Interests; (b) provides for the assumption, rejection, or assignment of executory contracts and unexpired leases of the Debtors; (c) provides for the settlement or adjustment of claims or interests belonging to the Debtors or their Estates and for the retention and enforcement of claims or interests; (d) enjoins certain acts by Holders of Claims or Equity Interests; (e) exculpates certain Persons from certain claims and Causes of Action; (f) contains a release of certain claims and Causes of Action of, among others, the Debtors and their Estates that could be asserted against certain Persons;

and (g) includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code.

N. The relief provided in the Plan is fair and necessary for the orderly implementation of the Plan and the administration of the estates. Therefore, the Plan satisfies the requirements of Bankruptcy Code §§ 1123(a) and (b).

O. Compliance with Fed. R. Bankr. P. 3016. The Plan is dated and identifies the entities submitting it, thereby satisfying Fed. R. Bankr. P. 3016(a). The filing of the Disclosure Statement with the Bankruptcy Court satisfies Fed. R. Bankr. P. 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Fed. R. Bankr. P. 3016(c) to the extent applicable.

P. Compliance with Fed. R. Bankr. P. 3017. The Debtors have given notice of the Confirmation Hearing as required by Fed. R. Bankr. P. 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to the Holders of Claims and Equity Interests in accordance with Fed. R. Bankr. P. 3017(d) and, with respect to beneficial holders in Class 5, pursuant to Fed. R. Bankr. P. 3017(e).

Q. Compliance with Fed. R. Bankr. P. 3018. The solicitation of votes to accept or reject the Plan satisfies Fed. R. Bankr. P. 3018. The Plan was transmitted to all Holders of Claims entitled to vote on the Plan, sufficient time was prescribed for such Holders to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with §§ 1125 and 1126 of the Bankruptcy Code, thereby satisfying the requirements of Fed. R. Bankr. P. 3018.

R. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). In accordance with Bankruptcy Code § 1129(a)(2), the Bankruptcy Court finds and concludes that the Debtors have complied with the applicable provisions of the Bankruptcy Code. The Debtors are proper debtors under Bankruptcy Code § 109. The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order in transmitting the Plan, the Disclosure Statement, the Ballots, and all related documents and notices, and in soliciting and tabulating votes on the Plan.

S. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). In accordance with Bankruptcy Code § 1129(a)(3), the Bankruptcy Court finds and concludes that the Debtors have proposed the Plan in good faith and not by any means forbidden by law, and the Debtors have acted, and are presently acting, in good faith in conjunction with all aspects of the Plan. All transactions contemplated by the Plan were negotiated and consummated at arm's-length, without collusion, and in good faith. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the formulation of the Plan and the Solicitation of the Plan. The Debtors filed the Chapter 11 Cases and proposed the Plan with legitimate and honest purposes including, among other things, (1) reorganizing the Debtors' businesses; (2) preserving and maximizing the Debtors' business enterprise value through an efficient reorganization under Chapter 11; (3) restructuring the Debtors' capital structure; (4) maximizing the recovery to Holders of Claims under the circumstances of these Chapter 11 Cases; and (5) preserving jobs of the Debtors' employees in connection with the Debtors' go-forward operations. Furthermore, the Plan represents extensive arm's-length negotiations among the Debtors, the Lenders, and the Committee, as well as each group's respective legal and financial advisors (if any), and reflects the best interests of the

Debtors' Estates and Holders of Claims and Equity Interests. In addition, the Plan's classification, treatment, indemnification, exculpation, release and injunction provisions have been negotiated in good faith, at arm's length, are consistent with Bankruptcy Code §§ 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 and are each necessary for the Debtors' successful reorganization.

T. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). In accordance with Bankruptcy Code § 1129(a)(4), the Bankruptcy Court finds and concludes that all payments made or to be made by the Debtors or by a Person issuing equity securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with, these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable, unless otherwise ordered by the Bankruptcy Court.

U. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). In accordance with Section 1129(a)(5) of the Bankruptcy Code, the Bankruptcy Court finds and concludes that: (1) the Debtors have disclosed the identity and affiliations of each individual initially proposed to serve, after the Effective Date of the Plan, as a director or officer of any of the Reorganized Debtors; (2) the appointment of the individuals disclosed to serve, after the Effective Date, as directors and officers of the Reorganized Debtors is consistent with the interests of Holders of Claims and Equity Interests and with public policy; and (3) the Debtors have disclosed all insiders that will be employed by the Reorganized Debtors and the nature of compensation for such insiders. As set forth in the Plan Supplement, on the Effective Date, the initial board of directors of Reorganized Miller will serve in accordance with the terms and subject to the

conditions of the certificates of incorporation and by-laws (or as set forth in the descriptions thereof) and any other relevant organizational documents, each as applicable.

V. No Rate Changes (11 U.S.C. § 1129(a)(6)). In accordance with Bankruptcy Code § 1129(a)(6), the Bankruptcy Court finds and concludes that the Debtors are not subject to any governmental regulation of any rates. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable.

W. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies Section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached Exhibit D to the Disclosure Statement, as well as the other evidence proffered or adduced at the Confirmation Hearing: (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that with respect to Impaired Classes of Claims or Equity Interests (*i.e.*, Classes 2, 4, and 5), each Holder of a Claim or Equity Interest has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

X. Acceptance or Rejection of Certain Classes (11 U.S.C. § 1129(a)(8)). In accordance with Bankruptcy Code § 1129(a)(8), the Bankruptcy Court finds and concludes that: (1) Classes 1, 3, and 6 are Unimpaired under the Plan and are deemed to have accepted the Plan under § 1126(f) of the Bankruptcy Code; and (2) Classes 2 and 4 have accepted the Plan in accordance with Section 1126(c) of the Bankruptcy Code. With respect to Class 5 which did not vote on the Plan and is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code, the Bankruptcy Court finds and concludes that, pursuant to Bankruptcy Code § 1129(b)(1) and (2), the Plan does not discriminate unfairly, and is fair and equitable because,

inter alia, no Holders of junior Equity Interests will receive or retain any property under the Plan. As set forth in the Tabulation of Votes, the percentages of Holders of Claims in Classes entitled to vote that voted to accept the Plan are as follows:

Plan Class	Accept Amount	Accept Count	Reject Amount	Reject Count
Class 2 (Lender Secured Claims)	\$151,000,000 100%	10 100%	0 0%	0 0%
Class 4 (General Unsecured Claims)	\$57,037,497.14 98.97%	73 97.33%	\$592,405.71 1.03%	2 2.67%

Although Section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to Class 5, the Plan is confirmable because the Plan satisfies Section 1129(b) of the Bankruptcy Code with respect to Class 5, as set forth below.

Y. Treatment of Administrative Priority, and Tax Claims (11 U.S.C. § 1129(a)(9)).

The Bankruptcy Court finds and concludes that the Plan's treatment of Claims of a kind specified in Bankruptcy Code §§ 507(a)(1) through (8) satisfies the requirements set forth in Bankruptcy Code § 1129(a)(9).

Z. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). Since Classes 2 and 4 are Impaired Classes that voted to accept the Plan, the Bankruptcy Court finds and concludes that at least one Class of Claims that is Impaired under the Plan has voted to accept the Plan, without including acceptances of the Plan by any insider, in accordance with Bankruptcy Code § 1129(a)(10).

AA. Feasibility (11 U.S.C. § 1129(a)(11)). The Bankruptcy Court finds and concludes that the Disclosure Statement and the other evidence proffered or adduced at the Confirmation Hearing with respect to feasibility (1) is persuasive and credible and (2) establishes that Confirmation of the Plan is not likely to be followed by the need for further financial

reorganization or liquidation of the Debtors not otherwise proposed in the Plan, thus satisfying the requirements of Bankruptcy Code § 1129(a)(11).

BB. Payment of Fees (11 U.S.C. § 1129(a)(12)). In accordance with Bankruptcy Code § 1129(a)(12), the Bankruptcy Court finds and concludes that, to the extent that fees payable to the United States Trustee under 28 U.S.C. § 1930(a)(6) have not been paid, the Plan provides for the payment of all such fees on the Effective Date of the Plan and as they come due after the Effective Date.

CC. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). In accordance with Bankruptcy Code § 1129(a)(13), the Bankruptcy Court finds and concludes that the Plan provides for the continuation after the Effective Date of the payment of all retiree benefits, if any, as that term is defined in Bankruptcy Code § 1114.

DD. Other Provisions of 11 U.S.C. § 1129(a). The Bankruptcy Court finds that the provisions of Bankruptcy Code §§ 1129(a)(14), (a)(15), and (a)(16) are not applicable to the Debtors or the Reorganized Debtors.

EE. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Bankruptcy Court finds and concludes that Class 5 is an Impaired Class of Equity Interests and is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. At the Confirmation Hearing, the Debtors presented uncontroverted evidence that the Plan does not discriminate unfairly and is fair and equitable with respect to Class 5, as required by Bankruptcy Code §§ 1129(b)(1) and (2). Therefore, the Plan may be confirmed notwithstanding the Debtors' failure to satisfy Bankruptcy Code § 1129(a)(8) as to such Class. Upon confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of all Classes of Claims and Equity Interests, including, but not limited to, Class 5.

FF. Only One Plan – 11 U.S.C. § 1129(c). The Bankruptcy Court finds and concludes that, other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of Bankruptcy Code § 1129(c) have been satisfied.

GG. Principal Purpose (11 U.S.C. § 1129(d)). The Bankruptcy Court finds and concludes that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and there has been no objection filed by any governmental unit asserting such avoidance.

HH. No Liquidation. The Bankruptcy Court finds and concludes that, because the Plan does not provide for the liquidation of all or substantially all of the property of the Debtors' Estates and the Reorganized Debtors will be engaged in their respective businesses following consummation of the Plan, Bankruptcy Code § 1141(d)(3) is not applicable.

II. Burden of Proof. The Bankruptcy Court finds and concludes that, the Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code §§ 1129(a) and (b).

JJ. Satisfaction of Confirmation Requirements. The Bankruptcy Court finds and concludes that the Plan satisfies the requirements for confirmation set forth in Bankruptcy Code § 1129.

Modifications to the Plan

KK. The Bankruptcy Court finds and concludes that all pre-confirmation modifications made to the Plan after Solicitation of votes on the Plan had concluded, as reflected in this Confirmation Order, as set forth on the record at the Confirmation Hearing, or as reflected in the Plan and Plan Supplement, satisfy the requirements of Bankruptcy Code § 1127(a) and

Bankruptcy Rule 3019, and do not materially adversely change the treatment and rights of the Holders of any Claim or Equity Interest under the Plan who have not otherwise accepted such modifications. Accordingly, the Debtors have satisfied Bankruptcy Code § 1127(c) and Bankruptcy Rule 3019 with respect to the Plan, as modified; and these modifications do not require additional disclosure under Bankruptcy Code §1125 or resolicitation of votes under Bankruptcy Code § 1126, nor do they require that Holders of Claims be afforded an opportunity to change previously cast acceptances; and Holders of Claims or Equity Interests that have accepted or rejected the Plan (or are deemed to have accepted or rejected the Plan) are deemed to have accepted or rejected, as the case may be, the Plan as modified on the date of this Confirmation Order, pursuant to Bankruptcy Code § 1127(d) and Bankruptcy Rule 3019.

Exemptions

LL. Exemption from Registration Requirements (11 U.S.C. § 1145(a)). The Bankruptcy Court finds and concludes that, in accordance with Bankruptcy Code § 1145(a), the (i) issuance and distribution of New Notes and New Miller Common Stock to Holders of Allowed Claims in Class 2 under the Plan; and (ii) the issuance and distribution of the Trusts Interests to Holders of Allowed Claims in Class 4 under the Plan are both Distributions in exchange for Claims against the Debtors. Therefore, such issued securities, as well as the Reinstatement of Miller Subsidiary Debtor Interests, are exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, or any other applicable federal law, and any state or local law requiring registration for the offer or sale of a security or registration or licensing of an issuer of, or underwriter of or broker-dealer in such securities. None of the Debtors is an underwriter within the meaning of Bankruptcy Code § 1145(b).

MM. Exemptions from Recording, Stamp, and Similar Taxes (11 U.S.C. § 1146(a)).

The Bankruptcy Court finds and concludes that, in accordance with Bankruptcy Code § 1146(a), any transfers from a Debtor to a Reorganized Debtor or any other Person or Entity pursuant to the Plan, including transfers of assets to Reorganized Miller or in relation to the New Credit Agreements (including any mortgages or other collateral documents related thereto), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment.

Transactions Pursuant to the Plan

NN. Rule 9019 Settlement; Releases and Discharges. The Bankruptcy Court finds and concludes that pursuant to Bankruptcy Rule 9019 and in consideration of the Distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Impaired Claims against the Debtors. Such compromises and settlements are (a) made in exchange for adequate consideration and are in the best interests of the Holders of Impaired Claims, (b) within the range of possible litigation outcomes, (c) fair, equitable, reasonable, and (d) integral elements of the restructuring and resolution of the Chapter 11 Cases in accordance with the Plan.

OO. Discharge, Release, Indemnification, and Exculpation. The Bankruptcy Court finds and concludes that any failure to effect the discharge, release, indemnification, and exculpation provisions of the Plan would impair the Debtors' ability to confirm the Plan. Pursuant to Bankruptcy Code § 1123(b)(3) and Bankruptcy Rule 9019(a), the releases, exculpation, and injunction set forth in the Plan and implemented by the Confirmation Order and Trust Agreement are supported by adequate consideration and are fair, equitable, reasonable, and

in the best interests of the Debtors, the Reorganized Debtors, and their Estates and creditors. Based upon the record of the Chapter 11 Cases, the representations and/or evidence proffered, adduced and/or presented at the Confirmation Hearing, the Court finds that the exculpation, releases, and injunction set forth in Article XIII of the Plan and the Trust Agreement are consistent with the Bankruptcy Code and applicable law. Accordingly, the compromises and settlements embodied in the release, discharge, indemnification, and exculpation provisions described in Article XIII of the Plan are approved.

