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

In re:	§	**Case No. 26-90338 (CML)**
	§	
AXIP ENERGY SERVICES, LP, *et al.*,	§	**(Chapter 11)**
	§	
	§	**(Jointly Administered)**
Debtors.[1]	§	

NOTICE OF FILING OF
SUPPLEMENT TO THE
DEBTORS' COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (collectively, the "***Debtors***"), file this supplement (the "***Plan Supplement***") to the *Debtors' Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 357] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "***Combined Disclosure Statement and Plan***"), filed in these Chapter 11 Cases on May 15, 2026.[2]

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time in accordance with the Combined Disclosure Statement and Plan:

Exhibit A	Schedule of Retained Executory Contracts and Unexpired Leases
Exhibit B	Schedule of Other Priority Claims
Exhibit C	Schedule of Non-Vesting Assets
Exhibit D	Schedule of Retained Causes of Action

1 The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers are: Axip Energy Services, LP (9220); Axip Energy Services Management, LLC (9986); Axip Holdings, LLC (6302); Axip Leasing Company, LLC (5678); Axip Producer Services - Marcellus I, LLC (3312); Axip Producer Services, LLC (4792); and E3 Compression Holdings LLC (0825). The Debtors' service address is: 15814 Champion Forest Dr, #310 Spring, TX 77379.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan. The statements contained herein are summaries of the provisions contained in the Combined Disclosure Statement and Plan and do not purport to be precise or complete statements of all the terms and provisions of the Combined Disclosure Statement and Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Combined Disclosure Statement and Plan, the Combined Disclosure Statement and Plan shall govern and control.

Exhibit E Plan Administrator Agreement (including the identity and compensation of the Plan Administrator)

PLEASE TAKE FURTHER NOTICE that the Plan Supplement and any exhibits, appendices, supplements, or annexes to the Plan Supplement documents are incorporated into the Combined Disclosure Statement and Plan by reference and are a part of the Combined Disclosure Statement and Plan as if set forth therein. If the Combined Disclosure Statement and Plan is confirmed, the Plan Supplement will be approved as well.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Combined Disclosure Statement and Plan at the hearing scheduled for **June 22, 2026 at 10:00 a.m. (Central Time)** to be held virtually by video conference, before the Honorable Judge Christopher M. Lopez, United States Bankruptcy Judge (the "***Combined Hearing***").

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date(s) in open court, at the Combined Hearing, or by an appropriate filing with the Court, and a notice of such adjourned date(s) will be filed on the docket in these Chapter 11 Cases and available on the electronic case filing docket and on Epiq's website at https://dm.epiq11.com/AXIP.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Combined Disclosure Statement and Plan is June 18, 2026, at 5:00 p.m. (Central Time). Any objections (each, an "***Objection***") to confirmation of the Combined Disclosure Statement and Plan must (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Combined Disclosure Statement and Plan that would resolve such objections; and (e) be served so as to be actually received no later than June 18, 2026, at 5:00 p.m. (Central Time). Objections must be served on: (a) counsel to the Debtors, Vinson & Elkins LLP, 845 Texas Avenue, Suite 4700, Houston, Texas 77002, Attn: Paul E. Heath, Matthew J. Pyeatt, and Trevor G. Spears, and 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, Attn: David S. Meyer and Jessica C. Peet; (b) counsel to the Prepetition ABL Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Elisha D. Graff, Dov Gottlieb, and Zachary J. Weiner; (c) counsel to the Prepetition 2L Agent, Ropes & Gray LLP, 191 North Wacker Drive, 32nd Floor, Chicago, Illinois 60606, Attn: Stephen L. Iacovo and Michael K. Wheat; (d) counsel to the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Jana Whitworth (Jana.Whitworth@USDOJ.gov) and Ha Nguyen (Ha.Nguyen@USDOJ.gov); (e) counsel to the Committee, Pachulski Stang Ziehl & Jones, LLP, 1700 Broadway, 36th Floor, New York, New York 10019, Attn: Robert J. Feinstein and Bradford J. Sandler and 700 Louisiana Street, Suite 4500, Houston, Texas 77002, Attn: Michael D. Warner, Maxim B. Litvak, and Theodore S. Heckel; and (f) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002. **Objections not timely filed and served in the manner set forth above may not be considered by the Court.**

PLEASE TAKE FURTHER NOTICE THAT copies of the Combined Disclosure Statement and Plan, the Plan Supplement, and related documents are available free of charge on the Debtors' restructuring website at https://dm.epiq11.com/AXIP and are also available for a fee on the Court's website at www.txs.uscourts.gov and are on file with the Clerk of the Court, 4th Floor, 515 Rusk Street, Houston, Texas 77002, where they are available for review during normal operating hours. Printed copies of the Combined Disclosure Statement and Plan may be obtained free of charge by contacting the Solicitation Agent via (a) telephone at (877) 741-6428 (toll free) or +1 (503) 713-6160 (international, toll) or (b) email at AXIP@epiqglobal.com (with "Axip" in the subject line).

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED. CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS MAY AFFECT YOUR RIGHTS REGARDLESS OF WHETHER YOU ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN.

