

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter

11

☐ Check if this is an amended filingOfficial Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Vanguard Natural Resources, Inc.2. All other names debtor used in the last 8 years VNR Finance Corp.

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 80-0411494

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>5847 San Felipe</u>	
	Number Street	Number Street
	<u>Suite 3000</u>	P.O. Box
	<u>Houston TX 77057</u>	
	City State Zip Code	City State Zip Code
		Location of principal assets, if different from principal place of business
	<u>Harris County</u>	
	County	Number Street
		City State Zip Code

5. Debtor's website (URL) www.vnrenergy.com

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Vanguard Natural Resources, Inc.
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .
2111 (Oil and Gas Extraction)

8. Under which chapter of the Bankruptcy Code is the debtor filing?**Check One:**

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☒ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☐ No☒ Yes.

District

Southern District of Texas

When

02/01/2017
MM/DD/YYYY

Case number

See Rider 1

If more than 2 cases, attach a separate list.

District

When

MM/DD/YYYY

Case number

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 2

Relationship

Affiliate

District

Southern District of Texas

When

03/31/2019
MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known _____

Debtor Vanguard Natural Resources, Inc.
Name

Case number (if known) _____

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property?

Number	Street		

City	State	Zip Code	
_____	_____	_____	

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49 | <input checked="" type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets¹

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

¹ Estimated assets reflect the latest available, unaudited information and are based on the Debtor's book values.

Debtor Vanguard Natural Resources, Inc.
Name

Case number (if known) _____

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/31/2019
MM/ DD / YYYY

X/s/ R. Scott Sloan

Signature of authorized representative of debtor

R. Scott Sloan

Printed name

Title

President and Chief Executive Officer**18. Signature of attorney****X**/s/ Brian E. Schartz

Signature of attorney for debtor

Date

03/31/2019

MM/ DD/YYYY

Brian E. Schartz, P.C.

Printed name

Kirkland & Ellis LLP

Firm name

609 Main Street

Number

Street

Houston

City

Texas

State

77002

ZIP Code

(713) 836-3600

Contact phone

brian.schartz@kirkland.com

Email address

24099361

Bar number

Texas

State

Official Form 201A (12/15)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
VANGUARD NATURAL RESOURCES, INC.,)	Case No. 19-_____ (____)
Debtor.)	

Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11

1. If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 001-33756

2. The following financial data is the latest available information and refers to the debtor's condition on February 28, 2019

(a) Total assets	\$	<u>\$1,477,699,661.23²</u>	
(b) Total debts (including debts listed in 2.c., below)	\$	<u>\$1,196,354,335.36</u>	
(c) Debt securities held by more than 500 holders			
			Approximate number of holders:
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	_____	_____
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	_____	_____
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	_____	_____
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	_____	_____
secured <input type="checkbox"/> unsecured <input type="checkbox"/> subordinated <input type="checkbox"/>	\$	_____	_____
(d) Number of shares of preferred stock			<u>0</u>
(e) Number of shares of common stock			<u>20,124,080 issued and outstanding³</u>

Comments, if any: _____

3. Brief description of debtor's business: The Debtors are an oil and natural gas company with production and development activities in the Rocky Mountain, Mid-Continent, Gulf Coast, and West Texas regions of the United States.

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor:

Marathon Asset Management (24.4%), Contrarian Capital Management (16.7%), Morgan Stanley & Co. LLC (10.9%), Monarch Alternative Capital LP (10.2%), Silver Point Capital, L.P. (7.0%), J.P. Morgan Chase & Co. (6.3%), Fidelity Management & Research LLC (6.0%).

² Estimated assets reflect the latest available, unaudited information and are based on the Debtor's book values.

³ As of March 27, 2019.

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an
amended filing

Rider 1

Prior bankruptcy cases filed by the debtor within the last 8 years

Vanguard Natural Resources, LLC	Case No. 17-30560
Eagle Rock Acquisition Partnership, L.P.	Case No. 17-30570
Eagle Rock Acquisition Partnership II, L.P.	Case No. 17-30571
Eagle Rock Energy Acquisition Co., Inc.	Case No. 17-30565
Eagle Rock Energy Acquisition Co. II, Inc.	Case No. 17-30566
Eagle Rock Upstream Development Company, Inc.	Case No. 17-30568
Eagle Rock Upstream Development Company II, Inc.	Case No. 17-30569
Escambia Asset Co. LLC	Case No. 17-30573
Escambia Operating Co. LLC	Case No. 17-30574
Encore Clear Fork Pipeline LLC	Case No. 17-30572
Vanguard Natural Gas, LLC	Case No. 17-30562
Vanguard Operating, LLC	Case No. 17-30561
VNR Finance Corp.	Case No. 17-30563
VNR Holdings, LLC	Case No. 17-30564

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter 11

☐ Check if this is an amended filing

Rider 2

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Vanguard Natural Resources, Inc.