PP. Issuance of Securities. The Bankruptcy Court finds and concludes that the issuance and Distribution of the New Securities in accordance with the provisions of the Plan are reasonable and necessary.

QQ. Assumption of Executory Contracts and Leases. The Bankruptcy Court finds and concludes that the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan is a reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors and their respective Estates. The Bankruptcy Court further finds that (1) the Debtors have cured, will promptly cure, or will cure upon the entry of an appropriate order of the Bankruptcy Court any defaults in any executory contracts and unexpired leases that have been assumed by the Debtors (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code § 365(b)(2)); and (2) the Debtors have provided adequate assurance of future performance under any such assumed executory contracts and unexpired leases.

RR. Plan Provisions Valid and Binding. The Bankruptcy Court finds and concludes that, upon entry of this Confirmation Order, each term and provision of the Plan, the Plan

Supplement and the New Credit Agreements is valid, binding, and enforceable pursuant to its terms.

SS. Plan Documents Valid and Binding. The Bankruptcy Court finds and concludes that all documents reasonably necessary to implement the Plan, including those contained in the Plan Supplement and the New Credit Agreements, shall be, upon execution on or after the Effective Date, valid, binding, and enforceable agreements. The Bankruptcy Court further finds and concludes that all documents reasonably necessary to implement the Plan, including the Plan Supplement and New Credit Agreements, are in the best interests of the Debtors, their respective Estates, and the Reorganized Debtors and have been negotiated in good faith and at arm's length.

MISCELLANEOUS PROVISIONS

TT. The Bankruptcy Court finds and concludes that Confirmation of the Plan is in the best interests of the Debtors, their respective Estates, Holders of Claims and all other parties in interest.

UU. The substantive consolidation of the Debtors into a single entity for Distribution and voting purposes only is justified and appropriate in these Chapter 11 Cases and is hereby approved. On and after the Effective Date, (i) no Distributions shall be made under the Plan on account of Intercompany Claims, and (ii) all guarantees by the Debtors of the obligations of any other Debtor, including the Credit Agreement Claims, shall be eliminated so that any claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of the Debtors shall be one obligation.

VV. The Debtors, the Reorganized Debtors and the Released Parties will be acting in good faith if they proceed to (a) consummate the Plan and the agreements, settlements,

transactions, and transfers contemplated thereby and the Plan Supplement and (b) take the actions authorized and directed by the Confirmation Order.

WW. All findings of fact and conclusions of law announced by this Bankruptcy Court on the record in connection with Confirmation of the Plan or otherwise at the Confirmation Hearing are incorporated herein by reference.

XX. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. All findings of fact that are conclusions of law shall be deemed to be conclusions of law, and all conclusions of law that are findings of fact shall be deemed to be findings of fact.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby **ORDERED** that:

1. Confirmation of Plan. The Plan and Plan Supplement, as found at Docket Nos. 364 and 480, respectively, are **CONFIRMED** and **APPROVED** under Bankruptcy Code § 1129.⁵
2. Approval of Plan Documents. The form and substance of the Plan documents as reflected in the Plan Supplement are hereby approved.
3. Objections Overruled. All objections that have not been withdrawn, waived, or settled are overruled on the merits.

⁵ The terms of the Plan and Plan Supplement are incorporated by reference into, and are an integral part of, this Confirmation Order.

4. Record Closed. The record of the Confirmation Hearing is hereby closed.

5. Vesting of Assets (11 U.S.C. § 1141(b) and (c)); Release of Liens. Upon the Effective Date, unless otherwise provided in the Plan: (i) the Creditor Trust Assets shall be automatically transferred to and vest in the Creditor Trust, free and clear of all Lines, Claims, Equity Interests, charges or other encumbrances and (ii) any and all other assets of the Debtors (other than the Equity Interests in the Debtor Subsidiaries) shall be automatically transferred to and vest in the Reorganized Debtors, free and clear of all Liens, Claims, Equity Interests, charges or other encumbrances (except for any Liens granted to secure the New Credit Agreements). Except as otherwise provided in the Plan, any and all property of the Debtors, including any Equity Interests owned by one Debtor of another Debtor, shall pass to and vest in the respective Reorganized Debtor on the Effective Date. From and after the Effective Date, the Reorganized Debtors may operate their respective businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court. As of the Effective Date, all property of the Reorganized Debtors shall be free and clear of all claims, encumbrances, Equity Interests, charges and Liens (and all mortgages, deeds of trust, or other security interests against the property of any Debtor are fully released and discharged, except as provided herein or in the Plan) except as provided or contemplated herein, in connection with the New Credit Agreements, or in this Confirmation Order. Without limiting the generality of the foregoing, the Reorganized Debtors may, without application to or approval by the Bankruptcy Court, pay any professional fees and expenses incurred after the Effective Date.

6. Assumption of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Except as otherwise provided in the Plan, or in any contract, instrument, release,

indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Reorganized Debtor shall be deemed to have assumed each executory contract and unexpired lease to which it is a party, unless such contract or lease (a) was previously assumed or rejected by the Debtors, (b) is the subject of a motion to assume or reject filed on or before the Confirmation Date or (c) is set forth in the schedule of executory contracts or unexpired leases to be rejected by the Debtors previously filed with the Plan Supplement, as amended, a copy of which is attached hereto as **Exhibit “A”** (the “Rejected Contracts Schedule”). This Confirmation Order shall constitute an order of the Bankruptcy Court under section 365 of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, each as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Confirmation Order shall be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for the assumption of such contract or lease, or applicable federal law. The cure amounts required to be paid as part of assumption shall be in the amount set forth in the schedule of cure amounts for assumed contracts previously filed with the Plan Supplement, as amended, a copy of which is attached hereto as **Exhibit “B”** (the “Cure Schedule”). Other than amounts set forth on the Cure Schedule, no amounts will be owed by the Debtors on any executory contract or unexpired lease assumed pursuant to this Order and the Plan as of the Effective Date. Inclusion of the Purchase and Sale Agreement with Tom Energy, LLC (the “Tom Energy Agreement”) on the Rejected Contracts Schedule is not a judicial determination that such agreement is an executory contract within the meaning of 11 U.S.C. Section 365 and shall not impact, affect or impair the transactions already completed under the Agreement in any manner. For the avoidance of doubt,

any claim asserted by Tom Energy, LLC against the Debtor based upon the Tom Energy Agreement shall be treated as a General Unsecured Claim pursuant to the terms of the Plan, subject to the rights of the Creditor Trust to object to any such claim.

7. Claims for Rejection Damages. If the Debtors' rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim against the Debtors by the non-Debtor party or parties to such contract or lease, such Claims shall be forever barred and shall not be enforceable against the Debtors, their respective Estates, or the Reorganized Debtors unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors or the Reorganized Debtors, and their respective counsel, within thirty (30) days of the earlier of (a) the date of entry of an order approving such rejection and (b) the Confirmation Date. The Debtors have the right to amend or supplement the Assumed Contracts Schedule or Rejected Contracts Schedule through and including the Effective Date. If an executory contract or unexpired lease is added to or removed from the Assumed Contracts Schedule or Rejected Contracts Schedule after the Confirmation Date, then the Debtors shall promptly serve notice of its intention to assume or reject, as the case may be, to all counter-parties of such executory contract or unexpired lease as well as the cure amount associated with such assumption (the "Supplemental Notice"). Counter-parties shall have 14 days from the date of service of the Supplemental Notice to object to the assumption and assignment or rejection of the contract (the "Objection Period"). If no objection is timely filed to a Supplemental Notice, then such contract is deemed assumed or rejected, as the case may be, as of the expiration of Objection Period.

8. The Debtors' Oil and Gas Leases. The Debtors oil and gas leases (the "Oil and Gas Leases⁶"), other than those identified on the Rejected Contracts Schedule, are hereby assumed by the Debtors to the extent such leases are "unexpired leases of non-residential real property" for the purposes of Section 365(d)(4). Nothing in this Order shall be deemed a finding or determination that any Oil and Gas Lease constitute "unexpired leases of non-residential real property" for purposes of Section 365(d)(4), and the Debtors' rights to contest any such claim or allegation are expressly reserved.

9. Authorization to Take Acts Necessary to Implement Plan. The Debtors, the Reorganized Debtors and the Trustee, as applicable, may take all actions to execute, deliver, file, or record such contracts, instruments, releases, leases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan without the need for any further notice to or action, order or approval of the Bankruptcy Court, or other act or action under applicable law, regulation, order, or rule except for those expressly required pursuant to the Plan, the New Credit Agreements or any Plan Supplement document.

10. Approvals. No further approvals, notices, or meetings of any Debtor's board of directors or Holders of Equity Interests are necessary to effectuate the Plan, the transactions contemplated thereby or the New Credit Agreements, and any officer, managing member, or general partner of each respective Debtor is authorized to execute any document, certificate, or agreement, including those related to the New Credit Agreements, necessary to effectuate the Plan on behalf of such Debtor, which documents, certificates, and agreements shall be binding

⁶ "Oil and Gas Leases", as used herein includes any instrument, conveyance, or other document in favor of any Debtor by which a leasehold, working interest, easement, right-of-way or other right to extract, transport or inject oil, gas or other liquid or gaseous hydrocarbons or liquids or gases produced or used in connection with such Debtor's oil and gas exploration, development and production operations is created.

on the Debtors, the parties thereto, and, to the extent applicable, all Holders of Claims and Equity Interests.

11. Continued Corporate Existence. The Reorganized Debtors shall continue to exist after the Effective Date as separate Entities with all powers of a corporation or limited liability company, as the case may be, under the laws of the respective states governing their formation and in accordance with the bylaws or similar organizational documents, as applicable, in effect before the Effective Date, except as their certificates of incorporation or formation and bylaws or similar organizational documents may be amended pursuant to the Plan. On the Effective Date, without any further corporate or similar action, the organizational documents of the Reorganized Debtors, as applicable, shall be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code and shall include, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities.

12. Plan Documents. All documents and agreements introduced in the Plan Supplement or contemplated by the Plan (including all exhibits and attachments thereto and documents referred to therein), including the New Credit Agreements and Trust Agreement, are approved and the execution, delivery, and performance thereunder by the Reorganized Debtors are authorized and approved, without need for further corporate action or further order or authorization of the Bankruptcy Court. The parties to the documents contained in the Plan Supplement are authorized and empowered to amend and modify the documents included therein in a manner consistent with the Plan, and as to which the parties thereto may agree, with the consent of (i) the Exit Facility Agent, solely as to provisions which affect, or could be reasonably expected to affect, the Exit Facility Agent's rights, claims, recoveries, and/or interests, (ii) the agent for the Credit Agreement for the New Notes, solely as to provisions which affect, or could

be reasonably expected to affect, the rights of such agent under the Credit Agreement for the New Notes, (iii) the Lenders and (iv) solely to the extent affecting the treatment of Holders of General Unsecured Claims as set forth in the Plan, the Committee; provided however, that no such consent shall be necessary with respect to the Trust Agreement.

13. Cancellation of Notes, Instruments, Debentures, and Equity Interests. As of the Effective Date, the Certificates evidencing the Existing Securities shall evidence solely the right to receive from the Debtors the Distribution of the consideration, if any, set forth in Article IV of the Plan. On the Effective Date, except as otherwise provided for in the Plan or this Confirmation Order: (a) the Existing Securities, to the extent not already cancelled, shall be deemed cancelled and of no further force or effect without any further action on the part of the Bankruptcy Court or any other Person and (b) the obligations of the Debtors under the Existing Securities, the Debtors' respective certificates of incorporation or formation, and any agreements, indentures, or certificates of designations governing the Existing Securities shall be terminated and discharged. Additionally, as of the Effective Date and except as otherwise provided in the Plan or this Confirmation Order, all Miller Equity Interests, to the extent not already cancelled, shall be cancelled. The Miller Subsidiary Debtor Interests shall not be cancelled, but shall be Reinstated and shall vest in Reorganized Miller as of the Effective Date.

14. Issuance of New Miller Common Stock. Pursuant to Article IV of the Plan, the issuance of the New Miller Common Stock is hereby authorized without any further action (a) by the board of directors, shareholders, or officers of Reorganized Miller or (b) under applicable law, regulation, order, or rule. All of the shares of New Miller Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of New Miller Common Stock under the Plan shall be governed by the

terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

15. New Credit Agreements. The Reorganized Debtors are authorized and directed, without need for further corporate action or further order or authorization of the Bankruptcy Court, to enter into the New Credit Agreements and to execute and deliver all documents, agreements and instruments contemplated thereby. Subject to the occurrence of the Effective Date, the obligations under the New Credit Agreements shall, upon execution, constitute legal, valid, binding and authorized obligations of each of the parties thereto, enforceable in accordance with the terms of the New Credit Agreements. Subject to the occurrence of the Effective Date, the security interests, liens, and mortgages granted under or in connection with the New Credit Agreements shall constitute legal, valid and duly perfected liens against the Collateral (as defined in the New Credit Agreements) of the priority specified in such documents. Such security interests, liens and mortgages (the "Exit Liens") shall constitute legal, valid and duly perfected liens against the Collateral pursuant to the terms of the New Credit Agreements. The Exit Liens shall be deemed to be created, valid and perfected without any requirement of filing or recording of financing statements, mortgages or other evidence of such security interests, liens and mortgages and without any approvals or consents from governmental entities or any other persons and regardless of whether or not there are any errors, deficiencies or omissions in any property descriptions attached to any filing and no further act shall be required for the perfection of the liens and security interests. The obligations of the Reorganized Debtors arising pursuant to the New Credit Agreements and the Exit Liens granted to secure such obligations are in exchange for fair and reasonably equivalent value and do not constitute a preferential transfer or fraudulent transfer or fraudulent conveyance under applicable federal or

state laws and will not subject the Exit Facility Lenders under the Exit Facility or Lenders under the Credit Agreement for the New Notes to any liability by reason of the incurrence of such obligation or grant of such Exit Liens under applicable federal or state laws, including, but not limited to successor or transferee liability.