ANY PERSON OR ENTITY WHO OPPOSES THE COMBINED DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS SET FORTH THEREIN, SHOULD FILE A TIMELY OBJECTION TO THE COMBINED DISCLOSURE STATEMENT AND PLAN IN ACCORDANCE WITH THIS NOTICE. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Dated: June 5, 2026

Houston, Texas

/s/ Paul E. Heath
VINSON & ELKINS LLP
Paul E. Heath (TX 09355050)
Matthew J. Pyeatt (TX 24086609)
Trevor G. Spears (TX 24106681)
845 Texas Avenue, Suite 4700
Houston, Texas 77002
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-and-

David S. Meyer (admitted *pro hac vice*)
Jessica C. Peet (admitted *pro hac vice*)
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Email: dmeyer@velaw.com
jpeet@velaw.com

Counsel to the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on June 5, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew J. Pyeatt
One of Counsel

EXHIBIT A

Schedule of Retained Executory Contracts and Unexpired Leases

AXIP ENERGY SERVICES, LP, et al.
Retained Contracts

#	Category	Name	Description	Purpose	Cure Costs
1.	Insurance	National Union Fire Insurance Company of Pittsburgh, Pa.	Policy Number: 02-880-13-87	Directors & Officers Excess Liability (Term: 12/12/25 – 12/12/26)	$0
2.	Insurance	QBE Insurance Corporation	Policy Number: 130019137	Directors & Officers Liability (Term: 12/12/25 – 12/12/26)	$0
3.	Insurance	RSUI Indemnity Company	Policy Number: NHA610999	Excess Liability - $5M x $5M (Term: 1/24/26 – 1/24/27)	$0
4.	Insurance	Starr Indemnity & Liability Company	Policy Number: 1000090874261	Commercial General (Term: 1/24/26 – 1/24/27)	$0
5.	Insurance	Starr Indemnity & Liability Company	Policy Number: 1000095707261	Commercial Umbrella (Term: 1/24/26 – 1/24/27)	$0
6.	Insurance	Starr Indemnity & Liability Company	Policy Number: ITH100065487425	Property and Inland Marine (Term: 6/20/25 – 6/20/26)	$0
7.	Insurance	The Hanover Insurance Company	ERISA Compliance Bond Number: BD4J248460	ERISA Compliance Bond For Welfare and Pension Benefit Plans	$0
8.	Ordinary Course Professionals	BDO USA	Statement of Work dated April 9, 2026	Tax Compliance Services	$0
9.	Ordinary Course Professionals	Foley & Lardner LLP	Engagement Letter dated December 22, 2022	Legal Counsel regarding Cyber Security Class Action	$0
10.	Ordinary Course Professionals	K.E. Andrews	Engagement Letter dated April 14, 2025	2025 Property Tax (including but not limited to ad valorem taxes, heavy equipment taxes, and personal property taxes)	$0
11.	Ordinary Course Professionals	K.E. Andrews	Engagement Letter dated March 12, 2026	2026 Property Tax (including but not limited to ad valorem taxes, heavy equipment taxes, and personal property taxes)	$0
12.	Ordinary Course Professionals	Prime Capital	Service Agreement dated March 3, 2018	401(k) Savings Plan Fiduciary Services	$0
13.	Ordinary Course Professionals	Ryan LLC	Engagement Letter dated November 28, 2022 and as subsequently modified	Sales Tax Audit	$0
14.	Professionals	Ankura Consulting Group, LLC	Engagement Letter dated September 5, 2025	Advisor	$0
15.	Professionals	Evercore Group LLC	Engagement Letter dated March 18, 2025	Advisor	$0
16.	Professionals	Vinson & Elkins LLP	Engagement Letter dated September 8, 2025	Advisor	$0
17.	Vendor	Rimini Street Inc	Master Services Agreement dated August 31, 2021	SAP Support (legacy ERP)	$0

Note: To the extent it constitutes an Executory Contract, each engagement letter or other service agreement between a Debtor and an Entity categorized as an "Ordinary Course Professional" or "Professional" herein shall constitute a "Retained Executory Contract and Unexpired Lease" until such time as it is terminated or expires under its terms.

Schedule of Retained Executory Contracts and Unexpired Leases[1]

The Combined Disclosure Statement and Plan provides that certain executory contracts and unexpired leases are to be retained by the Debtors and shall vest in the Post-Sale Estates effective as of the Effective Date. The Debtors hereby provide notice, pursuant to section 365 of the Bankruptcy Code, of their intent to assume or assume and assign the executory contracts and/or unexpired leases set forth below (collectively, the "***Retained Contracts***").

Except as otherwise provided in the Combined Disclosure Statement and Plan (including Article VI.A of the Combined Disclosure Statement and Plan), or in the 363 Asset Sale Transaction Documents, on the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (a) have not been previously rejected, assumed, or assumed and assigned, and are not the subject of a pending motion or notice to reject, assume, or assume and assign as of the Effective Date, (b) are not identified on this Schedule of Retained Executory Contracts and Unexpired Leases, and (c) have not expired under their own terms prior to the Effective Date.

Neither the exclusion nor inclusion of any contract or lease on this Schedule of Retained Executory Contracts and Unexpired Leases, nor anything contained in the Combined Disclosure Statement and Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Post-Sale Estates have any liability thereunder, and the Debtors expressly reserve all of their rights, claims, causes of action, and defenses with respect to the Retained Contracts.