Vanguard Natural Resources, Inc.
Eagle Rock Acquisition Partnership, L.P.
Eagle Rock Acquisition Partnership II, L.P.
Eagle Rock Energy Acquisition Co., Inc.
Eagle Rock Energy Acquisition Co. II, Inc.
Eagle Rock Upstream Development Company, Inc.
Eagle Rock Upstream Development Company II, Inc.
Escambia Asset Co. LLC
Escambia Operating Co. LLC
Vanguard Natural Gas, LLC
Vanguard Operating, LLC
VNR Holdings, LLC

Shareholder	Approximate Percentage of Shares Held
Marathon Asset Management, L.P.	24.4%
Contrarian Capital Management, L.L.C.	16.7%
Morgan Stanley & Co. LLC	10.9%
Monarch Alternative Capital LP	10.2%

Fill in this information to identify the case:

Debtor name: Vanguard Natural Resources, Inc., et al.

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known): _____

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff ¹	Unsecured Claim
1	PINEDALE ENERGY PARTNERS Tyler Beaty 6100 SOUTH YALE AVENUE SUITE 800 TULSA, OK 74136	PINEDALE ENERGY PARTNERS Tyler Beaty PHONE: 918-381-2482 FAX: 918-392-3281 EMAIL: tbeaty@pinedaleep.com	Trade Claim				\$2,382,606.31
2	WGR OPERATING LP Brittany Lutz 1201 Lake Robbins Drive The Woodlands, TX 77380	WGR OPERATING LP Brittany Lutz PHONE: 832-636-1000 FAX: EMAIL: Brittany.Lutz@anadarko.com	Trade Claim				\$2,106,879.14
3	XTO ENERGY INC Janie Gamboa 22777 Springwoods Village Pkwy Spring, TX 77389	XTO ENERGY INC Janie Gamboa PHONE: 817-870-2800 FAX: 817-870-2800 EMAIL: janie_gamboa@xtoenergy.com	Trade Claim				\$978,895.89
4	ENTERPRISE JONAH GAS GATHERING Stephanie Moroz P.O. Box 4324 Houston, TX 77210-4324	ENTERPRISE JONAH GAS GATHERING Stephanie Moroz PHONE: FAX: EMAIL: JKHalladay@eprod.com	Trade Claim				\$543,979.50
5	OXY USA INC Katherine Rosenstein c/o Occidental Petroleum Corporation 5 Greenway Plaza Suite 110 HOUSTON, TX 77046-0521	OXY USA INC Katherine Rosenstein PHONE: 713-215-7000 FAX: 713-215-7095 EMAIL: katherine_roseinstein@oxy.com	Trade Claim				\$433,036.08
6	WHITE ROCK OIL & GAS LLC Robert Matejek 5810 TENNYSON PKWY STE 500 PLANO, TX 75024	WHITE ROCK OIL & GAS LLC Robert Matejek PHONE: 214-981-1400 FAX: 214-981-1401 EMAIL: royaltyinfo@whiterockog.com	Trade Claim				\$359,263.54
7	POWDER RIVER MIDSTREAM, LLC Alan J. Brown 200 N LORAIN ST #300 MIDLAND, TX 79701	POWDER RIVER MIDSTREAM, LLC Alan J. Brown PHONE: 432-682-6800 FAX: EMAIL:	Trade Claim				\$307,541.21
8	J-W POWER COMPANY Howard Westerman 15505 Wright Brothers Drive Addison, TX 75001	J-W POWER COMPANY Howard Westerman PHONE: 972-233-8191 FAX: 972-233-8191 EMAIL: info@jwenergy.com	Trade Claim				\$280,798.56
9	CORTERRA ENERGY OPERATING, LLC Valerie Mitchell 1717 S BOULDER AVE #900 TULSA, OK 74119	CORTERRA ENERGY OPERATING, LLC Valerie Mitchell PHONE: 918-615-0400 FAX: 918-615-0399 EMAIL: BCRUMP@CORTERRAENERGY.COM	Trade Claim				\$250,612.48
10	GRAND RIVER GATHERING LLC Brock Degeyter 2300 WINDY RIDGE PARKWAY #840N ATLANTA, GA 30339	GRAND RIVER GATHERING LLC Brock Degeyter PHONE: 770-504-5000 FAX: EMAIL: info@summitmidstream.com	Trade Claim				\$247,593.25

¹ The Debtors reserve the right to assert setoff and other rights with respect to any of the claims listed herein.