16. Insurance. Pursuant to Section 7.05 of the Plan, on or before the Effective Date, the Reorganized Debtors will obtain sufficient liability insurance policy coverage after the Effective Date for the officers and directors of the Reorganized Debtors serving from and after the Effective Date. All directors' and officers' liability insurance policies maintained by the Debtors, to the extent deemed executory, shall be assumed, and confirmation and consummation of the Plan shall have no effect on such insurance policies.

17. Exemption from Certain Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, sales or use tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and this Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment: (a) the issuance, transfer or exchange of New Securities; (b) the creation of any mortgage, deed of trust, lien or other security interest under or pursuant to the Plan or the New Credit Agreements; (c) the making or assignment of any lease or sublease under or pursuant to the Plan or New Credit Agreements; (d) the execution and delivery of the New Credit Agreements and any documents related thereto; (e) any Restructuring Transaction as set forth in the Plan, including but not limited to, Article IV of the Plan; or (f) the making or delivery of any

deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, transfers of assets, bills of sale or assignments executed in connection with any of the foregoing or pursuant to the Plan.

18. Administrative Expense Bar Date. In accordance with Section 13.01 of the Plan, any party seeking an Administrative Expense (other than Administrative Expenses paid in the ordinary course of business pursuant to Section 2.01 of the Plan or Claims for United States Trustee fees) must file with the Bankruptcy Court an application for such Administrative Expenses on or before thirty (30) days of the Effective Date. Any party failing to submit such application within such time period shall be forever barred and estopped from asserting such Administrative Expense.

19. Final Fee Applications. Unless authorized by a separate order of the Bankruptcy Court, pursuant to Section 13.02 of the Plan, Professionals must file an application for final allowance of Professional Fee Claims for services rendered prior to the Effective Date no later than thirty (30) days after the Effective Date. Objections to any Professional Fee Claim must be filed and served no later than twenty-one (21) days after the date on which the applicable application was served (or such longer period as may be allowed by order of the Bankruptcy Court). Notwithstanding anything in the Order Establishing Procedures for the Interim Compensation of Professionals [Docket No. 273](the “Compensation Procedures Order”) Professionals may file a final fee application covering their entire engagement through the Effective Date in lieu of filing interim fee applications pursuant to the the Compensation Procedures Order so long as such Professional does not submit a monthly Fee Statement (as defined in the Compensation Procedures Order) for February 2016 or any month thereafter.

20. Payment of Statutory Fees. The Debtors shall pay the U.S. Trustee for fees due pursuant to 28 U.S.C. § 1930(a)(6) when such fees become due and payable.

21. Management Incentive Plan. In accordance with section 4.12 of the Plan, on or as soon after the Effective Date as is practicable, the New Board shall implement the Management Incentive Plan

22. Creation of Creditor Trust.

a. Approval of Formation of Creditor Trust. On the Effective Date, the Creditor Trust shall be created. The Creditor Trust shall be governed by the Trust Agreement and the Plan. The terms of the employment of the Trustee as set forth in the Trust Agreement are approved. On the Effective Date, the Debtors shall transfer the Creditor Trust Assets to the Creditor Trust. All property of the debtors comprising the Creditor Trust Assets shall be conveyed and transferred to the Creditor Trust, free and clear of all interests, Claims, Liens and encumbrances.

b. Trustee. Charles Gebhardt is hereby appointed as the initial Trustee of the Creditor Trust and is authorized to carry out the duties, obligations and responsibilities of the Trustee described in the Plan and in the Trust Agreement.

c. Trust Administration Committee. Cruz Construction Inc., Baker Hughes Oilfield Operations, Inc., Cudd Pressure Control, Inc., National Oilwell Varco LP, and Schlumberger Technology Corporation are hereby appointed, subject to the terms of the Trust Agreement, as the initial five (5) members of the Trust Administration Committee and are authorized to carry out the duties, obligations and responsibilities of the Trust Administration Committee described in the Plan and in the Trust Agreement.

d. Assigned Actions. All Assigned Actions are retained and reserved in the Creditor Trust as of the Effective Date, to be pursued by the Trustee, as the sole representative of the Estates pursuant to 11 U.S.C. § 1123(b)(3) for the benefit of Holders of Allowed General Unsecured Claims. The Creditor Trust shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigation to judgment any such Causes of Action and to decline to any of the foregoing without the consent or approval of any third party (other than the Trust Administration

Committee to the extent provided in Section 4.19(l)) or further notice to or action, order, or approval of the Bankruptcy Court. Any attorney-client privilege, work product privilege, joint interest privilege or other privilege or immunity of the Debtors and their legal and financial advisors attaching to any documents or communications relating to the Assigned Actions and the General Unsecured Claims shall vest in the Trustee. The entry of this Confirmation Order and Consummation of the Plan shall not preclude the prosecution of the Assigned Actions under any legal theory, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches. The foregoing reservation of the Assigned Actions includes any claims against any insurer and/or insurance policy (including without limitation the D&O Insurance) in which the Debtors have an insurable or other interest or right to make a claim against Debtors and/or the officers, directors and personnel of Debtors terminated or resigned prior to the Commencement Date.

23. Termination of Injunctions and Automatic Stay. All injunctions or stays, whether imposed by operation of law or by Order of the Bankruptcy Court, provided for in the Chapter 11 Cases, pursuant to §§ 105 or 362 of the Bankruptcy Code or otherwise, that are in effect on the Confirmation Date, shall remain in full force and effect until the Effective Date. All injunctions or stays provided for in the Chapter 11 Cases under §§ 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date, shall terminate on the Effective Date.

24. Injunction. Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate order of this Bankruptcy Court, the injunctions set forth in Article XIII of the Plan are approved.

25. Releases and Exculpation. Pursuant to § 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), except as otherwise provided in this Confirmation Order, the settlements, compromises, releases, discharges, exculpations, and injunctions set forth in the Plan and Trust Agreement, including, but not limited to, the releases set forth in Article XIII of the Plan and implemented by this Confirmation Order shall be, and hereby are, approved as fair,

equitable, reasonable and in the best interests of the Debtors, each of their respective Estates, the Reorganized Debtors and Holders of Claims.

26. Non-Occurrence of Effective Date. In the event that one or more of the conditions specified in Section 9.02 of the Plan shall not have occurred or been waived pursuant to Section 9.05 of the Plan, subject to the provisions of the Bankruptcy Code including, without limitation, section 1129(c) of the Bankruptcy Code, (x) no Distributions under the Plan shall be made, (y) the Debtors and Holders of Claims and Equity Interests shall be restored to the *status quo* as of the day immediately preceding the Confirmation Date, and (z) the Debtors' obligations with respect to Claims and Equity Interests shall remain unchanged and nothing contained in the Plan or this Confirmation Order shall constitute or be deemed to (i) waive or release any Claims or Equity Interests by or against the Debtors or any other Person or governmental entity or (ii) prejudice in any manner the rights of the Debtors or any other Person or governmental entity in any other or further proceedings involving the Debtors.

27. Failure to Consummate Plan. In the event that the Plan is not consummated, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Class of Claims), assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan or this Confirmation Order, and no acts taken in preparation for consummation thereof, shall (x) constitute or be deemed to constitute a waiver or release of any claims by or against, or any Equity Interests in, the Debtors or any other Person, (y) subject to the provisions of the Bankruptcy Code, prejudice in any manner the rights of the Debtors or any Entity in any further

proceedings involving the Debtors, or (z) constitute an admission of any sort by the Debtors or any other Entity.

28. Notice of Entry of Confirmation Order; Occurrence of Effective Date. Within five (5) Business Days of the Confirmation Date, the Debtors shall serve a notice of entry of the Confirmation Order (the “Confirmation Date Notice”), pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), on all Holders of Claims and Equity Interests of record and the United States Trustee by first-class mail, postage prepaid. As soon as practical after the occurrence of the Effective Date, the Debtors shall serve a notice of the occurrence of the Effective Date (the “Effective Date Notice”), on all Holders of Claims and Equity Interests of record and the United States Trustee by first-class mail, postage prepaid. The Confirmation Date Notice and the Effective Date Notice described herein is adequate under the particular circumstances and no other or further notice is necessary.

29. Exemption from Securities Laws. All New Miller Common Stock issued under the Plan shall be exempt from registration under the Securities Act or any applicable state or local law pursuant to § 1145 of the Bankruptcy Code.

30. Approval of Settlements. The settlements set forth in Sections 3.08, 3.09, and 3.10 of the Plan with First National Capital, LLC, Aurora Gas, LLC and ExxonMobil Alaska Production, Inc., respectively, are hereby approved and the Debtors and Reorganized Debtors, as the case may be, are authorized to take any actions necessary to enter into and complete such settlements.

31. References to Plan Provisions. The failure to include or reference any particular provision of the Plan or Plan Supplement in this Confirmation Order shall not diminish or impair

the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety.

32. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

33. Applicable Non-Bankruptcy Law. Pursuant to §§ 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, and any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Reorganized Debtors shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to the Bankruptcy Court for an order, notwithstanding any otherwise applicable non-bankruptcy law, directing any appropriate entity to execute and deliver an instrument or perform any other act necessary to implement the Plan or the provisions of this Order.

34. Discharge. Except as otherwise provided in the Plan or in this Confirmation Order, all Distributions under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims of any nature whatsoever against the Debtors or any of their respective Estates, and regardless of whether any property shall have been

distributed or retained pursuant to the Plan on account of such Claims. Upon the Effective Date, each of the Debtors shall be deemed discharged and released under § 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code. The discharge shall be effective as to each Claim except as otherwise expressly provided in the Plan or this Confirmation Order, regardless of whether (i) a proof of claim or interest based on such Claim, debt or liability is filed or deemed filed under § 501 of the Bankruptcy Code or is filed in the Bankruptcy Court; (ii) a Claim based upon such Claim, debt or liability is allowed; or (iii) the Holder of a Claim based on such Claim, debt or liability has accepted the Plan.

35. Upon the occurrence of the Effective Date, the Plan shall be binding upon the Debtors, the Reorganized Debtors and their respective successors and assigns, the Holders of Claims and Equity Interests and their respective successors and assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan, and whether or not any such Holder has filed, or is deemed to have filed a proof of Claim or proof of Equity Interest, and whether or not such Holder receives or retains property under the Plan), and any other Person giving, acquiring, or receiving property under the Plan. The rights afforded in the Plan and the treatment of all Claims and Equity Interests therein shall (except as otherwise provided in the Plan or this Confirmation Order) be in exchange for and in complete satisfaction of all Claims and Equity Interests of any nature whatsoever, known or unknown, including any interest accrued on or expenses incurred in connection with such Claims or Equity Interests from and after the Commencement Date, against the Debtors, their Affiliates or their respective Estates, assets, properties or interests in property. Except as otherwise provided in the Plan or in this

Confirmation Order, (i) on the Effective Date, all such Claims against the Debtors shall be deemed satisfied in full, by the consideration, if any, provided for in the Plan, and (ii) all persons and entities shall be precluded from asserting against the Debtors, their Affiliates, their successors, or their assets or properties any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

36. This Order shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title with respect to the Debtors, the Reorganized Debtors and/or their respective assets.

37. Nothing in this Order or the Plan discharges, releases, precludes, or enjoins: (i) any police or regulatory liability to any governmental unit as defined in 11 U.S.C. § 101(27) (“Governmental Unit”) that is not a “claim” as defined in 11 U.S.C. § 101(5) (“Claim”); (ii) any police or regulatory Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any police or regulatory liability to a Governmental Unit on the part of any entity as the owner or operator of property after the Confirmation Date; or (iv) any liability to a Governmental Unit on the part of any Person other than the Debtors or Reorganized Debtors. Nor shall anything in this Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding

sentence. Nothing in this Order or the Plan authorizes transfer of any licenses, permits, registrations, or other governmental authorizations and approvals without compliance with all applicable legal requirements, if any, under non-bankruptcy law governing such transfers.

38. Securities Class Actions.⁷ Notwithstanding any provision of the Plan, any amendment to the Plan, or any provision of this Confirmation Order to the contrary, the Securities Plaintiffs⁸ shall not be enjoined, stayed or precluded in any way (i) from prosecuting their claims in the Securities Class Actions against any non-Debtor; and (ii) from prosecuting those claims against the Debtors by filing a proof of claim in these Chapter 11 Cases and thereafter taking any action consistent with applicable law in connection with such proof of claim but any recovery from the Debtors or Reorganized Debtors shall be limited to and solely from available insurance coverage and proceeds thereof and only to the extent the Securities Plaintiffs are entitled under applicable law to recovery, directly or indirectly, from the available insurance policy, coverage and/or proceeds. From and after the Effective Date, the Debtors and the Reorganized Debtors shall preserve and maintain, in accordance with applicable law, the books, records, documents, files, electronic data (in whatever format, including native format) or any tangible object relevant or potentially relevant, as reasonably determined by the Debtors and Reorganized Debtors in accordance with applicable law, to the Securities Class Actions (collectively, the “Books and Records”) until resolution of the Securities Class Actions by

⁷ As used in this Order, “Securities Class Actions” means the securities class action lawsuits brought by the Securities Plaintiffs, which were filed in the Circuit Court of Morgan County, 9th Judicial Circuit of the State of Tennessee, and which are styled (i) Marcia Goldberg, Individually and on Behalf of all Others Similarly Situated v. Deloy Miller, et al., (Tenn. Cir. Ct.) and (ii) Kenneth Gaynor, Individually and on Behalf of all Others Similarly Situated v. Deloy Miller, et al. (Tenn. Cir. Ct.).