For the avoidance of doubt, any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented to such assumption and Cure amount. The Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Retained Executory Contracts and Unexpired Leases.

The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

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[1] Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

EXHIBIT B

Schedule of Other Priority Claims

Schedule of Other Priority Claims[1]

Article V.F. of the Combined Disclosure Statement and Plan[2] requires the Debtors to establish a Claims Reserve that shall be held in trust in a segregated account by the Plan Administrator for distributions and/or payment in accordance with the terms of Articles III and IV of the Combined Disclosure Statement and Plan. The Combined Disclosure Statement and Plan requires that the Claims Reserve be fully funded with Cash in the amount equal to satisfy the Claims Reserve Amount.[3] The Claims Reserve Amount includes the Other Priority Claims Reserve, which is the aggregate amount of Claims that are (a) included on the Other Priority Claims Schedule or (b) deemed by Final Order of the Bankruptcy Court to be an Other Priority Claim.

Included below is a schedule of claimants that have asserted an Other Priority Claim. For purposes of confirmation of the Combined Disclosure Statement and Plan, the Debtors intend to fund the Other Priority Claims Reserve in the amount identified below in accordance with the Combined Disclosure Statement and Plan. However, the Debtors do not take a position at this time whether such Claims are properly classified (or allowed) as Other Priority Claims. All parties' rights with respect to the amount, allowance or disallowance, classification under the Combined Disclosure Statement and Plan, priority, or validity are fully reserved, and the Debtors' and Plan Administrator's rights to review, reconcile, settle, or object to such Claims are fully preserved.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Party	**Amount of Other Priority Claim**
None	$0.00
Total	**$0.00**

1 The Schedule of Other Priority Claims may be further modified, amended, or supplemented from time to time in accordance with the Combined Disclosure Statement and Plan.

2 Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

3 "***Claims Reserve Amount***" means the sum of (a) the Other Priority Claims Reserve, (b) the Senior Priority Claims Reserve, (c) the estimated aggregate face amount of accrued but unpaid Administrative Claims (excluding Professional Fee Claims) against the Debtors as of the Effective Date, (d) the Priority Tax Claims Reserve, and (e) the Statutory Fees due to the U.S. Trustee.

EXHIBIT C

Schedule of Non-Vesting Assets

Schedule of Non-Vesting Assets

This **Exhibit C** includes the Non-Vesting Assets, as defined in the Combined Disclosure Statement and Plan.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Equipment	Equipment Serial Number
Wauk L7042GSI, Worth OF-6HU-4, 3	V1063
Electric 500HP, Superior MW64, 2	V1330
L7044-GSI / FS-604	V1380
Wauk 12V-AT27GL, Dresser 6HOS4, 3	V1408
Wauk P9390GSI, Dresser 6HOS4, 3	V1409
G3516-TALE / DS-504	V1517
G3516-TALE / DS-504	V1569
G3516-TALE / DS-504	V1588
G3516-TALE / DS-504	V1652
CAT G3306NA, GE H302, 3	V2278
L579GSI / FS-504	V2545
L7044-GSI / JGK-4	V2590
CAT G3508TA, GE D502, 2	V2838
L579GSI / FS-504	V2910
Wauk L5794GSI, Ariel JGK-4, 3	V3496
Wauk L7044GSI, Ariel JGK-4, 3	V3500
Wauk L5794GSI, Ariel JGK-4, 3	V3532
L7044-GSI / JGK-4	V3553
Wauk L5794GSI, Ariel JGK-4, 3	V3579
G399-TA / DS-504	V3763
Wauk L7042GSI, Ariel JGK-4, 3	V4218
CAT G3304NA, GE MPD, 3	V6386
Wauk L7044GSI, Ariel JGK-4, 3	V6456

EXHIBIT D

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Except as otherwise released under Article IX of the Combined Disclosure Statement and Plan,[1] the Post-Sale Estates shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action described below, in accordance with the Combined Disclosure Statement and Plan, provided that, the Debtors will not retain any Causes of Action that were assigned to the Purchaser in connection with the 363 Asset Sale or that constitute Avoidance Actions against non-insiders of the Debtors, each of which are automatically and irrevocably waived and/or abandoned pursuant to the terms of the Combined Disclosure Statement and Plan.

The inclusion or failure to include any Cause of Action or claim on this Schedule of Retained Causes of Action shall not be deemed an admission, denial, release, or waiver of any claims, demands, rights or Causes of Action that the Debtors may hold against any Person or Entity. Nothing contained in the Combined Disclosure Statement and Plan shall be deemed to be a waiver or relinquishment of any Cause of Action, including any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that any Debtor had immediately before the Effective Date, except as to any Causes of Action that are otherwise released under the Combined Disclosure Statement and Plan, were assigned to the Purchaser in connection with the 363 Asset Sale, or which constitute Avoidance Actions against non-insiders of the Debtors, as provided in the Combined Disclosure Statement and Plan. No Person or Entity, including without limitation any Holders of Claims that vote to accept the Combined Disclosure Statement and Plan, should expect that the Debtors will not pursue any and all available claims and Causes of Action against them. On or after the Effective Date, the Post-Sale Estates shall retain and be authorized to prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law.