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim(for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
11	BACHMAN SERVICES, INC. Angela Bachman 2220 South Prospect Avenue Oklahoma City, OK 73143	BACHMAN SERVICES, INC. Angela Bachman PHONE: 405-677-8296 FAX: 405-677-8296 EMAIL:	Trade Claim				\$241,463.95
12	TOTEM WELL SERVICE, LLC 63 Lake Arthur Hwy ARTESIA, NM 88210	TOTEM WELL SERVICE, LLC PHONE: 575-746-6214 FAX: 575-746-6214 EMAIL:	Trade Claim				\$239,247.96
13	RAY WESTALL OPERATING, INC. Ray Westall 132447 Highway 82 LOCO HILLS, NM 88255	RAY WESTALL OPERATING, INC. Ray Westall PHONE: 575-677-2370 FAX: 575-677-2370 EMAIL:	Trade Claim				\$228,124.26
14	VIVA ENERGY SERVICES LLC David Kimbell, Jr. 700 Avenue E ODESSA, TX 79763	VIVA ENERGY SERVICES LLC David Kimbell, Jr. PHONE: 432-552-0800 FAX: 432-552-0800 EMAIL: davidjr@burkroyalty.com	Trade Claim				\$223,360.12
15	TRINITY OPERATING (USG) LLC John Garcia 601 TRAVIS ST., SUITE 1900 HOUSTON, TX 77002-3253	TRINITY OPERATING (USG) LLC John Garcia PHONE: 713-374-1508 FAX: EMAIL: John.garcia@nexteraenergy.com	Trade Claim				\$221,113.27
16	HILCORP SAN JUAN, LP Michael D. Fertitta 1111 Travis Street HOUSTON, TX 77002	HILCORP SAN JUAN, LP Michael D. Fertitta PHONE: 713-209-2400 FAX: 713-209-2400 EMAIL: mfertitta@hilcorp.com	Trade Claim				\$217,563.66
17	CITATION OIL & GAS CORP Alice Zhang 14077 Cutten Road HOUSTON, TX 77069-2212	CITATION OIL & GAS CORP Alice Zhang PHONE: 281-891-1000 FAX: 281-891-1000 EMAIL: dcerny@cogc.com	Trade Claim				\$211,977.69
18	MERIT ENERGY CO Terry Gottberg 13727 Noel Road Suite 1200, Tower 2 DALLAS, TX 75240	MERIT ENERGY CO Terry Gottberg PHONE: 972-701-8377 FAX: 972-701-8377 EMAIL:	Trade Claim				\$209,275.80
19	DIAMONDBACK E&P LLC Randall J. Holder 500 West Texas Ave SUITE 1200 MIDLAND, TX 79701	DIAMONDBACK E&P LLC Randall J. Holder PHONE: 432-221-7456 FAX: 432-221-7456 EMAIL: ap@diamondbackenergy.com	Trade Claim				\$200,643.33
20	BASIC ENERGY SERVICES LP Jake Havins 787 VALLEY CT GRAND JUNCTION, CO 81505	BASIC ENERGY SERVICES LP Jake Havins PHONE: 817-334-4100 FAX: 817-334-4100 EMAIL: ar@basicenergyservices.com	Trade Claim				\$193,632.44
21	OXLEY ENERGY LLC Stephen M. Oxley 13130 Memorial Dr HOUSTON, TX 77079	OXLEY ENERGY LLC Stephen M. Oxley PHONE: FAX: 713-467-1168 EMAIL: JDOMINGUEZ@OXLEYENERGY.COM	Trade Claim				\$177,690.81