⁸ As used in this Order, “Securities Plaintiffs” means Marcia Goldberg and Kenneth Gaynor, on behalf of themselves and all other similarly situated purchasers of preferred stock interests in connection with the February 13, 2013, May 8, 2013, and June 28, 2013 offerings of Miller Energy, Inc.’s 10.75% Series C Cumulative Preferred Stock and the September 26, 2013, October 17, 2013 and August 21, 2014 offerings of Miller Energy’s 10.5% Series D Fixed Rate/Floating Rate Cumulative Redeemable Preferred Stock.

judgment, settlement or otherwise. To the extent the Debtors or Reorganized Debtors intend to destroy, dispose of or render the Books and Records unavailable before resolution of the Securities Class Actions by settlement, judgment or otherwise, the Debtors and Reorganized Debtors agree to deliver written notice (including email) to bankruptcy counsel for the Securities Plaintiffs, Lowenstein Sandler LLP, Attn.: Michael S. Etkin and counsel for the Securities Plaintiffs, Robbins Geller Rudman & Dowd LLP, Attn.: Jack Reise, of such intention as well as a description of the Books and Records involved and may destroy, dispose of or render the Books and Records unavailable on or after the date that is 30 days after such written notice was delivered (the “Disposal Date”) unless the Securities Plaintiffs have filed an application or motion (the “Preservation Motion”) with a court of competent jurisdiction prior to the Disposal Date objecting to such action. In such case the Debtors and Reorganized Debtors shall be prohibited from destroying, disposing of or rendering the Books and Records unavailable until the issuance of a final, non-appealable order in connection with the Preservation Motion and, after issuance of any such order, the Debtors and the Reorganized Debtors shall be prohibited from destroying, disposing of or rendering the Books and Records unavailable to the extent prohibited by such final order.

39. Amendment to Section 3.03(e)(ii) of the Plan. Section 3.03(e)(ii) of the Plan, is hereby amended and replaced by the following:

On the Effective Date, all Miller Equity Interests shall be cancelled and disallowed, and the Holders of Miller Equity Interests shall not receive or retain any property or interest in property on account of their Miller Equity Interests; provided, however, that nothing in this Plan or the Confirmation Order shall be deemed to disallow or otherwise extinguish (i) the claims of the Securities Plaintiffs brought in connection with the Securities Class Actions against non-Debtor parties or (ii) the Securities Plaintiffs’ rights to seek recovery from the Debtors on account of any proof of claim filed in the Debtors’ Chapter 11 case based upon the Claims brought in

the Securities Class Actions solely from available insurance coverage, policies and/or proceeds to the extent such Securities Plaintiffs would be entitled to recovery, directly or indirectly, from such insurance coverage, policies and/or proceeds under applicable law.

40. Closing of Chapter 11 Cases. The Reorganized Debtors shall promptly seek to fully administer the Chapter 11 Cases pursuant to section 350 of the Bankruptcy Code, and once fully administered, the Reorganized Debtors will promptly seek entry of a Final Order closing the Chapter 11 Cases.

41. Effect of Conflict Between Plan and Confirmation Order. If there is any direct conflict between the terms of the Plan or the Plan Supplement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

42. Retention of Jurisdiction. This Bankruptcy Court's retention of jurisdiction as set forth in Article XI of the Plan is approved. Such retention of jurisdiction does not affect the finality of this Confirmation Order; provided that the jurisdiction provisions set forth in each of the New Credit Agreements and Plan Supplement documents shall govern all matters related thereto.

43. Nonseverable and Mutually Dependent. The provisions of this Confirmation Order are nonseverable and mutually dependent.

44. Authorization to Consummate Plan. Notwithstanding Bankruptcy Rule 3020(e), this Order shall be effective and enforceable immediately upon entry and the Debtors are authorized to consummate the Plan immediately after entry of this Confirmation Order. The Bankruptcy Court also hereby waives the 14-day stay set forth in Bankruptcy Rules 6004(h) and 6006(d) in order that the transactions contemplated by the Plan may be consummated prior to the expiration of such 14-day period.

Signed on this 28th day of January, 2016.

/s/ Gary Spraker

GARY SPRAKER
United States Bankruptcy Judge

Serve: ECF Participants per NEF
Mark Wolfson, Esq.
Scott M. Boruff
John and Tami Belies
U. S. Trustee
SVS

EXHIBIT A

Rejected Contracts Schedule

Debtor	Contract/Lease Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest.
Anchor Point Energy, LLC	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien guaranty and collateral agreement under which Debtor is a grantor and guarantor securing the debts of Miller Energy Resources, Inc.
Cook Inlet Energy, LLC; Miller Energy Resources, Inc.	Brena, Bell & Clarkson, P.C.	810 N Street, RSD Bldg. Suite 100 Anchorage, AK 99501	Attorney Vendor Contract regarding litigation against Cudd Pressure Controls and its parent
Cook Inlet Energy, LLC	AIMM Technologies, Inc.	P.O. Box 1086 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	AIX Energy, LLC, as successor to Buccaneer Alaska, LLC	8401 N Central Expressway, Suite 840 Dallas, TX 75225	Gas Marketing Agreement
Cook Inlet Energy, LLC	AIX Energy, LLC, as successor to Buccaneer Alaska, LLC	8401 N Central Expressway, Suite 840 Dallas, TX 75225	NMGS Acreage Acquisition Letter - also see seismic data license to Buccaneer - Debtor is seller
Cook Inlet Energy, LLC	AIX Energy, LLC, as successor to Buccaneer Alaska, LLC	8401 N Central Expressway, Suite 840 Dallas, TX 75225	Seismic Data License Agreement (Our Data to Buccaneer) - Follow-up with NMGS Acreage Acquisition Letter. - Debtor is seller/licensor
Cook Inlet Energy, LLC	Alaska Eco Resources, LLC	c/o AIMM Technologies Inc. 801 Hwy 146 N Texas City, TX 77590	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	All American Oilfield Associates, LLC	14896 Kenai Spur Hwy Suite 203 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	All American Oilfield Associates, LLC	14896 Kenai Spur Hwy Suite 203 Kenai, AK 99611	Vendor Contract - Debtor engaging services from contractor

Cook Inlet Energy, LLC	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien guaranty and collateral agreement under which Debtor is a grantor and guarantor securing the debts of Miller Energy Resources, Inc.
Cook Inlet Energy, LLC	Arctos, LLC	130 West International Airport Road, Suite R Anchorage, AK 99518	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	ASRC Energy Services Alaska, Inc.	3900 C Street, Suite 701 Anchorage, AK 99503	Master Service Agreement dated May 23, 2013
Cook Inlet Energy, LLC	ASRC Energy Services Alaska, Inc.	3900 C Street, Suite 701 Anchorage, AK 99503	Master Service Agreement dated April 8, 2014
Cook Inlet Energy, LLC	Aurora Gas, LLC	1400 W. Benson Blvd Suite 410 Anchorage, AK 99503	Joint operating and cost sharing agreement under which Aurora operates gas well at Three Miler Creek. Rejection to occur upon approval and consummation of the settlement set forth in section 3.09 of the Plan.
Cook Inlet Energy, LLC	Baker & O'Brien Inc.	12001 N. Central Expressway, Suite 1200 Dallas, TX 75243	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Baker Hughes Business Support Serv	P.O. Box 301057 Dallas, TX 75303-1057	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Baker Hughes Oilfield Operations	P.O. Box 301057 Dallas, TX 75303-1057	Master Service Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Baker Petrolite LLC	12645 W Airport Blvd Sugar Land, TX, 77478	Master Service Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Beta Technologies, Inc.	P.O. Box 773 Soldotna, AK 99669	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Blue Marble Geographics - M&S	22 Carriage Lane Hallowell, ME 04348	Service Provider - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Blue Marble Geographic's - Software Purchase	22 Carriage Lane Hallowell, ME 04347	Service Provider - Debtor engaging services from contractor

Cook Inlet Energy, LLC	Blue Marble Global Mapper v14 - Software Purchase	22 Carriage Lane Hallowell, ME 04349	Service Provider - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Campbell, Campbell, Edwards & Conroy PC	1205 Westlakes Drive Suite 330 Berwyn, PA 19312	Attorney Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Chapotan Sanders Scarborough	Two Riverway Suite 1500 Houston, TX 77056	Attorney Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Chumley's, Inc.	P.O. Box 7663 Nikiski, AK 99635	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Coffman Engineers	800 F Street Anchorage, AK 99501	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Cruz Construction, Inc.	7000 East Palmer-Wasilla Hwy Palmer, AK 99645	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Cruz Marine, LLC	7000 East Palmer-Wasilla Hwy Palmer, AK 99645	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Exxon Mobil Corporation	ExxonMobil Production Company P.O. Box 951436 Dallas, TX 75395-1436	Pt. Thomson Unit Working Interest Owner - Debtor is party to the JOA. Rejection to occur upon approval and consummation of the settlement set forth in section 3.10 of the Plan.
Cook Inlet Energy, LLC	Five Star Oilfield Services LLC	11887 Kenai Spur Hwy Ste A Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	GE Oil & Gas Pressure Control, LP	4424 West Sam Houston Parkways North, Suite 100 Houston, TX 77041	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Great Northern Testing LLC	33425 Keystone Drive Soldotna, AK 99669	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	H&H Industrial, Inc.	4880 David Hall Road Nikiski, AK 99635	Master Service Agreement - Debtor engaging services from contractor

Cook Inlet Energy, LLC	Halliburton Energy Services	10200 Bellaire Boulevard Houston, TX 77072	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Inlet Drilling Alaska, Inc.	210 N. Willow Street Kenai, AK 99612	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	ISN Software Corporation	P.O. Box 841808 Dallas, TX 75284	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Jacobs Engineering Group Inc.	c/o Bank of America 800 Market Street St. Louis, MO 63150-8713	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Kraxberger Drilling, Inc.	34055 Gas Well Road Soldotna, AK 99669	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Maritime Helicopters	3520 FAA Road Homer, AK 99603	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	M-I Swaco (Schlumberger)	PO Box 732135 Dallas, TX 75373-2135	Master Service Agreement and Work Orders prepared under it.
Cook Inlet Energy, LLC	Ocean Marine Services, Inc.	12019 76th Place, N.E. Kirkland, WA 98034	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Oilfield Production Consultants USA, LLC	Brookhollow Central III 2950 North Loop W., Suite 500 Houston, TX 77092	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Olgoonik Oilfield Services LLC	3201 C Street Suite 700 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Patterson-UTI Drilling Company LLC	1660 Wynkoop St. Suite 1100 Denver, CO 80202	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Peak Oilfield Services Company LLC	2525 C. Street, Suite 201 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Pollard Wireline, Inc.	PO Box 1360 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Production Testing Services	440 E. 100th Avenue Anchorage, AK 99515	Master Service Agreement - Debtor engaging services from contractor

Cook Inlet Energy, LLC	Restoration Science & Engineering	911 W. 8th Avenue, Suite 100 Anchorage, AK 99501	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Robert A. Evans	P.O. Box 100384 Anchorage, AK 99510	Agreement for Professional Services
Cook Inlet Energy, LLC	Schiffer Odom Hicks & Johnson, PLLC	700 Louisiana Suite 2650 Houston, TX 77002	Attorney Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Schlumberger Technology Corporation	PO Box 732135 Dallas, TX 75373-2135	Master Service Agreement and Work Orders made under it.
Cook Inlet Energy, LLC	Sentinel Works, Inc.	48 Rutledge Avenue Charleston, SC 29401	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Starichkof Enterprises	PO Box 50 Anchor Point, AK 99556	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392478 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392479 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392480 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392495 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392499 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392500 - Non-Residential Real Property - Debtor is lessee

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392501 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392502 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392503 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392504 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392505 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392506 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392507 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392508 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392509 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392510 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392511 - Non-Residential Real Property - Debtor is lessee

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392512 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392513 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392514 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392515 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392516- Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392517 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392518 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392519 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392520 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392521 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392522 - Non-Residential Real Property - Debtor is lessee

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392523 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392524 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392525 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392526 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392527 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392528 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392529 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392530 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392531 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392532 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392533 - Non-Residential Real Property - Debtor is lessee

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392534 - Non-Residential Real Property - Debtor is lessee
Cook Inlet Energy, LLC	Stoel Rives LLP	510 L St Suite 500 Anchorage, AK 99501	Attorney Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	TekMate, LLC	4111 Minnesota Drive Anchorage, AK 99503	Vendor Contract - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Udelhoven Oilfield System Services, Inc.	184 E. 53rd Avenue Anchorage, AK 99518-1222	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Upstream International LLC	15140 Southwest Freeway, Suite C Sugar Land, TX 77478	Master Service Agreement - Debtor engaging services from contractor
Cook Inlet Energy, LLC	Weaver Bros. Inc.	2230 Spar Ave. Anchorage, AK 99501	Service Agreement - Debtor engaging services from contractor
Miller Energy Resources, Inc.	Alpha Energy Holdings Limited, Thyssen Petroleum USA, Inc.	2501 Mayes Road, Suite 100 Carrollton, TX 75006	Letter Agreement--LOI to sell North Fork
Miller Energy Resources, Inc.	Alpha Energy Holdings Limited, Thyssen Petroleum USA, Inc.	2501 Mayes Road, Suite 100 Carrollton, TX 75006	Letter Agreement--LOI to sell Badami Unit
Miller Energy Resources, Inc.	Andrews Kurth LLP	PO Box 301276 Dallas, TX 75303-1276	34 Act Engagement Agreement--Andrews Kurth to provide counsel to Debtor in connection with Corporate Law matters
Miller Energy Resources, Inc.	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien credit agreement under which Debtor is a Borrower
Miller Energy Resources, Inc.	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien guaranty and collateral agreement under which Debtor is a grantor/guarantor