The Plan Administrator shall have standing and authority to pursue any such retained claims, demands, rights, or Causes of Action, as appropriate, in accordance with the best interests of the Post-Sale Estates. Except as otherwise provided herein, in accordance with and subject to any applicable law, the Debtors' inclusion or failure to include any Cause of Action on the Schedule of Retained Causes of Action shall not be deemed an admission, denial or waiver of any claims, demands, rights or Causes of Action that the Debtors or Estates may hold against any Person. The Debtors intend to preserve all such claims, demands, rights, or causes of action as Retained Causes of Action (except as assigned to the Purchaser in connection with the 363 Asset Sale or otherwise provided herein or to the extent any such claim is specifically satisfied, settled, and released herein).

The Debtors expressly reserve the right to alter, amend, remove, augment, supplement, or otherwise modify this Schedule of Retained Causes of Action if any, at any time in accordance with the terms of the Combined Disclosure Statement and Plan.

Notwithstanding the foregoing or anything to the contrary herein or in the Combined Disclosure Statement and Plan, the Debtors shall not retain any claims or Causes of Action

[1] Capitalized terms used herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan.

(whether or not described herein) that are otherwise released under the Combined Disclosure Statement and Plan, were assigned to the Purchaser in connection with the 363 Asset Sale, or which constitute Avoidance Actions against non-insiders of the Debtors. The inclusion or omission of any explanatory parenthetical, or the specific exclusion of any Person or Entity or inclusion of a Released Party with respect to any specific claim or Cause of Action detailed herein shall not, under any circumstance, limit, abridge, or derogate the foregoing, and the provisions of this paragraph shall govern in all respects.

For the avoidance of doubt, the following specific types of Causes of Action are indicative, but are in no way exclusive, of the Causes of Action retained in connection with the Combined Disclosure Statement and Plan, and the failure to list any specific Cause of Action shall not be a bar and shall not have any impact on the Debtors' rights to bring any Cause of Action not otherwise expressly released under the Combined Disclosure Statement and Plan or any other order of the Court:

Causes of Action Related to Affiliates and Investors

All Causes of Action arising from or relating to any Affiliate's or investor's breach of contract, tortious interference with business relationships, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortious interference with prospective economic advantage, unjust enrichment, corporate waste, breach of the implied covenant of good faith and fair dealing, and similar theories, including with respect to unauthorized diversion of business opportunities from the Debtors.

Causes of Action Related to Taxes

All Causes of Action based upon, or related to, in whole or in part, any and all tax or tariff obligations to which any Debtor is or may become a party in the ordinary course of business or pursuant to which any Debtor has or may obtain any rights whatsoever, whether past, present, or future, including against or related to all Entities that owe or that may in the future owe money to any Debtor in connection with any claims in the ordinary course related to the Debtors' taxes, credits, overpayments, recoupments, or offsets.

Causes of Action Related to Contracts, Leases, and Liens

All Causes of Action (a) arising under any Executory Contracts or Unexpired Leases retained by the Debtors on the Effective Date and (b) against any vendor, supplier of goods or services, or customer of any Debtor for (i) overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (ii) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (iii) failure to fully perform or to condition performance on additional requirements under any contract with any Debtor before the assumption or rejection, if applicable, of such contract, (iv) payments, deposits, holdbacks, reserves, or other amounts, (v) any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors, (vi) counter-claims and defenses related to any contractual obligations, (vii) any turnover actions arising under section 542 or 543 of the Bankruptcy Code, and (viii) unfair competition, interference with contract, or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Causes of Action Related to Accounts Receivable and Accounts Payable and Other Commercial Causes of Action

All commercial Causes of Action against any Entity arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, other than Avoidance Actions against non-insiders of the Debtors.

Causes of Action Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

All Causes of Action against any creditor, lessor, utility, supplier, vendor, landlord, sub lessee, assignee, or other Entity based upon, in whole or in part, any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral owed by such creditor, lessor, utility, supplier, vendor, landlord, sub-lessee, assignee, or other Entity.

Causes of Action Related to Adversarial Proceedings and Potential Adversarial Proceedings, Including Claims, Defenses, Cross-claims, and Counterclaims

All Causes of Action against any Entity (excluding, for the avoidance of doubt, a Released Party) to which any Debtor is party or may in future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regulatory or non-regulatory, including, without limitation, all actual or potential (a) contract and tort actions that may exist or may subsequently arise, (b) actions relating to environmental and product liability matters, and (c) actions arising out of, or relating to, the Debtors' intellectual property rights.

For the avoidance of doubt, nothing herein shall be read as an admission as to the validity or allowance of any claim against any Debtor, and any and all claims against the Debtors that may be identified herein shall be treated in accordance with the Combined Disclosure Statement and Plan and the Bankruptcy Code and the Debtors reserve any and all defenses, affirmative defenses, counterclaims, and cross claims regarding any claim, motion, or application asserted against the Debtors in connection with these Chapter 11 Cases or regarding any pending litigation to which the Debtors are a party.

Causes of Action Related to Insurance

All Causes of Action arising from or relating to any insurance policies, insurance contracts, or other insurance arrangements of the Debtors, including, without limitation, any rights to coverage, indemnification, reimbursement, or defense costs, and any claims against insurers, insurance carriers, brokers, or other related parties arising under or in connection with such policies or arrangements, including for breach of contract, declaratory relief, or other applicable legal or equitable theories.