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
22	DJH OIL AND GAS LLC J Standefer 712 MAIN ST #1900 HOUSTON, TX 77002	DJH OIL AND GAS LLC J Standefer PHONE: 713-228-5911 FAX: EMAIL: jstandefer@harrisoninterests.com	Trade Claim			\$170,694.35
23	Q2 ARTIFICIAL LIFT SERVICES Doug Quinn 3611 Hwy 158 MIDLAND, TX 79706	Q2 ARTIFICIAL LIFT SERVICES Doug Quinn PHONE: 432-685-2600 FAX: 432-685-2600 EMAIL: dquinn@Q2als.com	Trade Claim			\$166,392.22
24	ZATTS ELECTRIC LLC Diana Gutierrez 809 E 15th Street Denver City, TX 79323	ZATTS ELECTRIC LLC Diana Gutierrez PHONE: 806-592-7051 FAX: 806-592-7050 EMAIL: zattselectric@zatts.us	Trade Claim			\$165,846.60
25	PREMIER EQUIPMENT CORPORATION 13918 AIRLINE HWY BATON ROUGE, LA 70817	PREMIER EQUIPMENT CORPORATION PHONE: 225-755-2240 FAX: 225-755-2240 EMAIL: info@premierequipla.com	Trade Claim			\$164,756.85
26	BP AMERICA PRODUCTION COMPANY 501 Westlake Park Boulevard HOUSTON, TX 77079	BP AMERICA PRODUCTION COMPANY PHONE: 281-366-2000 FAX: 281-366-7584 EMAIL:	Trade Claim			\$161,758.54
27	RANGER WELL SERVICES, LLC Pamela Benge 119 E Washington Lovington, NM 88260	RANGER WELL SERVICES, LLC Pamela Benge PHONE: 575-390-2565 FAX: EMAIL:	Trade Claim			\$160,225.86
28	SOUTHERN PINE ELECTRIC COOP 2134 South Boulevard BREWTON, AL 36426	SOUTHERN PINE ELECTRIC COOP PHONE: 251-867-5415 FAX: 251-867-3925 EMAIL:	Utility			\$157,565.74
29	A & A TANK TRUCK CO. 576 SW Highway 2 Wilburton, OK 74578	A & A TANK TRUCK CO. PHONE: 918-465-3899 FAX: 918-465-3899 EMAIL:	Trade Claim			\$156,016.57
30	GARNER PUMP & SUPPLY INC Larry Harper 3311 Industrial Drive Hobbs, NM 88240	GARNER PUMP & SUPPLY INC Larry Harper PHONE: 575-397-4788 FAX: 575-397-4788 EMAIL: gnrmp30@hotmail.com	Trade Claim			\$138,193.62
31	CUDD PUMPING SERVICES INC 2828 Technology Forest Blvd. The Woodlands, TX 77381	CUDD PUMPING SERVICES INC PHONE: 832-295-5555 FAX: 832-295-4555 EMAIL: cpcinfo@cudd.com	Trade Claim			\$138,044.55
32	C E HARMON OIL INC 5555 E 71ST STREET STE 9300 TULSA, OK 74136	C E HARMON OIL INC PHONE: 918-663-8515 FAX: 918-663-8515 EMAIL:	Trade Claim			\$135,151.71