Miller Energy Resources, Inc.	Apollo Investment Corp. as administrative agent & KeyBank National Association as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Intercreditor Agreement between Debtors senior secured lenders
Miller Energy Resources, Inc.	Appalachia Business Communications	232 S. Peters Rd. Knoxville, TN 37923	Copier lease and service agreements
Miller Energy Resources, Inc.	Ashby LLP	1010 Lamar, Suite 1200 Houston, TX 77002	Engagement Agreement re investigation services requested by Debtor
Miller Energy Resources, Inc.	Asset Risk Management, LLC	20329 State Highway, Ste 450 Houston, TX 77070	Engagement for services as agent related to hedging activities.
Miller Energy Resources, Inc.	Automation Service	13871 Parks Steed Drive Earth City, MO 63045	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	AXIA Partners	84 State Street, Suite 320 Boston, MA 02109	AXIA Partners MSA--Agreement to provide personnel to Debtor on contract basis
Miller Energy Resources, Inc.	Ayers Auction	19048 Alberta Avenue Oneida, TN 37841	Contract for sale of real property from Debtor to buyer and for a split of profits made by buyer on resale--never closed
Miller Energy Resources, Inc.	Baker Donelson	265 Brookview Center Way Suite 600 Knoxville, TN 37817	Attorney Engagement Agreement
Miller Energy Resources, Inc.	Beacon Occupational Health & Safety Services, Inc.	Lockbox #631101, PO Box 3852 Seattle, WA 98124-3852	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Box, Inc.	4440 El Camino Real Los Altos, CA 94022	Box.com account--providing online storage and sharing capabilities for Debtor's files
Miller Energy Resources, Inc.	BP Consulting, Inc.	1850 Denais Road Duson, LA 70529	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider

Miller Energy Resources, Inc.	Bristol Capital, LLC	10960 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90024	Permitted Nominee Letter for Warrants under which Bristol, as named recipients for certain warrants agreed to certain covenants related to short selling and other matters related to the warrants
Miller Energy Resources, Inc.	Bristol Capital, LLC	10960 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90024	2010 Consulting Agreement, as amended
Miller Energy Resources, Inc.	Bristol Capital, LLC	10960 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90024	Settlement Agreement --\$900,000 settlement of disputes related to consulting agreement
Miller Energy Resources, Inc.	Bristol Capital, LLC, Bristol Investment Fund, Ltd., Bristol Capital Advisors, LLC, Paul Kessler	10960 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90024	Settlement Agreement --settles 2014 contested proxy by activist shareholders of Debtor
Miller Energy Resources, Inc.	Campbell, Campbell, Edwards & Conroy PC	1205 Westlakes Drive Suite 330 Berwyn, PA 19312	Attorney Engagement Agreement-
Miller Energy Resources, Inc.	Carl Giesler	3012 Reba Drive Houston, TX 77019	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	Chapotan Sanders Scarborough	Two Riverway, Suite 1500 Houston, TX 77056	Attorney Engagement Agreement-
Miller Energy Resources, Inc.	Conrad Perry	10200 Hampton Circle Anchorage, AK 99507	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	Deloy Miller	PO Box 4724 Oneida, TN 37841	Promissory Note for amounts owed to Mr. Miller. Liquidated and settled future amounts due under prior agreements, which were terminated by the terms of this note.
Miller Energy Resources, Inc.	DLA Piper LLP	6225 Smith Avenue Baltimore, MD 21209	Attorney Engagement Agreement-

Miller Energy Resources, Inc.	DLA Piper LLP	6225 Smith Avenue Baltimore, MD 21209	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	First National Capital	1029 Highway 6, Suite 650-283 Houston, TX 77079	Capital Lease on Rig 36 by Debtor as lessee. Rejection to occur upon approval and consummation of the settlement set forth in section 3.08 of the Plan.
Miller Energy Resources, Inc.	FSG Bank National Association-Knoxville	1111 N Northshore Drive, Suite N800 Knoxville, TN 37919	Guaranty Agreement (for \$1.6M) by Debtor as 48% owner of Pellissippi Point, LLC
Miller Energy Resources, Inc.	FSG Bank National Association-Knoxville	1111 N Northshore Drive, Suite N800 Knoxville, TN 37919	Guaranty for \$4.06M by Debtor as 48% owner of Pellissippi Point II, LLC
Miller Energy Resources, Inc.	Full Circle Systems	19181 Highway 8 Morrison, CO 80465	Software License for Debtor of DocVue software
Miller Energy Resources, Inc.	Grant Thornton LLP	1901 S. Myers Road, Suite 455 Oakbrook Terrace, IL 60181	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	HIS Global, Inc.	PO Box 122327 Dallas, TX 75312-2327	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Inlet Drilling	210 North Willow Street Kenai, AK 99611	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	KeyBank National Association as administrative agent	127 Public Square Cleveland, OH 44114	Credit Agreement under which debtor was borrower; now terminated subject to surviving indemnity obligations
Miller Energy Resources, Inc.	KeyBank National Association as administrative agent	127 Public Square Cleveland, OH 44114	First Lien Guaranty and Collateral agreement, terminated, subject to any obligations that expressly survive termination

Miller Energy Resources, Inc.	Knoxville Hockey Association/The Knoxville Ice Bears	500 Howard Baker Jr. Dr. Knoxville, TN 37925	Marketing Agreement to display Debtor's logo at Knoxville Ice Bears Game
Miller Energy Resources, Inc.	Korn Ferry	PO Box 1450 Minneapolis, MN 55484-5064	Engagement agreement with headhunter in search for SVP, Engineering
Miller Energy Resources, Inc.	Korn Ferry	PO Box 1450 Minneapolis, MN 55484-5064	Engagement agreement with headhunter in search for CFO
Miller Energy Resources, Inc.	KPMG LLP	PO Box 12001 Dallas, TX 75312-0608	2015 Audit services engagement letter-- Debtor engaged auditing services
Miller Energy Resources, Inc.	Kurt Yost	803 Gratz Street Knoxville, TN 37917	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	LEAF Capital Funding, LLC	2005 Market St 14th Floor Philadelphia, PA 19103 Attn: Lana Leor and Gretchin Simmons Email: lleor@administration-service.com Email: gsimmons@Administration-Services.com	Contract related to lease of Toshiba Copier System
Miller Energy Resources, Inc.	Leland Tate	4740 Post Oak Timber Drive, #44 Houston, TX 77056	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	Liebowitz Law Firm	608 Gay Street SW Knoxville, TN 37902	Attorney Engagement Agreement-
Miller Energy Resources, Inc.	Metson Blue Water Navigation	2060 Knoll Drive, Suite 100 Ventura, CA 93003	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Mobius Risk Group, LLC	5847 San Felipe Street, Suite 2502 Houston, TX 77057	Advisory Services Agreement--Debtor engaged advisory services in connection with hedging activities

Miller Energy Resources, Inc.	Nix Venture Partners	222 Lakeview Avenue, Suite 1660 West Palm Beach, FL 33401	Consulting Agreement under which Debtor engaged consulting services from NVP
Miller Energy Resources, Inc.	Opportune LLP	711 Louisiana Street, Suite 3100 Houston, TX 77002	Engagement Agreement related to volatility calculations requested by Debtor
Miller Energy Resources, Inc.	Patterson UTI	1660 Wynkoop Street, Suite 1100 Denver, CO 80202	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Peak Oilfield Services Company LLC	2525 C. Street, Suite 201 Anchorage, AK 99503	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Pellissippi Point II, LLC	9721 Cogdill Road, Suite 301 Knoxville, TN 97932	Knoxville Lease of Office Space, Suite 302, to Debtor, as Lessee (Lease of Non-Residential Property)
Miller Energy Resources, Inc.	Pellissippi Point II, LLC	9721 Cogdill Road, Suite 301 Knoxville, TN 97932	Knoxville Lease of Office Space, Unit 202 to Debtor as Lessee (Lease of Non-Residential Property)
Miller Energy Resources, Inc.	Petro 49, Inc.	43442 Kalifornsky Beach Road Soldatna, AK 99669	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Phil Elliott	1215 Drury Lane Houston, TX 77055	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	Robert Royce	15240 Buffalo Street Anchorage, AK 99516	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	SA Operating Company, LLC	7501 Village Square Drive, Suite 102 Castle Rock, CO 80108	Settlement Agreement of amounts owed under Indemnification Note
Miller Energy Resources, Inc.	SA Operating Company, LLC	7501 Village Square Drive, Suite 102 Castle Rock, CO 80108	\$1,000,000 Indemnification Note payable by Miller Energy Resources, Inc.
Miller Energy Resources, Inc.	Schiffer Odom Hicks & Johnson, PLLC	700 Louisiana Suite 2650 Houston, TX 77002	Attorney Engagement Agreement-

Miller Energy Resources, Inc.	Schlumberger Technology Corporation	PO Box 732135 Dallas, TX 75373-2135	Guaranty by Debtor of obligations of Cook Inlet Energy, LLC under its agreements with Schlumberger
Miller Energy Resources, Inc.	Scott Boruff	5628 Lyons View Pike Knoxville, TN 37919	Employment Agreement between Debtor and employee
Miller Energy Resources, Inc.	Seaport Global Securities, LLC	360 Madison Avenue, 23rd Floor New York, NY 10017	Engagement Agreement of services of SGS by Debtor
Miller Energy Resources, Inc.	Solvenz E&P	One Columbus Suite 2300, 10 West Broad Street Columbus, OH 43215-3484	Pre-loan commencement agreement under which potential loan would be made to Debtor
Miller Energy Resources, Inc.	Starport Cambata Aviation International, LLC	100 StarPort Way Sanford, FL 32773	Maintenance Agreement--Debtor engaged contractor to perform maintenance on Aircraft owned by Debtor
Miller Energy Resources, Inc.	Stoel Rives LLP	510 L St, Suite 500 Anchorage, AK 99501	Attorney Engagement Agreement
Miller Energy Resources, Inc.	Tom Energy, LLC	1728 SW 22nd Street, Suite 500 Miami, FL 33145	Purchase and Sale Agreement for the Sale of Substantially All Debtor's TN Operating Assets
Miller Energy Resources, Inc.	Truman Arnold Companies d/b/a TACAir d/b/a TAC Energy	PO Box 1481 Texarkana, TX 75504	Storage Agreement for Debtor's Aircraft
Miller Energy Resources, Inc.	Warrior Rig Limited Partnership	2409 S. Purdue Avenue Oklahoma City, OK 73128	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider
Miller Energy Resources, Inc.	Workiva Inc.	290 University Boulevard Ames, IA 50010	Vendor contract to provide Debtor with SEC Filing Software Consulting Services
Nutaaq Operating, LLC	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien guaranty and collateral agreement under which Debtor is a grantor and guarantor securing the debts of Miller Energy Resources, Inc.

Savant Alaska, LLC	Alaska Air Transit	2301 Merrill Field Dr. Anchorage, AK 99501	Terms & Condition Contract /air charter (Debtor engaging services from contractor)
Savant Alaska, LLC	Alaska Air Transit	2301 Merrill Field Dr. Anchorage, AK 99501	Work order AT001/ grocery run (Debtor engaging services and buying goods from contractor)
Savant Alaska, LLC	Apollo Investment Corp. as administrative agent	14201 North Dallas Parkway Dallas, TX 75254	Second lien guaranty and collateral agreement under which Debtor is a grantor and guarantor securing the debts of Miller Energy Resources, Inc.
Savant Alaska, LLC	Arctic Marine Solutions	PO BOX 3302 Seward, AK 99664	Master Service Agreement/landing craft (Debtor engaging services and use of equipment from contractor)
Savant Alaska, LLC	Arctic Marine Solutions	PO BOX 3302 Seward, AK 99664	Work order AM003 (Debtor engaging services from contractor)
Savant Alaska, LLC	ASRC Energy Services Alaska, Inc.	3900 C Street Ste 701 Anchorage, AK 99503	Master Service Agreement dated October 18, 2011
Savant Alaska, LLC	Cardno	3150 C. Street Anchorage, AK 99503	Master Service Agreement /compliance (Debtor engaging services from contractor)
Savant Alaska, LLC	Cardno	3150 C. Street Anchorage, AK 99503	Work order CO006 Rev 2/compliance (Debtor engaging services from contractor)
Savant Alaska, LLC	Dukowitz Machine Inc.	PO Box 8274 Nikiski, AK 99635	Master Service Agreement /repairs parts for compressors (Debtor engaging services and acquiring parts from contractor)
Savant Alaska, LLC	Fairweather	9525 King St. Anchorage, AK 99515	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Fairweather	9525 King St. Anchorage, AK 99515	Work order FA003 (Debtor engaging services from contractor)
Savant Alaska, LLC	FR Bell	801 W Fireweed Lane Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)