Additional and Related Causes of Action

In addition to the specific categories identified above, the Retained Causes of Action include any and all claims and Causes of Action arising from or relating to the same transactions, occurrences, conduct, omissions, relationships, or subject matter described above, including any claims that are derivative of, ancillary to, based upon, or reasonably related to the foregoing, whether known or unknown, matured or unmatured, fixed or contingent, asserted or unasserted, and whether arising under the Bankruptcy Code, state law, federal law, or otherwise.

For the avoidance of doubt, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Combined Disclosure Statement and Plan or by order of the Bankruptcy Court.

Causes of Action Related to the Watts Litigation

All Causes of Action arising from or relating to the proceeding commenced against Debtor, Axip Energy Services, LP, and Hiland Partners Holdings, LLC in the District Court, Northwest Judicial District of McKenzie County, North Dakota, styled as "*Douglas E. Watts and Elisa M. Watts v. Axip Energy Services, LP and Hiland Partners Holdings, LLC*."

EXHIBIT E

Plan Administrator Agreement

PLAN ADMINISTRATOR AGREEMENT

This Plan Administrator Agreement (this "***Plan Administrator Agreement***"), dated as of June [•], 2026 is by and among Axip Energy Services, LP and its affiliated debtors and debtors-in-possession (collectively, the "***Debtors***")[1] whose chapter 11 bankruptcy cases are jointly administered under Case No. 26-90338 currently pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Bankruptcy Court***") and Ankura Trust Company, LLC, solely in its capacity as Plan Administrator hereunder (the "***Plan Administrator***" and together with the Debtors, the "***Parties***" and, each individually, a "***Party***"), and is being entered into in connection with the *Debtors' Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 357] (as it may be amended or modified, the "***Plan***")[2], and provides, *inter alia*:

(a) WHEREAS, on February 22, 2026, each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the Bankruptcy Court, commencing their chapter 11 cases (collectively, the "***Chapter 11 Cases***");

(b) WHEREAS, on May 15, 2026, the Debtors filed the Plan;

(c) WHEREAS, on [•], the Bankruptcy Court entered an order confirming the Plan [Docket No. [•]] (the "***Confirmation Order***");

(d) WHEREAS the Plan provides that all Assets (other than Non-Vesting Assets) not sold pursuant to the 363 Asset Sale or otherwise prior to the Effective Date will vest automatically

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[1] The Debtors in these Chapter 11 Cases and the last four digits of their respective federal tax identification numbers are: Axip Energy Services, LP (9220); Axip Energy Services Management, LLC (9986); Axip Holdings, LLC (6302); Axip Leasing Company, LLC (5678); Axip Producer Services - Marcellus I, LLC (3312); Axip Producer Services, LLC (4792); and E3 Compression Holdings LLC (0825). The location of the Debtors' service address is: 15814 Champion Forest Dr, #310, Spring, TX 77379.

[2] Capitalized terms used but not defined herein shall have the definitions set forth in the Plan.

in the Post-Sale Estates on the Effective Date for distribution and use in accordance with the terms of the Plan (such Assets, the "***Plan Administration Assets***"), including distributions to Holders of Allowed Claims (collectively with all other parties entitled to distributions under the terms of the Plan, the "***Beneficiaries***") pursuant to and in accordance with this Plan Administrator Agreement, the Plan, the Confirmation Order, and the Bankruptcy Code;

(e) WHEREAS the Assets of the Post-Sale Estates will be abandoned, liquidated, or otherwise disposed of and, after payment of expenses incurred by the Plan Administrator (the "***Plan Administration Expenses***") in accordance with the terms of this Plan Administrator Agreement, the Plan, and the Confirmation Order, any proceeds of such liquidation or disposition will be distributed to the Beneficiaries as set forth in the Plan and Confirmation Order; and

(f) WHEREAS the Plan Administrator will make distributions to all Holders of Allowed Claims (including, without limitation, Allowed Administrative Claims, Senior Priority Lien Claims, Other Priority Claims, Prepetition ABL Claims, Prepetition 2L Claims, and General Unsecured Claims (as applicable), pursuant to the Plan, including Articles IV, V, and VII thereof;

NOW, THEREFORE, pursuant to the Plan and in consideration of the promises, the mutual agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

ARTICLE I

PLAN ADMINISTRATOR

1.1 Appointment. The initial Plan Administrator shall be Ankura Trust Company, LLC.

1.2 Responsibilities. The Plan Administrator shall be the fiduciary responsible for implementing the Plan, administering and monetizing the Plan Administration Assets, making distributions to Holders of Allowed Claims, and winding up and dissolving the Debtors.

1.3 Term of Service. The Plan Administrator shall serve until (a) the Plan has been fully implemented in accordance with this Plan Administrator Agreement, the Plan and the Confirmation Order, including, but not limited to, all distributions having been made, all Plan Administration Assets having been fully administered, and the Chapter 11 Cases of all Debtors having been closed; or (b) the Plan Administrator's resignation or removal in accordance with this Plan Administrator Agreement, the Plan and the Confirmation Order, in which case a new Plan Administrator shall be appointed as provided in section 1.5 hereof.

1.4 Services. The Plan Administrator shall be entitled to engage in such other activities as the Plan Administrator deems appropriate that are not in conflict with the Plan, the Confirmation Order, this Plan Administrator Agreement, or the interests of the Beneficiaries. The Plan Administrator shall devote such time as is reasonably necessary to fulfill all of its duties as Plan Administrator.