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
				If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
33	WHITE STAR PETROLEUM II, LLC Jeffrey J. Zanotti 301 NW 63rd Street Suite 600 OKLAHOMA CITY, OK 73116	WHITE STAR PETROLEUM II, LLC Jeffrey J. Zanotti PHONE: 405-418-8000 FAX: 405-418-8000 EMAIL: kathy.raines@wstr.com	Trade Claim			\$127,215.91
34	COASTAL CHEMICAL CO LLC Robyn Hartwell 3520 Veterans Memorial Drive Abbeville, LA 70510	COASTAL CHEMICAL CO LLC Robyn Hartwell PHONE: 337-898-0001 FAX: 337-898-0001 EMAIL: rhartwell@brenntag.com	Trade Claim			\$126,569.44
35	REEF SERVICES LLC Larry Odonnell 7906 West Highway 80 MIDLAND, TX 79706	REEF SERVICES LLC Larry Odonnell PHONE: 432-560-5600 FAX: 432-560-5633 EMAIL:	Trade Claim			\$125,943.40
36	XCEL ENERGY Scott Wilensky 414 Nicollet Mall MINNEAPOLIS, MN 55401	XCEL ENERGY Scott Wilensky PHONE: 612- 330-5500 FAX: 612- 330-5500 EMAIL: customerservice@xcelenergy.com	Utility			\$122,858.93
37	SHERIDAN PRODUCTION COMPANY, LLC Cheryl S. Phillips 1360 Post Oak Blvd. Suite 2500 Houston, TX 77056	SHERIDAN PRODUCTION COMPANY, LLC Cheryl S. Phillips PHONE: 713-548-1000 FAX: 713-548-1000 EMAIL: ar@sheridanproduction.com	Trade Claim			\$120,155.98
38	IMPACT! CHEM TECHNOLOGIES INC 10501 E Highway 80 MIDLAND, TX 79706	IMPACT! CHEM TECHNOLOGIES INC PHONE: 432-458-3500 FAX: 432-458-3500 EMAIL:	Trade Claim			\$119,336.50
39	MERCER WELL SERVICE/TWS 616 W Main St Whitesboro, TX 76273	MERCER WELL SERVICE/TWS PHONE: 903-564-3730 FAX: 903-564-3206 EMAIL:	Trade Claim			\$117,247.55
40	TRINITY ENVIRONMENTAL SWD LLC Whitney Kelly 13443 Highway 71 W SUITE 200 BEE CAVE, TX 78738	TRINITY ENVIRONMENTAL SWD LLC Whitney Kelly PHONE: 512- 582-8050 FAX: 512- 582-8050 EMAIL: accounting@trinityenv.com	Trade Claim			\$116,395.76
41	COG OPERATING LLC Alyssa Duran 600 W. Illinois Avenue MIDLAND, TX 79701	COG OPERATING LLC Alyssa Duran PHONE: 432-221-0340 FAX: 432-683-7441 EMAIL: aduran@concho.com	Trade Claim			\$111,058.06
42	SUNSET WELL SERVICE INC Rita A Savala 1507 N Dogwood Ave Gardendale, TX 79758	SUNSET WELL SERVICE INC Rita A Savala PHONE: 432-561-8600 FAX: 432-561-8600 EMAIL: sunsetwellservice@yahoo.com	Trade Claim			\$110,069.97
43	IHS GLOBAL INC Sari Granat 15 Inverness Way East Englewood, CO 80112	IHS GLOBAL INC Sari Granat PHONE: 303-790-0600 FAX: 303-397-2599 EMAIL: Sari.Granat@ihsmarkit.com	Trade Claim			\$109,998.36

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
44	ENERFLEX ENERGY SYSTEMS INC Greg Stewart 10815 TELGE ROAD HOUSTON, TX 77095	ENERFLEX ENERGY SYSTEMS INC Greg Stewart PHONE: 281-345-9300 FAX: 281-345-7434 EMAIL: info@enerflex.com	Trade Claim				\$107,743.16
45	MARKWEST ENERGY 1515 Araphoe Street Tower 1, Suite 1600 Denver, CO 80202	MARKWEST ENERGY PHONE: 303-925-9200 FAX: 303-290-8769 EMAIL:	Trade Claim				\$102,989.78
46	DNOW LP Robert Workman 7402 N Eldridge Pkwy HOUSTON, TX 77041	DNOW LP Robert Workman PHONE: 307- 856-6533 FAX: 307- 856-6533 EMAIL: cp1@dnw.com; ap@dbnow.com	Trade Claim				\$96,459.14
47	ENTERPRISE GAS PROCESSING LLC 2727 North West Suite 700 HOUSTON, TX 77008	ENTERPRISE GAS PROCESSING LLC PHONE: 713-880-6500 FAX: 713-381-4365 EMAIL: GOMgasprocessing@eprod.com	Trade Claim				\$93,380.76
48	ARCHROCK SERVICES, L.P. Jeff Eskridge 9807 KATY FREEWAY #100 HOUSTON, TX 77024	ARCHROCK SERVICES, L.P. Jeff Eskridge PHONE: 281- 836-8155 FAX: 281- 836-8155 EMAIL: jeff.eskridge@archrock.com	Trade Claim				\$92,532.76
49	TITANIUM EXPLORATION PARTNERS, LLC Hamel Reinmiller 320 South Boston Suite 1000 Tulsa, OK 74103	TITANIUM EXPLORATION PARTNERS, LLC Hamel Reinmiller PHONE: 214-751-8900 FAX: 214-751-8900 EMAIL: reinmiller@titaniumep.com	A&D Post Close True Up	Unliquidated			Undetermined
50	NEWFIELD EXPLORATION 4 Waterway Square Price Suite 100 The Woodlands, TX 77380	NEWFIELD EXPLORATION PHONE: 281-210-5100 FAX: 281-210-5101 EMAIL: treasury.receipts@newfield.com	Trade Claim	Unliquidated			Undetermined