Savant Alaska, LLC	FR Bell	801 W Fireweed Lane Anchorage, AK 99503	Work order BEL005 (Debtor engaging services from contractor)
Savant Alaska, LLC	FR Bell	801 W Fireweed Lane Anchorage, AK 99503	Work order BEL007 (Debtor engaging services from contractor)
Savant Alaska, LLC	Glacier Services	701 WEST 8TH AVE Anchorage, AK 99501	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Glacier Services	701 WEST 8TH AVE Anchorage, AK 99501	Work order GSI004 (Debtor engaging services from contractor)
Savant Alaska, LLC	Mears Group	4500 N Mission Rd Rosebush, MI 48878	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Mears Group	4500 N Mission Rd Rosebush, MI 48878	Work order MEA001 (Debtor engaging services from contractor)
Savant Alaska, LLC	Mistras	2410 Azurite Crt #B Anchorage, AK 99507	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Mistras	2410 Azurite Crt #B Anchorage, AK 99507	Terms & Condition Contract (Debtor engaging services from contractor)
Savant Alaska, LLC	NANA	5600 B Street Anchorage, AK 99518	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	NANA	5600 B Street Anchorage, AK 99518	Work order 2011-001 (Debtor engaging services from contractor)
Savant Alaska, LLC	NRC ALASKA LLC/EMERALD	425 OUTER SPRINGER LOOP Palmer, AK 99645	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Pollard Wireline	PO BOX 1360 Kenai, AK 99611	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Pollard Wireline	PO BOX 1360 Kenai, AK 99611	Work order PW001 (Debtor engaging services from contractor)
Savant Alaska, LLC	Stoel Rives	510 L St Anchorage, AK 99501	Terms & Condition Contract (Debtor engaging services from contractor)
Savant Alaska, LLC	Swift	3111 DENALI ST Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)
Savant Alaska, LLC	Swift	3111 DENALI ST Anchorage, AK 99503	Work order SW006 (Debtor engaging services from contractor)

Savant Alaska, LLC	Tex R us, LLC	2525 BLUEBERRY RD Anchorage, AK 99503	Terms & Condition Contract (Debtor engaging services from contractor)
Savant Alaska, LLC	The Odom Group	240 W 1st St Anchorage, AK 99501	Terms & Condition Contract /soda machine rental (Debtor engaging services from contractor)

EXHIBIT B

Cure Schedule

Debtor	Contract/Lease Counterparty	Address	Description of Contract or Lease and Nature of Debtor's Interest.	Cure Amount
Anchor Point Energy, LLC	Alaska Pipeline Company, an affiliate of ENSTAR Natural Gas Company	36225 Kenai Spur Hwy Kenai, AK 99669	Low Volume Interconnection Agreement -- Debtor and Enstar interconnect their pipeline under this agreement	\$0.00
Anchor Point Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	North Fork Pipeline Right of Way Lease, ADL 230928. (Debtor is lessee of Non-Residential Real Estate)	\$0.00
Cook Inlet Energy, LLC	ACS	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	ACS Assume and Release	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	ACS Assume and Release	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	ACS Business Service Contract	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Acuren USA, Inc.	P.O. Box 846313 Dallas, TX 75284-6313	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Advisory Inspection Operations Co., LLC (AIO LLC)	460 St. Michaels Drive, Suite 801 Santa Fe, NM 85705	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Aetna Life Insurance Company	McGuireWoods LLP Attn: Paul J. Catanese 77 West Wacker Drive Suite 4100 Chicago, IL 60601-1818	Aetna Employee Insurance Plan Documents	\$0.00
Cook Inlet Energy, LLC	Alaska Anvil, Inc.	509 W 3rd Avenue Anchorage, AK 99501	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Chadux Corporation	2347 Azurite Court Anchorage, AK 99507	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement	P.O. Box 196666 Anchorage, AK 99519-6666	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement - 3 YR Term	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement - 3 YR Term	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement - 3 YR Term	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement - 3 YR Term; Amendment	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement - 3 YR Term; Amendment	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Communications Enterprise Services Agreement -1 YR Term	P.O. Box 196666 Anchorage, AK 99519-6666	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Crane Consultants	PO Box 1531 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Digline, Inc.	11901 Business Blvd Suite 101 Eagle River, AK 99577	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Earth Sciences, Inc. (AES)	11401 Olive Lane Anchorage, AK 99515-3062	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska East	P.O. Box 842 Soldotna, AK 99669	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Alaska Electric & Energy Cooperative, Inc.	3977 Lake Street Homer, AK 99603	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	Alaska Pipeline Company	3000 Spenard Road Anchorage, AK 99503	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	Alaska Pipeline Company/ENSTAR Natural Gas Company	3000 Spenard Road Anchorage, AK 99503	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	AliTek	19627 I-45 North, Suite 700 Spring, TX 77388	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	American Marine	6000 A Street Anchorage, AK 99518	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	APWP, Inc. DBA Alaska Pure Water Products	301 East International Airport Rd Anchorage, AK 99518	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Arctic Aviation Safety LLC	12110 Business Blvd. Suite A06 - 122 Eagle River, AK 99577	Master Service Agreement - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	Armstrong Cook Inlet, LLC et al	1421 Blake Street Denver, CO 80202	Purchase and Sale Agreement - Debtor is purchaser	\$0.00
Cook Inlet Energy, LLC	Associated Services	P.O. Box 1908 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$855.00
Cook Inlet Energy, LLC	Atlas Inspection Technologies, Inc.	500 Eliot Avenue W. Seattle, WA 98119	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Beacon Occupational Health & Safety Services	Lockbox #631101 P.O. Box 3852 Seattle, WA 98124-3852	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Beacon OHSS	Lockbox #631101 P.O. Box 3852 Seattle, WA 98124-3852	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	BOS solutions	Dept. 3096 P.O. Box 123096 Dallas, TX 75312-3096	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	BP Consulting, Inc.	1850 Denais Road Duson, LA 70529	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Data Storage, Trade and License Agreement - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC	Brammer Engineering, Inc.	PO Box 301670 Dallas, TX 75303-1670	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Bureau of Indian Affairs/Barbara M. Stevens	3601 C Street, Suite 1100 Anchorage, AK 99505-5974	Easement Agreement (Mosquito) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Bureau of Indian Affairs/Heirs of Alec Dolchok	3601 C Street, Suite 1100 Anchorage, AK 99505-5974	Easement Agreement (WMRU) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Cardno, Inc.	P.O. Box 123422 Dallas, TX 75312-3422	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	CH ₂ M Hill Alaska, Inc.	Attn: Accounts Receivable 1500 International Drive Spartanburg, SC 29303-6745	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Chosen Construction, Inc.	P.O. Box 1787 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	Chugach Electric Association, Inc.	PO Box 196300 Anchorage, AK 99519-6300	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	Cimmarron Engineering, LLC	230 E. King Avenue Kingsville, TX 78363	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	CISPRI Limited Partners	51377 Kenai Spur Highway Kenai, AK 99611-9269	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	CISPRI Partners Limited Partnership	51378 Kenai Spur Highway Kenai, AK 99611-9270	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Completion & Intervention Specialists of Alaska Inc.	1120 Huffman Rd. Suite 24, #644 Anchorage, AK 99515	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Gas Gathering System	P.O. Box 61567 Houston, TX 77208-1567	CIGGS Facilities Connection and Reimbursement Agreement - Debtor is user/lessee	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Pipeline Company	1201 Louisiana St Suite 1400 Houston, TX 77002	CIPL/CIE Settlement Agreement - Debtor is beneficiary	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Pipeline Company	1201 Louisiana St Suite 1400 Houston, TX 77002	Vendor Contract - Debtor engaging services from shipper	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Region, Inc. (CIRI)	725 E. Fireweed Lane Anchorage, AK 99503	10/28/2002 Subsurface Easement Agreement (KPF to Trading Bay) - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Region, Inc. (CIRI)	725 E. Fireweed Lane Anchorage, AK 99503	3/31/1995 Subsurface Pipeline Easement (WMRU) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Region, Inc. (CIRI)	725 E. Fireweed Lane Anchorage, AK 99503	Easement Agreement (part of North Fork Pipeline assigned to CIE by Armstrong Cook Inlet) - Non-Residential Real Property	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Region, Inc. (CIRI)	725 E. Fireweed Lane Suite 800 Anchorage, AK 99503	O&G Lease - C060324 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Cook Inlet Region, Inc. (CIRI)	725 E. Fireweed Lane Anchorage, AK 99503	Subsurface Access Easement (part of West Foreland General Agreement) - Non-Residential Real Property - Debtor is lessee	\$0.00

Cook Inlet Energy, LLC	Cook Inlet Regional Citizens Advisory Council (Cook Inlet RCAC)	8195 Kenai Spur Highway Kenai, AK 99611-8033	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	D & D Equipment Service	P.O. Box 694 Sterling, AK 99672	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Dakota Software Corp	P.O. Box 18559 Rochester, NY 14618	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Dan E. Dickinson, CPA	3852 Wesleyan Drive Anchorage, AK 99508	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Data Tel Service, Inc. dba Unlimited Conferencing	591 Redwood Hwy Ste 5275 Mill Valley, CA 94941	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Desert Air Transport, Inc.	4001 Old International Airport Road Unit #9 Anchorage, AK 99502	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Dowland-Bach Corporation	6130 Tuttle Place, Suite 100 Anchorage, AK 99507	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Doyon Remote Facilities & Services, LLC	11500 C Street Suite 200 Anchorage, AK 99515	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	DTC Energy Group, Inc.	518 17th Street Suite 650 Denver, CO 80202	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	EFA Technologies	2701 Del Paso Road Suite 130-385 Sacramento, CA 95835	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Escopeta Oil Company, LLC	5005 Riverway, Suite 440 Houston, TX 77056	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	ESRI	380 New York Street Redlands, CA 92373	Software License - Debtor is licensee	\$0.00

Cook Inlet Energy, LLC	ESS Support Services	201 Post Road Anchorage, AK 99501	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Everts Air Fuel, Inc.	P.O. Box 60908 Fairbanks, AK 99706	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	F.G.C. Safety and Logistics, LLC	1635 S. Whitby Lane Eagle, ID 83616	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Fire Control Systems, Inc.	P.O. Box 9 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Furie Operating Alaska, LLC	100 Enterprise Avenue League City, TX 77573	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	GCI	P.O. Box 99001 Anchorage, AK 99509-9001	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	GCI (General Communications Inc.)	P.O. Box 99001 Anchorage, AK 99509-9001	Master Service Agreement - Debtor engaging services from contractor	\$1,463.00
Cook Inlet Energy, LLC	GCI Guaranteed Value Agreement	P.O. Box 99001 Anchorage, AK 99509-9001	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Global Diving & Salvage, Inc. dba Global Technical Services	3840 W. Marginal Way SW Seattle, WA 98106	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Global Nitrogen Services	2525 Riverside Parkway Grand Junction, CO 81501	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	GlobalView Software, Inc.	Dept CH 71983 Palatine, IL 60055-7983	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	HDR Alaska, Inc.	2525 C Street, Suite 205 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Heat & Frost Insulation, Inc.	P.O. Box 1678 Soldotna, AK 99669	Master Service Agreement - Debtor engaging services from contractor	\$403.76
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Consent to License Seismic Data to Hilcorp Letter dated 12/21/11 -- Debtor is licensor	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Lease Exchange Agreement - Debtor's interest in lease exchange agreement	\$0.00

Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Request for Assignment of Interest from PERL to CIE - Consent to Assign PERL assets to CIE - Debtor is owner	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Transfer Agreement from PERL to CIE - Letter agreement signed 12/16/11 - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Transfer Agreement from PERL to CIE- Approval of transfer of Data license agreement dated 12/29/04 - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	9/29/2005 Easement (Trading Bay) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	P.O. Box 61567 Houston, TX 77208-1567	Access agreement to Otter/Olson Creek - Debtor is user/lessee	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	2525 C Street, Suite 500 Anchorage, AK 99503	ADL 18758 Sabre Farmout Agreement - Debtor is farmee	\$0.00
Cook Inlet Energy, LLC	Hilcorp Alaska, LLC	2525 C Street, Suite 500 Anchorage, AK 99503	airstrip/barge landing/road use agreement - Debtor is user/lessee	\$0.00
Cook Inlet Energy, LLC (as successor to Forcenergy)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Letter Agreement for data processing effective date 5/1/2000 - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forcenergy)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	NMGS 3D seismic Agreement - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forcenergy)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Joint Seismic Survey Agreement - 3D seismic Survey in Trading Bay Area - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forcenergy)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Redoubt Shoal 3D Seismic Agreement - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forcenergy)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Trading Bay3D Reprocessing - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Data License Agreement - non-exclusive use of seismic data - Debtor is user/licensee	\$0.00

Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Data License Agreement Gulf68 survey- non-exclusive use of seismic data - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Seismic Data Trade & License Agreement NMGS - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Seismic Data Use License - Debtor is licensee	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Transfer Agreement to PERL - Consent to assign Agreement from Forest Oil to PERL. - Debtor is owner	\$0.00
Cook Inlet Energy, LLC (as successor to Forest Oil Corporation)	Hilcorp Alaska, LLC, as successor to Unocal	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Data Storage, Trade and License Agreement - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC	Horizontal Rental	1111 N Austin Street Seguin, TX 78155	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Hydrocarbon Data Systems	P.O. Box 41508 Houston, TX 77241-1508	HDS2000 Software License Transfer	\$0.00
Cook Inlet Energy, LLC	Hydrocarbon Data Systems	P.O. Box 41508 Houston, TX 77241-1508	Agreement to license HDS Log Analysis Program, Network Kernel and obtain routine maintenance	\$0.00
Cook Inlet Energy, LLC	IHS General Agreement for the provision of IHS Products and Services	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	IHS Global Software Agreement	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Petra Software Purchase (1/30/14)	\$0.00
Cook Inlet Energy, LLC	IHS Global Software Agreement	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Kingdom Software Purchase (1/31/14)	\$0.00
Cook Inlet Energy, LLC	IHS Global Software Agreement - Subscription	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	IHS Global Software Agreement - Subscription Order Form	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	IHS Global Software M&S	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	IHS Global Software M&S (Network, Bitlock)	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	IHS Global Software M&S (Network, Bitlock, Subscription)	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	IHS Global, Inc.	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Industrial Instrument Services, Inc.	300 Airport Way Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	J & C Construction, LLC	P.O. Box 100760 Anchorage, AK 99510-0760	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Jessen Consulting Services, LLC	P.O. Box 900 Lone Grove, OK 73443	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	John Nicholson dba JCN Consulting	1801 River Ridge Lane Tuttle, OK 73089	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Kenai Beluga Pipeline, LLC	3800 Centerpoint Drive Suite 1400 Anchorage, AK 99503	Vendor Contract - Debtor engaging services from shipper	\$0.00
Cook Inlet Energy, LLC	Kenai Peninsula Borough	144 North Binkley Street Soldotna, AK 99669	Pole Island Parcel Lease (Transforeland Pipeline, east side) - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Konica Minolta Service Contracts - C454E	Dept. 2366 Dallas, TX 75312-2366	Service Provider - (10/21/13) Eagle Copier, 3rd Floor Debtor leasing copier and engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Konica Minolta Service Contracts - C454E	Dept. 2366 Dallas, TX 75312-2366	Service Provider - (5/14/14) Arctic Fox Copier, 4th Floor Debtor leasing copier and engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Konica Minolta Service Contracts - C754	Dept. 2366 Dallas, TX 75312-2366	Service Provider - Debtor is leasing C754 Copier and engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Landmark Graphics	10200 Bellaire Blvd. Houston, TX 77072-5206	Perpetual Software License	\$0.00
Cook Inlet Energy, LLC	Landmark Graphics	10200 Bellaire Blvd. Houston, TX 77072-5206	Additional Software Maintenance	\$0.00

Cook Inlet Energy, LLC	Landmark Graphics Corporation	10200 Bellaire Blvd. Houston, TX 77072-5206	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Larson Engineering & Design, P.C.	215 Fidalgo Avenue, Suite 203 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Little Red Services, Inc.	3700 Centerpoint Drive, Suite 1500 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Lorence B. Snodgrass	900 5th St Anchorage, AK 99501	11/6/1962 Easement (West Foreland area) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Lorence B. Snodgrass	900 5th St Anchorage, AK 99501	5/23/1978 Easement (West Foreland area) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	MapMakers - Cook Inlet Lease Database Subscription	Brigitte E Lively DBA Mapmakers Alaska 259 South Alaska St Palmer, AK 99645	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Mistras Group, Inc.	195 Clarksville Road Princeton Junction, NJ 08550	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	NES Alaska LLC	9525 King Street Anchorage, AK 99513	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	New Tech Global Ventures, LLC	P.O. Box 4724 msc 800 Houston, TX 77210	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Nordaq Energy, Inc.	3000 A Street Suite 410 Anchorage, AK 99503	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	North Slope Telecom, Inc.	2020 E. Dowling Road, Suite 3 Anchorage, AK 99518	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Northland Pumping Services, Inc.	7501 E. 140th Avenue Anchorage, AK 99516	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Norton Corrosion Limited, LLC	P.O. Box 2014 Woodinville, WA 98072	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	O'Brien's Response Management, Inc.	P.O. Box 534967 Atlanta, GA 30353-4967	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Offshore Systems-Kenai	P.O. Box 8505 Nikiski, AK 99635-8505	Vendor Contract - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	PacSeis, Inc.	5400 Rosedale Highway Bakersfield, CA 93308	Seismic Data License Agreement - Need to located signed copy - Debtor is user/licensee	\$0.00
Cook Inlet Energy, LLC	Peach Investments, LLC	P.O. Box 93288 Anchorage, AK 99509-3288	Office Lease in Anchorage - Nonresidential Property Lease	\$0.00
Cook Inlet Energy, LLC	Peak Oilfield Services	2525 C Street, Suite 201 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Priority Energy Holdings, LLC & Subsidiaries	5821 W. Sam Houston Parkway N #500 Houston, TX 77041	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	R&J Technical Services	3250 N. 750 E. Layton, UT 84041	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Rediske Family Partnership	P.O. Box 7079 Nikiski, AK 99635	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Rockford Corporation	6700 Arctic Spur Road Anchorage, AK 99518	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC (as assignee of Pacific Energy Resources LTD)	Sabine Oil & Gas Corporation, as successor to Forest Oil Corporation	1415 Louisiana, Suite 1600 Houston, TX 77002	Seismic Contract - Letter Agreement - Amendment of asset sale Agreement between PERL & Forest Oil Corporation May 24, 2007 - Debtor is owner	\$0.00
Cook Inlet Energy, LLC	Salamatof Native Association	230 Main Street Loop Kenai, AK 99611	8/1/2002 Dry Storage Pad Lease - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Salamatof Native Association	230 Main Street Loop Kenai, AK 99611	8/27/1999 West Foreland Surface Permit - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Salamatof Native Association	230 Main Street Loop Kenai, AK 99611	Surface Easement (part of West Foreland General Agreement) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Satellite Alaska	2208 Cleveland Avenue Anchorage, AK 99517	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Schlumberger Information Solutions	5599 San Felipe Suite 100 Houston, TX 77056-2722	Service Provider - Debtor is licensing software and engaging related services from contractor under contract consisting of Standard Terms and Conditions, Conditions for Software Use and Maintenance and Remote Support Terms	\$3,556.44

Cook Inlet Energy, LLC	Schneider Electric Software (Wonderware)	26561 Rancho Parkway South Lake Forest, CA 92630	Software License - Debtor is licensee	\$0.00
Cook Inlet Energy, LLC	Sierra Hamilton, LLC	777 Post Oak Blvd., Suite 400 Houston, TX 77056	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	SLR International Corp	3401 Minnesota Drive, Suite 300 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	SLR International Corp.	22118 20th Ave SE, G-202 Bothell, WA 98021	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	SMT Kingdom - Purchase Letter	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software License - Debtor is licensee of Bitlock (Unnetworked Standalone Systems) (assigned by Pacific Energy to Debtor by Pacific Energy Alaska Operating on 2/19/10)	\$0.00
Cook Inlet Energy, LLC	SMT Kingdom - Purchase Letter	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software License - Debtor is licensee with respect to Network (assigned by Pacific Energy to Debtor by Pacific Energy Alaska Operating on 2/19/10)	\$0.00
Cook Inlet Energy, LLC	SMT Kingdom - Purchase Letter	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software Purchase (Additional Software for Standalone System) (6/30/11)	\$0.00
Cook Inlet Energy, LLC	SMT Kingdom - Purchase Letter	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software Purchase (Software Upgrade for Network) (6/30/11)	\$0.00
Cook Inlet Energy, LLC	SMT Kingdom - Purchase Letter	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software Purchase (Software Upgrade for Network) (6/30/11)	\$0.00
Cook Inlet Energy, LLC	SMT Software License Assignment Agreement	Department 2327 P.O. Box 122327 Dallas, TX 75312-2327	Software License - Debtor is licensee	\$0.00
Cook Inlet Energy, LLC	Solar Turbines Incorporated	P.O. Box 301087 Dallas, TX 75303-1087	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	SolstenXP Inc.	406 W. Fireweed Lane, Suite 101 Anchorage, AK 99503	Master Service Agreement - Debtor engaging services from contractor	\$0.00

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 388233- Non-Residential Real Property operated by and jointly held with Aurora - Debtor is lessee	\$0.00 (Subject to approval of the settlement set forth in section 3.09 of the Plan)
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 47562 - Non-Residential Real Property - Debtor is lessee	\$0.00 (Subject to approval of the settlement set forth in section 3.09 of the Plan)
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 47567 - Non-Residential Real Property - Debtor is lessee	\$0.00 (Subject to approval of the settlement set forth in section 3.09 of the Plan)
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1260 Anchorage, AK 99501	ADL 227954 Pipeline Easement (Redoubt) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1260 Anchorage, AK 99501	ADL 228217 Comms Easement (Redoubt) - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Exploration License - ADL 391794 - Non-Residential Real Property - Debtor is licensee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 17594 Seg. 3- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 17597 Seg. 1- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 17602 Seg. 1- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 18730 Seg. 3- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 18758 Seg. 1- Non-Residential Real Property - Debtor is lessee	\$0.00

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 18777 Seg. 1- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 2095 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 359111- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 359112- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 374002 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 378114- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 381003 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 381201 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 381203 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 390368 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 390579- Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 390603 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 390749- Non-Residential Real Property - Debtor is lessee	\$0.00

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391210 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391211 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391608 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391613 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391614 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391615 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391621 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391623 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391624 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391626 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 391877 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392210 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392396 - Non-Residential Real Property - Debtor is lessee	\$0.00

Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 392397 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Suite 1100 Anchorage, AK 99501	O&G Lease - ADL 733 - Non-Residential Real Property - Debtor is lessee	\$0.00
Cook Inlet Energy, LLC	Summit ESP, LLC	835 W. 41st Street S. Tulsa, OK 74107	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Surveyors Exchange Co., Inc.	P.O. Box 111037 Anchorage, AK 99511	Service Provider - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Swift Technical Services LLC	3050 Post Oak Blvd. #1450 Houston, TX 77056	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Team Industrial Services, Inc.	PO Box 533 Kenai, AK 99611	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	TerraSond Limited	1617 S. Industry Way, Suite 3 Palmer, AK 99645	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Tesoro Alaska Company, LLC	19100 Ridgewood Parkway San Antonio, TX 78259	Gas Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	Tesoro Alaska Company, Trans-Foreland Pipeline Company, LLC	19100 Ridgewood Parkway San Antonio, TX 78259	Commercial Agreement - Debtor's interest in development agreement to construct pipeline	\$0.00
Cook Inlet Energy, LLC	Tesoro Refining and Marketing Company	19100 Ridgewood Parkway San Antonio, TX 78259	Oil Supply Contract - Debtor is selling party	\$0.00
Cook Inlet Energy, LLC	Thomson Reuters, LLC	3 Times Square New York, NY 10036	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Tripoint, LLC	7015 Portwest Drive, Suite 160 Houston, TX 77027	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	TS&H Automation Services	31343 Misty Mountain Circle Eagle River, AK 99577	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Tyonek Contractors, LLC	1689 C Street, Suite 219 Anchorage, AK 99501	Master Service Agreement - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	Walter S. Page dba Page Hill Communications	P.O. Box 2816 Kenai, AK 99611	Vendor Contract - Debtor engaging services from contractor	\$0.00
Cook Inlet Energy, LLC	XTO Energy Inc.	PO Box 730587 Dallas, TX 75373-0587	Tower Lease Agreement - Debtor is lessee	\$0.00

Miller Energy Resources, Inc.	Adam Williams	1051 Snowhill Avenue Wasilla, AK 99654	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Anna Corcoran	5675 Eagle Crest Lane Knoxville, TN 37921	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Anna Corcoran	5675 Eagle Crest Lane Knoxville, TN 37921	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	BOS Solutions, Inc.	PO Box 123096 Dallas, TX 75312-3096	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Chris Headrick	1774 Derby Downs Drive Knoxville, TN 37737	Separation Agreement--related t termination of consulting services provided to Debtor by Mr. Headrick	\$0.00
Miller Energy Resources, Inc.	Chris Reneau	701 South Lake Drive Oneida, TN 37841	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Cindy Webb	1620 Pine Grove Road Winfield, TN 37892	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Corum Pump Service and Well Drilling, LLC	7311 Ashville Highway Knoxville, TN 37924	Agreement to sell MER's vehicle	\$0.00
Miller Energy Resources, Inc.	Courtney Rust	900 E. Pecan Street, Suite 300-101 Pflugerville, TX 78660	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Darren LaBean	5407 Summitridge Lane Knoxville, TN 37921	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	David Hall	48110 David Hall Road Kenai, AK 99611	Purchase and Sale Agreement of equity interest in CIE to Debtor, contains indemnification provisions from the sellers to Miller	\$0.00
Miller Energy Resources, Inc.	David Wright	304 Canongate Road Kingsport, TN 37660	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Don Turkleson	6311 Rodrigo Street Houston, TX 77007	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	Equisolve, LLC	2455 E Sunrise Boulevard, #1201 Ft. Lauderdale, FL 33304	Website Agreement--Debtor engaged website hosting and editing services	\$418.14
Miller Energy Resources, Inc.	Eugene Lockyear	132 Camavon Parkway Nashville, TN 37205	Severance & release agreement between Debtor and former employee	\$0.00

Miller Energy Resources, Inc.	Frances Lee	2207 Woods-Smith Road Knoxville, TN 37921	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Heather Simpson	10871 Fuerte Drive La Mesa, CA 91941	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Jessica Cumbee	101 W. Jackson Avenue, #4 Knoxville, TN 37902	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	Karen Brown	4120 Edinburgh Drive Anchorage, AK 99502	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Kevin DeLeon	82 N. Franklin Turnpike HoHoKus, NJ 07423	Release Agreement and Amendment to Warrants--related to termination of services of consultant to Debtor	\$0.00
Miller Energy Resources, Inc.	Kinder Morgan, Inc.	1001 Louisiana Houston, TX 77002	Lease of Houston Office space by Debtor as lessee (Non-Residential Property Lease)	\$89,194.55 (Subject to approval of the settlement set forth in pending motion [Docket No. 458])
Miller Energy Resources, Inc.	Kurt Yost	803 Gratz Street Knoxville, TN 37917	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	Marceau Schlumberger	18 Dante Street Larchmont, NY 10538	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	Merrill McPeak	123 Furnace Street Lake Oswego, OR 97034	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	P2ES Holdings, LLC	PO Box 122365 Dallas, TX 75312-2365	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Pason Offshore Corp	16035 Table Mountain Parkway Golden, CO 80403	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Paul Boyd	8125 Ainsworth Drive Knoxville, TN 37909	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00