1.5 Resignation or Removal of the Plan Administrator. The Plan Administrator may resign at any time upon 30 days' written notice to the Bankruptcy Court and the U.S. Trustee, in accordance with the notice provisions of the Plan. Such resignation shall become effective prior to the expiration of such 30 day notice period upon the appointment of a permanent or interim successor Plan Administrator. The Plan Administrator may be removed for cause by the Bankruptcy Court *sua sponte* or upon motion by a party in interest; *provided*, *however*, in any such case, the Plan Administrator shall remain vested with all rights and obligations under this Plan Administrator Agreement pending the Bankruptcy Court's adjudication. Upon the resignation or removal of the Plan Administrator, a successor Plan Administrator shall be appointed by the Bankruptcy Court in accordance with the best interests of the Beneficiaries, and notice of such appointment shall be filed on the docket of the Chapter 11 Cases. Upon such appointment pursuant to this Section 1.5 of the Plan Administrator Agreement, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of his, her, or its predecessor. A successor Plan Administrator shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege.

1.6 Continuance. The resignation or removal of the Plan Administrator shall not terminate the Plan Administrator Agreement or revoke any existing agency (other than any agency of such Plan Administrator hereunder) created pursuant to this Plan Administrator Agreement or invalidate any action previously taken by the Plan Administrator. By accepting the position as Plan Administrator or interim Plan Administrator, such successor Plan Administrator agrees that the provisions of this Plan Administrator Agreement shall be binding upon, and inure to the benefit of, such successor Plan Administrator and all of its legal representatives, successors, or assigns.

1.7 Compensation and Expenses of the Plan Administrator. The Plan Administrator shall be entitled to fair and reasonable compensation for services rendered on behalf of the Post-Sale Estates and reimbursement of all documented, actual, reasonable, and necessary out-of-pocket expenses; *provided*, the Plan Administration Expenses shall not exceed the amounts set forth in the Wind Down Budget, including as the Wind Down Budget may be modified, amended, extended, or updated from time to time with the prior written consent of the Prepetition ABL Agent. All compensation and other amounts payable to the Plan Administrator shall be paid out of the Plan Administration Assets, subject to any applicable limitations or restrictions set forth in the Confirmation Order, the Plan or this Plan Administrator Agreement.

1.8 Retention and Payment of Professionals. The Plan Administrator may retain such professionals, consultants, advisors, or other persons as the Plan Administrator deems reasonably necessary to carry out its duties under this Plan Administrator Agreement (collectively, the "***Plan Administrator's Professionals***"), including, without limitation, any advisory firm of which such Plan Administrator is affiliated with, or any counsel, advisory firm, or other professional previously retained in the Chapter 11 Cases. The Plan Administrator's Professionals shall submit monthly invoices to the Plan Administrator. The Plan Administrator shall advise the Administrator's Professional in writing of any objections to the invoice. If no objection to the invoice is made, then the Plan Administrator shall pay that invoice from the Plan Administration Assets without Bankruptcy Court approval. If there is a dispute as to all or part of an invoice, the Plan Administrator shall pay the undisputed portion of such invoice and the Bankruptcy Court shall resolve any disputed amount; *provided, however*, that the Plan Administrator and such Administrator's Professional shall first attempt to resolve the dispute before submitting the dispute to the Bankruptcy Court for resolution. The Plan Administrator shall not be liable to any of the Plan Administrator's Professionals for any unpaid invoices or claims for services rendered. The Bankruptcy Court shall retain jurisdiction to resolve any disputes relating to the foregoing.

1.9 Bond. The Plan Administrator shall be permitted, but is not required, to secure any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The cost of any bond shall be an expense of the Post-Sale Estates and paid from the Plan Administration Assets.

ARTICLE II

POWERS AND LIMITATIONS OF THE PLAN ADMINISTRATOR

2.1 General Powers of Plan Administrator. The Plan Administrator is authorized to perform those acts reasonably necessary and desirable to implement the Plan and accomplish the role of the Plan Administrator in accordance with the Plan, the Confirmation Order, and this Plan Administrator Agreement, including to take all actions set forth in the Plan, liquidate and make distributions of the Plan Administration Assets as set forth in the Plan, wind down and dissolve any Debtor not subject to a Dissolution Transaction and the Post-Sale Estates, and close the Chapter 11 Cases. The Plan Administrator shall be the sole representative of the Post-Sale Estates following the Effective Date in accordance with the Plan and section 1123 of the Bankruptcy Code. On and after the Effective Date, the Plan Administrator shall act for the Post-Sale Estates in the same fiduciary capacity as applicable to a board of managers, directors, officers, or other governing body, subject to the provisions hereof. On and after the Effective Date, the Plan Administrator shall have all signatory authority on behalf of the Post-Sale Estates. The Post-Sale Estates shall be the successor to all of the rights and responsibilities of the Debtors necessary to protect, conserve, pursue, and monetize all Plan Administration Assets as efficiently as reasonably practicable. All applicable attorney-client and attorney work product privileges, and all other privileges against disclosure and immunities belonging to the Debtors or the Estates shall vest in the Post-Sale Estates as of the Effective Date; *provided*, such privilege will be shared with any Debtor not dissolved as of the Effective Date, and such remaining Debtor and the Post-Sale Estates shall share ownership of the applicable privileges and reasonably consult with one another with respect to the potential waiver of any privilege. For the avoidance of doubt, nothing herein shall be interpreted as or give effect to a waiver of any applicable privilege. In furtherance of the purposes of the Plan Administrator, except as otherwise provided in this Plan Administrator Agreement, the Plan Administrator, through the Post-Sale Estates, shall have all defenses, cross-claims, counterclaims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors and their Estates have or would have had under applicable law. Subject to the limitations set forth in this Plan Administrator Agreement, the Plan, and the Confirmation Order, the Plan Administrator may exercise all powers granted hereunder or in the Plan related to, or in connection with, the collection, investigation, prosecution, settlement, liquidation, and distribution to the Beneficiaries, of the Plan Administration Assets. Without limiting, but subject to, the foregoing, the Plan Administrator shall be expressly authorized:

(a) To comply with, implement, and enforce all provisions of the Plan, the Confirmation Order and this Plan Administrator Agreement.

(b) To administer, manage, and have control over all Plan Administration Assets.

(c) To open new or maintain existing bank accounts on behalf of or in the name of the Post-Sale Estates in the Plan Administrator's discretion, and take other actions relating thereto consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves that may be required, in the name of the Post-Sale Estates.

(d) To affect all actions, engage in any transactions, and execute all agreements, instruments, and other documents necessary to implement the applicable provisions of the Plan and Plan Administrator Agreement.

(e) To pay all Plan Administration Expenses from the Plan Administration Assets, in accordance with the Plan Administrator Agreement, the Plan, and the Confirmation Order.

(f) To liquidate, monetize, or dispose of or abandon the Plan Administration Assets pursuant to the Plan and, after accounting for the payment of the Plan Administration Expenses, make distributions from the Plan Administration Assets to the Beneficiaries as provided for or contemplated in the Plan.

(g) To make distributions from the Professional Fee Escrow Account and/or the Professional Fee Reserve Account to Holders of Allowed Professional Claims in accordance with the Plan.

(h) To take discovery from third parties, including, but not limited to, issuing Fed. R. Bankr. P. 2004 subpoenas and discovery requests.

(i) To make decisions regarding the retention or engagement of the Plan Administrator's Professionals and to pay, from the Plan Administration Assets, the fees and charges incurred by the Plan Administrator, including but not limited to the fees and expenses of the Plan Administrator and the Plan Administrator's Professionals relating to the implementation of the Plan and performance by the Plan Administrator of its duties under this Plan Administrator Agreement.

(j) To pay all lawful expenses, debts, charges, and liabilities of the Post-Sale Estates.

(k) To immediately or subsequently dissolve all or some of the Debtors, without further action required by the Debtors, the Bankruptcy Court, or any other parties.

(l) To withhold from the amount distributable to any Person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its sole discretion, may be required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof, and to enter into agreements with taxing or other governmental authorities for the payment of such amounts as may be withheld in accordance with the provisions of this section.

(m) To use, acquire, or dispose of Assets in accordance with the Plan, the Confirmation Order, and this Plan Administrator Agreement.

(n) To invest any Cash remaining in the Post-Sale Estates, in a manner consistent with the objectives of Section 345(a) of the Bankruptcy Code and in the Plan Administrator's reasonable and prudent exercise of discretion, unless the Bankruptcy Court authorizes otherwise, in demand and time deposits in banks or other savings institutions, other temporary, liquid investments such as short-term certificates of deposit or Treasury bills or other investments that a "liquidating trust" (within the meaning of Treasury Regulations section 301.7701-4(d)) may be permitted to hold, pursuant to the Treasury Regulations or any Internal Revenue Services ("***IRS***") guidance, whether set forth in IRS rulings, IRS revenue procedures, other IRS pronouncements, or otherwise.

(o) To abandon in any commercially reasonable manner, on provision of no less than 14 days' written notice to the U.S. Trustee, any Plan Administration Assets in accordance with the Plan and Confirmation Order.

(p) If any of the Plan Administration Assets are situated in any state or other jurisdiction in which the Plan Administrator is not qualified to act, to nominate and appoint a Person duly qualified to act as administrator of the Plan in such state or jurisdiction and require from each such Person some form of adequate security as designated by the Plan Administrator; confer upon such Person all the rights, powers, privileges and duties of the Plan Administrator solely with respect to such Plan Administration Assets, subject to the conditions and limitations of this Plan Administrator Agreement, except as modified or limited by the Plan Administrator and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such Person is acting shall prevail to the extent necessary); require such Person to be answerable to the Plan Administrator for all monies, assets, and other property that may be received in connection with the administration of all property; and remove such other Person, with or without cause, and appoint a successor to such Person at any time by executing a written instrument declaring such other Person removed from duty and specifying the effective date and time of removal.

(q) Except as otherwise set forth in this Plan Administrator Agreement and the Plan, to have exclusive power to investigate, prosecute, abandon, liquidate, compromise, defend, and/or settle all Disputed Claims, Retained Causes of Action, or any other claims, disputes, causes of action or counterclaims held by or involving the Debtors or the Post-Sale Estates (collectively, the "***Actions***") and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of competent and appropriate jurisdiction and voluntarily participate as a party or otherwise in any administrative proceeding, arbitration, mediation, or other nonjudicial proceeding and litigate or settle such Actions on behalf of the Post-Sale Estates, and pursue such Actions to settlement or final order, all in accordance with the terms of this Plan Administrator Agreement.