Fill in this information to identify the case and this filing:	
Debtor Name:	Vanguard Natural Resources, Inc.
United States Bankruptcy Court for the:	Southern District of Texas (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other document that requires a declaration Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11, Corporate Ownership Statement, and List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

03/31/2019
MM/ DD/YYYY

☒ **/s/ R. Scott Sloan**

Signature of individual signing on behalf of debtor

R. Scott Sloan

Printed name

President and Chief Executive Officer

Position or relationship to debtor

**WRITTEN CONSENT IN LIEU OF MEETING OF
THE BOARD OF DIRECTORS OF VANGUARD NATURAL RESOURCES, INC.
March 31, 2019**

The undersigned, being the board of directors (the “Board”) of Vanguard Natural Resources, Inc., a Delaware corporation (the “Parent”), pursuant to the bylaws (as amended, restated, amended and restated, supplemented or otherwise modified on or prior to the date hereof) of the Parent and Section 141(f) of the Delaware General Corporation Law, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Parent is the sole member of Vanguard Natural Gas, LLC, a Kentucky limited liability company (“VNG”);

WHEREAS, VNG is the sole member of Vanguard Operating, LLC, a Delaware limited liability company (“Vanguard Operating”);

WHEREAS, VNG is the sole member of VNR Holdings, LLC, a Delaware limited liability company (“VNR Holdings”);

WHEREAS, VNG is the manager of each of Escambia Operating Co. LLC, a Delaware limited liability company (“Escambia Operating”), and Escambia Asset Co. LLC, a Delaware limited liability company (“Escambia Asset”);

WHEREAS, Vanguard Operating is the sole stockholder of Eagle Rock Energy Acquisition Co., Inc. (“EREAC I”);

WHEREAS, Vanguard Operating is the sole stockholder of Eagle Rock Energy Acquisition Co. II, Inc. (“EREAC II”);

WHEREAS, EREAC I is the sole stockholder of Eagle Rock Upstream Development Company, Inc. (“ERUDC I”);

WHEREAS, EREAC II is the sole stockholder of Eagle Rock Upstream Development Company II, Inc. (“ERUDC II,” and, collectively with EREAC I, EREAC II, and ERUDC I, the “Corporate Subsidiaries”);

WHEREAS, ERUDC I is the general partner of Eagle Rock Acquisition Partnership, L.P. (“ERAP”);

WHEREAS, ERUCD II is the general partner of Eagle Rock Acquisition Partnership II, L.P., (“ERAP II,” and, collectively, with VNG, Vanguard Operating, VNR Holdings, Escambia Operating, Escambia Asset, ERAP, and the Corporate Subsidiaries, the “Subsidiaries,” and, the Subsidiaries together with the Parent, collectively, the “Company”).

Chapter 11 Filing

WHEREAS, the Board considered presentations by the Company's management (the "Management") and financial, restructuring, and legal advisors (collectively, the "Advisors"), including, but not limited to, materials regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it, and the effect of the foregoing on the Company's business;

WHEREAS, the Board has had the opportunity to consult with the Management and the Advisors of the Company and fully consider each of the strategic alternatives available to the Company.

NOW, THEREFORE, BE IT,

RESOLVED, that, in the judgment of the Board, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company shall be, and hereby is, authorized, empowered, and directed to file or cause to be filed voluntary petitions for relief (the "Chapter 11 Cases") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas or another court of proper jurisdiction (the "Bankruptcy Court"); and

RESOLVED, that the Chief Executive Officer, Chief Financial Officer, General Counsel, or any other duly appointed officer of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, papers, or documents (including the filing of financing statements) as necessary to commence the Chapter 11 Cases, and to take any and all action that they deem necessary, appropriate, or desirable to obtain such relief, including, without limitation, any action necessary, appropriate, or desirable to maintain the ordinary course operation of the Company's business.