Miller Energy Resources, Inc.	Pellissippi Pointe II, LLC	9721 Cogdill Road, Suite 301 Knoxville, TN 37932	Operating Agreement of Pellissippi Point II LLC	\$0.00
Miller Energy Resources, Inc.	Pellissippi Pointe, LLC	9721 Cogdill Road, Suite 301 Knoxville, TN 37932	Operating Agreement of Pellissippi Point LLC	\$0.00
Miller Energy Resources, Inc.	Pirtle Bates	32937 Rio Grande Lae Soldatna, AK 99609	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Randy Anderson	PO Box 2014 Kenai, AK 99611	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Rebecca Latiff	4216 Eiffel Lane Knoxville, TN 37938	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Regina Collette	6513 Bob Varner Road Knoxville, TN 37918	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Resource Energy Solutions, Inc.	410 Petrowest Plaza 1210 - 8th Street SW Calgary, Alberta T2R 1L3 Canada	Licensing for Wellman, AFE Manager and SaaS fro 10 users through Dec 19, 2015 and, by amendment dated 10/20/2015 for 5 users from Dec 20, 2015 through Dec 19, 2016. Debtor's Signature to the 2013 Agreement is missing, though the Amendment is fully signed and we have been using the licenses. Debtor is licensee.	\$0.00
Miller Energy Resources, Inc.	Rick L. Kirby	127 Clear Cove Court Lenoir City, TN 37772	Assignment and Assumption of Membership Interest by Debtor from Seller, Kirby, in Pellissippi Point, LLC	\$0.00
Miller Energy Resources, Inc.	Rick L. Kirby	127 Clear Cove Court Lenoir City, TN 37772	Assignment and Assumption of Membership Interest by Debtor from Seller, Kirby, in Pellissippi Point II, LLC	\$0.00
Miller Energy Resources, Inc.	Robert H. Patterson	12844 Highway 70 East Lenoir City, TN 37772	Assignment and Assumption of Membership Interest by Debtor from Seller, Patterson, in Pellissippi Point, LLC	\$0.00
Miller Energy Resources, Inc.	Robert H. Patterson	12844 Highway 70 East Lenoir City, TN 37772	Assignment and Assumption of Membership Interest by Debtor from Seller, Patterson, in Pellissippi Point II, LLC	\$0.00

Miller Energy Resources, Inc.	Seaport Global Securities, LLC	360 Madison Avenue, 23rd Floor New York, NY 10017	Engagement Letter Agreement--changed scope of services provided to Debtor by SGS to include bankruptcy and reorganization matters	\$0.00
Miller Energy Resources, Inc.	Sonja Kulseng-Hansen	1005 Ledgerwood Avenue Knoxville, TN 37917	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Starichkof Enterprises	PO Box 50 Anchor Point, AK 99556	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Steve Armstrong	PO Box 5152 Oneida, TN 37841	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Teresa Cotton	988 Airport Road Oneida, TN 37841	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	The IT Company	10820 Murdock Road, Suite 100 Knoxville, TN 37932	IT Services for Knoxville and Houston Offices, as amended-Debtor engaged IT Service Company	\$45,000.00 (Subject to the settlement set forth in the pending motion [Docket No. 421])
Miller Energy Resources, Inc.	Tripoint Alaska, LLC	1104 Highway 93 N Scott, LA 70583	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Troy Stafford	3201 Discovery Bay Drive Anchorage, AK 99515	Purchase and Sale Agreement of equity interest in CIE to Debtor, contains indemnification provisions from the sellers to Miller	\$0.00
Miller Energy Resources, Inc.	Tyler Wagner	3320 E. Beech Way, #2 Wasilla, AK 99654	Severance & release agreement between Debtor and former employee	\$0.00
Miller Energy Resources, Inc.	Udelhoven Oilfield Systems Services, Inc.	184 E. 53rd Avenue Anchorage, AK 99518	Vendor Settlement Agreement--Settling claims for unpaid amounts owed by Debtor to service provider	\$0.00
Miller Energy Resources, Inc.	Walter Wilcox	2804 West 35th Avenue Anchorage, AK 99517	Indemnification Procedures Agreement--contains procedures relating to indemnification by Debtor of employee	\$0.00
Miller Energy Resources, Inc.	Walter Wilcox	2804 West 35th Avenue Anchorage, AK 99517	Purchase and Sale Agreement of equity interest in CIE to Debtor, contains indemnification provisions from the sellers to Miller	\$0.00

Nutaaq Operating, LLC	Adam Williams	1051 Snowhill Avenue Wasilla, AK 99654	Severance & release agreement between Debtor and former employee	\$0.00
Nutaaq Operating, LLC	Aetna Life Insurance Company	McGuireWoods LLP Attn: Paul J. Catanese 77 West Wacker Drive Suite 4100 Chicago, IL 60601-1818	Aetna Employee Insurance Plan Documents	\$0.00
Nutaaq Operating, LLC	Randy Anderson	PO Box 2014 Kenai, AK 99611	Severance & release agreement between Debtor and former employee	\$0.00
Nutaaq Operating, LLC	Savant Alaska, LLC	601 W 5th Avenue Suite 310 Anchorage, AK 99501	Operating Agreement between Savant and Nutaaq Operating	\$0.00
Savant Alaska, LLC	Acuren	600 E. 57TH PLACE Anchorage, AK 99518	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Advanced Supply Chain	3201 C STREET Anchorage, AK 99511-2212	Master Service Agreement/labor no personnel at Badami (Debtor engaging services and labor from contractor)	\$0.00
Savant Alaska, LLC	AK Chadux	2347 Azurite Court Anchorage, AK 99507	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	AK Clean Seas	4720 Business Park Blvd Anchorage, AK 99503	Master Service Agreement/Customer Service Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	AK Clean Seas	4720 Business Park Blvd Anchorage, AK 99503	Master Service Agreement /response action (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	AK Clean Seas	4720 Business Park Blvd Anchorage, AK 99503	Master service Agreement/ Mutual Aid (Debtor engaging services from contractor)	\$47,000.00
Savant Alaska, LLC	AK Metrology Calibration	224 E. 54TH AVE Anchorage, AK 99518	Master Service Agreement /calibration services (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	AK Source Testing LLC	520 W 58th Unit A Anchorage, AK 99507	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	ASRC Energy Services Alaska, Inc.	3900 C Street, Suite 701 Anchorage, AK 99503	Master Service Agreement dated November 12, 2014 and previously assumed by Order of the Bankruptcy Court [Docket No. 435]	\$0.00

Savant Alaska, LLC	ASRC Energy Services-Houston Contracting Company, Inc.	3900 C Street, Suite 701 Anchorage, AK 99503	Master Service Agreement dated July 15, 2015 and previously assumed by Order of the Bankruptcy Court [Docket No. 435]	\$0.00
Savant Alaska, LLC	Atmos International Inc.	3100 E. Miraloma Anaheim, CA 92806	Terms & Condition Contract /leak detection support (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Baker Hughes	795 East 94th Anchorage, AK 99515	Master Service Agreement/down hole equipment (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	Beacon	800 Cordova Anchorage, AK 99501	Master Service Agreement / pa's and drug tests (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Boots & Coots	P.O. BOX 201893 Houston, TX 77086	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	BP	900 EAST BENSON BLVD Anchorage, AK 99519	Master Service Agreement /west dock (Debtor engaging services from contractor)	\$1,000.00
Savant Alaska, LLC	BP	900 EAST BENSON BLVD Anchorage, AK 99519	Master Service Agreement /road use badges (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	BP	900 EAST BENSON BLVD Anchorage, AK 99519	Master Service Agreement /pbu equip and svs (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	BP	900 EAST BENSON BLVD Anchorage, AK 99519	Master Service Agreement/grind & Inject (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Purchase and Sale Agreement (Badami Assets)	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Badami Transitional Services Agreement (BPXA to Savant)	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Badami Transitional Services Agreement (Savant to BPXA)	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Assignment, Conveyance and Bill of Sale (BPXA Interests in Badami Assets)	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Crude Oil Purchase Agreement	\$0.00
Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Seismic License Agreement Badami 3D (Debtor is Licensee)	\$303.66

Savant Alaska, LLC	BP Exploration (Alaska) Inc.	900 E Benson Blvd. Anchorage, AK 99508	Seismic License Agreement Mikkelsen Bay (debtor is Licensee)	\$303.66
Savant Alaska, LLC	C Company	17 ADAK AVE Fairbanks, AK 99701	Master Service Agreement/rental equip (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	CCI industrial	5015 BUSINESS PARK BLVD Anchorage, AK 99503	Master Service Agreement/liner repairs (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	CH2M Hill	1500 International Dr. Spartanburg, NC 29303-6745	Master Service Agreement/const equip (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	Completion & Intervention Specialists of Alaska Inc.	1120 Huffman Rd. Anchorage, AK 99515	Terms & Condition Contract/pipeline related (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Cruz Construction	7000 East Palmer Wasilla Hwy Palmer, AK 99645	Master Service Agreement /steiger rental/personnel (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	Cruz Marine	7000 East Palmer Wasilla Hwy Palmer, AK 99645	Master Service Agreement /barges (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	Delta Contractor	4040 B ST Anchorage, AK 99503	Master Service Agreement /craft labor (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Delta Leasing	8101 Dimond Hook Dr. Anchorage, AK 99507	Master Service Agreement /rental truck (Debtor engaging services and use of equipment from contractor)	\$0.00
Savant Alaska, LLC	ECO Global Solutions	2701 Johnston St Lafayette, LA 70503	Master Service Agreement /drilling fluids (Debtor acquiring drilling fluid from contractor)	\$0.00
Savant Alaska, LLC	EEIS Consulting Engineers	4400 Business Park Blvd Ste B100 Anchorage, AK 99503	Master Service Agreement/design build engineering (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	eWebOO/Overnight	1212 N. Valasco St Angleton, TX 77515	Terms & Condition Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	ExeLis Inc.	12930 WORLDGATE DRIVE Hendon, VA 20170	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	ExxonMobil	PO Box 951152 Dallas, TX 75395-1152	Badami-Point Thomson Infrastructure Sharing Agreement, dated Oct. 15, 2012	\$0.00

Savant Alaska, LLC	FAA	6500 South MacArthur Blvd Oklahoma City, OK 73169-6901	Terms & Condition Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	GCI	2550 Denali St Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	HDR Advantage LLC	PO Box 361 Seward, AK 99664	Terms & Condition Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Honeywell	4500 Business Park Blvd. Anchorage, AK 99503	Terms & Condition Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Kakivik Asset Management	5015 BUSINESS PARK BLVD Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Kendrick Consulting LLC	1562 S PARKER RD Denver, CO 80231	Master Service Agreement and related work order KC001 (Debtor engaging services from contractor)	\$31,716.75 (as set forth in the Assumption Order at Docket No. 316))
Savant Alaska, LLC	Marsh Creek	2000 E 88th Ave Anchorage, AK 99507	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Michael Baker Jr	500 Grant St Pittsburgh, PA 15219	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Michael Baker Jr	500 Grant St Pittsburgh, PA 15219	Work order MEA001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	National Substance Abuse	1481 Ford Street Redlands, CA 92373	Terms & Condition Contract /compliance (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	O'Briens	2929 E Imperial Hwy Brea, CA 92821	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Peak	5015 Business Park Blvd Ste 4000 Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	PENCO	6000 A STREET Anchorage, AK 99518	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	PENCO	6000 A STREET Anchorage, AK 99518	Work order PEN0005 Rev 001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Petroleum Equipment	5631 Silverado Way Anchorage, AK 99518	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Quantum Spatial	2014 Merril Field Dr. Anchorage, AK 99501	Master Service Agreement (Debtor engaging services from contractor)	\$0.00

Savant Alaska, LLC	Quantum Spatial	2014 Merrill Field Dr. Anchorage, AK 99501	Work order QS003 Rev 001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Restoration Science	911 W 8th Ste 100 Anchorage, AK 99501	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Restoration Science	911 W 8th Ste 100 Anchorage, AK 99501	Work order RSE005 Rev 001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Restoration Science	911 W 8th Ste 100 Anchorage, AK 99501	Work order RSE006 Rev 001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Restoration Science	911 W 8th Ste 100 Anchorage, AK 99501	Work order RSE004 Rev 001 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Solar Turbines	536 E. 48TH AVE Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)	\$4,548.78
Savant Alaska, LLC	Stallion Rockies LTD	950 Corbindale Houston, TX 77024	Terms & Condition Contract (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 365533 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 365535 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 367006 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 367011 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 375093 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 375094 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 377011 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 391431 - Lease by Debtor of Non-Residential Real Property	\$0.00

Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 391511 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 391512 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 391513 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 392098 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 392100 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 392340 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	State of Alaska, Department of Natural Resources	550 W. 7th Avenue Anchorage, AK 99501	Lessee - O&G Lease - ADL 392604 - Lease by Debtor of Non-Residential Real Property	\$0.00
Savant Alaska, LLC	Tern Technology	200 W 34th Ave Anchorage, AK 99503	Master Service Agreement (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Tern Technology	200 W 34th Ave Anchorage, AK 99503	Work order SW006 (Debtor engaging services from contractor)	\$0.00
Savant Alaska, LLC	Tex R Us, LLC	300 W 36th Avenue Anchorage, AK 99503	Software Sales Agreement --Sale by Savant Alaska of Ancillary rights to Savant App	\$0.00