Retention of Professionals

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed to employ the law firm of Kirkland & Ellis LLP ("Kirkland"), as the Company's counsel, to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and remedies, including filing any pleadings and conducting any potential restructuring or sale process on behalf of the Company; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Kirkland & Ellis LLP in accordance with applicable law;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to employ the firm of Blank Rome LLP ("Blank Rome"), as the Company's co-bankruptcy counsel; and, in connection therewith, each of the Authorized

Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Blank Rome in accordance with applicable law;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to employ the firm of Evercore Group L.L.C. ("Evercore"), as the Company's financial advisor and investment banker; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Evercore in accordance with applicable law;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to employ the firm of Opportune LLP ("Opportune"), as the Company's restructuring advisor; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Opportune in accordance with applicable law;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to employ the firm of Prime Clerk LLC ("Prime Clerk"), as notice, claims, and balloting agent and as administrative advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and remedies; and, in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain Prime Clerk in accordance with applicable law;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary; and

RESOLVED, that each of the Authorized Officers be, and hereby is, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with the Company's Chapter 11 Cases, with a view to the successful prosecution of such cases.

Debtor-in-Possession Financing

WHEREAS, reference is made to that certain Debtor-In-Possession Credit Agreement (together with all exhibits, schedules, and annexes thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”) dated as of, or about, the date hereof, by and among VNG, as the borrower (the “Borrower”) and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy code, the Parent and certain Subsidiaries as guarantors and as debtors and debtors-in-possession under chapter 11 of the Bankruptcy Code, Citibank, N.A. as administrative agent (the “DIP Agent”), the lenders from time to time party thereto (collectively, the “DIP Lenders”), and the other agents referred to therein;

WHEREAS, the Borrower has requested that the DIP Lenders provide a senior secured debtor-in-possession revolving credit facility to the Borrower, a portion of which shall be used to roll up revolving credit exposure of the DIP Lenders under the Prepetition Credit Agreement (as defined in the DIP Credit Agreement);

WHEREAS, the obligation of the DIP Lenders to make the extensions of credit to the Borrower is subject to, among other things, the Borrower entering into the DIP Credit Agreement and the Borrower and the Company satisfying certain conditions in the DIP Credit Agreement;

WHEREAS, the Company will obtain benefits from the DIP Credit Agreement and it is advisable and in the best interest of the Company that the Company enters into the DIP Credit Agreement and performs its obligations thereunder; and

WHEREAS, the Company will obtain benefits from the other Loan Documents (as defined in the DIP Credit Agreement, the “DIP Loan Documents”) and it is advisable and in the best interest of the Company that it enter into each DIP Loan Document to which it is a party and to perform its obligations thereunder, including guaranteeing the obligations of the Borrower and the Company under the Loan Documents and granting security interests in all or substantially all of its assets.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms, and provisions of the DIP Credit Agreement and each other DIP Loan Document, and the transactions contemplated by the DIP Credit Agreement (including, without limitation, the borrowings thereunder) and each other DIP Loan Document, the transactions contemplated therein, and the guarantees, liabilities, obligations, security interests granted, and notes issued, if any, in connection therewith, be and hereby are authorized, adopted, and approved;

RESOLVED, that the Company will obtain benefits from the DIP Credit Agreement and it is advisable and in the best interest of the Company that the Company enters into the DIP Credit Agreement and performs its obligations thereunder;

RESOLVED, that the Company will obtain benefits from the other DIP Loan Documents and it is advisable and in the best interest of the Company that it enters into the DIP Loan Documents to which it is a party and performs its obligations thereunder, including

guaranteeing the obligations of the Borrower and the Company under the Loan Documents and granting security interests in all or substantially all of its assets;

RESOLVED, that the Company's execution and delivery of, and its performance of its obligations (including guarantees) in connection with the DIP Credit Agreement and the other DIP Loan Documents, are hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers, is hereby authorized, empowered and directed to negotiate the terms of and to execute, deliver and perform under the DIP Credit Agreement and the other DIP Loan Documents and any and all other documents, certificates, instruments, agreements, intercreditor agreements, security agreements, pledge agreements, guarantees, mortgages, deeds of trust and any amendment or any other modification of any of the foregoing (collectively, the "Related Documents") required to consummate the transactions contemplated by the DIP Credit Agreement and any other DIP Loan Document in the name and on behalf of the Company, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Officers may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by facsimile, emailed, engraved, or printed as deemed necessary and preferable;

RESOLVED, that each of the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby are, authorized, empowered and directed in the name of, and on behalf of, the Company to seek authorization to enter into the DIP Credit Agreement and each other DIP Loan Document and to seek approval of the use of cash collateral pursuant to a postpetition financing order in interim and final form, and any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of the Company, necessary to implement the postpetition financing, including providing for adequate protection in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Credit Agreement and each other DIP Loan Document and the use of cash collateral in connection with the Company's Chapter 11 Cases, which agreements may require the Company to grant adequate protection and liens to the Company's DIP Lenders and other lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED, that (i) the form, terms, and provisions of the DIP Credit Agreement and all other DIP Loan Documents to which the Company is a party, (ii) the grant of security interests in, pledges of, and liens on all or substantially all of the assets now or hereafter owned by the Company as collateral (including pledges of equity, real property and personal property as collateral) under the DIP Loan Documents, (iii) the guarantee of obligations by the Company under the DIP Loan Documents, from which the Company will derive value, in each case, be and hereby are, authorized, adopted, and approved, and (iv) any Authorized Officer or other officer of the Company is hereby authorized,

empowered, and directed, in the name of and on behalf of the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Credit Agreement, substantially in the form provided to the Board, the DIP Loan Documents and such other agreements, fee letters, commitment letters, certificates, instruments, receipts, petitions, motions, or other papers or documents to which the Company is or will be a party or any order entered into in connection with the Chapter 11 Cases (collectively with the DIP Credit Agreement, the other DIP Loan Documents and the Related Documents, the “Financing Documents”), incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as an Authorized Officer executing the same shall approve;

RESOLVED, that the Company, as debtor and debtor-in-possession under the Bankruptcy Code be, and hereby is, authorized, empowered, and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents (collectively, the “Financing Transactions”), including granting liens on its assets to secure such obligations and the refinancing of the obligations outstanding pursuant to the Prepetition Credit Agreement (as defined in the DIP Credit Agreement);

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions as in its discretion is determined to be necessary, desirable, or appropriate to execute, deliver, and file: (a) the Financing Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any Financing Documents, necessary, desirable, or appropriate to facilitate the Financing Transactions; (b) all petitions, schedules, lists, and other motions, papers, or documents, which shall in its sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by his/her or their execution thereof; (c) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP Agent and other parties in interest; and (d) such forms of deposit account control agreements, officer’s certificates, and compliance certificates as may be required by the Financing Documents;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed in the name of, and on behalf of, the Company to file or to authorize the DIP Agent to file any Uniform Commercial Code (“UCC”) financing statements, any other equivalent filings, any intellectual property or real estate filings and recordings, and any necessary assignments for security or other documents in the name of the Company that either DIP Agent deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired,” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of

intellectual and other property of the Company, in each case as the DIP Agent may reasonably request to perfect the security interests of the DIP Agent under the Financing Documents;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed in the name of, and on behalf of, the Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Financing Transactions and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, in accordance with the terms of the Financing Documents, which shall in their reasonable business judgment be necessary, proper, or advisable to perform the Company's obligations under or in connection with the Financing Documents or any of the Financing Transactions and to fully carry out the intent of the foregoing resolutions;

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed in the name of, and on behalf of, the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her or their execution thereof; and

RESOLVED, that to the extent the Company serves as the sole member, general partner, managing member, equivalent manager, or other governing body of any limited liability company, corporation or partnership (each such entity, a "Controlled Company"), each Authorized Officer, as applicable, is authorized, empowered and directed to take each of the actions described in these resolutions or any of the actions authorized by these resolutions on behalf of the applicable Controlled Company.

General

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and they hereby are, authorized, empowered, and directed, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment, shall be necessary, advisable or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized and empowered to take or cause to be taken in the name and on behalf of the Company, any all such other and further action to carry out the intent and accomplish the purposes of the resolutions adopted herein as such purposes related to the Company; and

RESOLVED, that the Company and the Board have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waive any right to have received such notice; and

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of the Board; and

RESOLVED, that each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized, empowered, and directed to take all actions, or to not take any action in the name of the Company, with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Officer shall deem necessary or desirable in such Authorized Officer's reasonable business judgment, as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein; and

RESOLVED, that this consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first above written and in the capacities as directors:

/s/ Randall Albert

Randall Albert

/s/ Patrick J. Bartels, Jr.

Patrick J. Bartels, Jr.

/s/ W. Greg Dunlevy

W. Greg Dunlevy

/s/ Joseph Hurliman, Jr.

Joseph Hurliman, Jr.

/s/ Andrew E. Schultz

Andrew E. Schultz

/s/ R. Scott Sloan

R. Scott Sloan

/s/ L. Spencer Wells

L. Spencer Wells