(r) To hold or administer any unclaimed distributions or payment to a Beneficiary in accordance with this Plan Administrator Agreement, the Confirmation Order, and the Plan.

(s) To obtain, pay for, and carry all reasonably necessary insurance policies and pay all insurance premiums and costs from the Plan Administration Assets that the Plan Administrator deems necessary or advisable.

(t) To object to any Claims, including Administrative Claims, and supervise and administer the investigation, resolution, settlement, withdrawal, compromise, subordination, allowance, and/or payment of such Claims in accordance with this Plan Administrator Agreement, the Plan, and the Confirmation Order. Specifically, the Plan Administrator shall have the sole authority to (i) file, withdraw, or litigate to judgement objections to any Claims, (ii) compromise or settle any such Claim (Disputed or otherwise) without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, (iii) amend the Schedules in accordance with the Bankruptcy Code, and (iv) administer and adjust the Claims Register to reflect any such settlements or compromises without further notice, action, order, or approval by the Bankruptcy Court, free of any restrictions other than those restrictions expressly imposed by the Plan, the Confirmation Order, or this Plan Administrator Agreement.

(u) To exercise such rights of setoff as the Debtors or the Estates may have had against any Beneficiary and/or seek Court approval of such exercise.

(v) To file and pay taxes, if any, payable by the Post-Sale Estates or any Debtor not subject to a Dissolution Transaction.

(w) To pay, on behalf of the Post-Sale Estates, all Statutory Fees to the U.S. Trustee when due and payable.

(x) To file all monthly operating reports for periods prior to the Effective Date when they become due and, after the Effective Date, to file quarterly, Post-Confirmation Reports when they become due.

(y) To act as the Disbursement Agent under the Plan with respect to distributions to Holders of Allowed Claims; *provided,* that the Plan Administrator may hire professionals or consultants to assist with making disbursements or to act as the Disbursement Agent.

(z) To complete the reconciliation of the General Unsecured Claims within 120 days of the Effective Date and to make distributions to the Holders of Allowed General Unsecured Claims no later than 150 days after the Effective Date in accordance with the Plan and Confirmation Order.

(aa) To perform any other actions or duties required to be performed by the Plan Administrator pursuant to the provisions of the Plan, the Confirmation Order, or this Plan Administrator Agreement.

(bb) To assert or waive any attorney-client, work product, or other privilege or protection on behalf of the Debtors and the Post-Sale Estates with respect to the Plan Administration Assets.

(cc) To take all actions consistent with, and ensure the performance of the Debtors' and Post-Sale Estates' obligations after the Effective Date; and

(dd) To exercise other rights and powers of the Plan Administrator set forth in the Plan and Confirmation Order.

2.2 Limitations on the Plan Administrator. Notwithstanding anything in this Plan Administrator Agreement to the contrary, the Plan Administrator shall not do or undertake any of the following:

(a) Take any action in contravention of the Plan, the Confirmation Order, or this Plan Administrator Agreement.

(b) Loan Plan Administration Assets to the Plan Administrator.

(c) Purchase Plan Administration Assets from the Post-Sale Estates.

(d) Transfer Plan Administration Assets to a trust or similar entity with respect to which the Plan Administrator serves as trustee.

(e) Act as an attorney, agent, or other professional for any Beneficiary in connection with the Post-Sale Estates.

2.3 Plan Administrator Conflicts of Interest. If the Plan Administrator determines in its reasonable discretion that the Plan Administrator has a material conflict of interest with respect to any matter, the Plan Administrator shall, at its option and in its own discretion, designate a Person to act on behalf of the Post-Sale Estates solely with respect to such matter with such designee's authority to act on behalf of the Post-Sale Estates to terminate upon the matter's conclusion. If the Plan Administrator is unable to appoint a designee to act on behalf of the Post-Sale Estates with respect to any such matter, the Plan Administrator, after notice to the U.S. Trustee, may request the Bankruptcy Court to appoint or approve a designee of the Plan Administrator to act on behalf of the Post-Sale Estates solely with respect to such matter, with such designee's authority to act on behalf of the Post-Sale Estates to automatically terminate upon such matter's conclusion.

ARTICLE III

LIABILITY OF THE PLAN ADMINISTRATOR

3.1 Limitation of Liability. The Plan Administrator, the Plan Administrator's Professionals, and any designee, employee, agent, representative, or other professional of the Plan Administrator shall constitute the "***Indemnified Persons***." All Entities (including the Beneficiaries) dealing with the Post-Sale Estates, the Debtors, the Estates, the Plan Administrator, and/or other Indemnified Persons shall look only to the Plan Administration Assets to satisfy any liability incurred by the Indemnified Persons. None of the Indemnified Persons shall be held personally liable in connection with any act or omission taken or omitted to be taken in their respective capacities in connection with the affairs of the Post-Sale Estates, including to any Beneficiary of the Plan Administration Assets or to the Post-Sale Estates, except for acts or omissions of the Indemnified Person that constitute willful misconduct, gross negligence, or actual fraud. Nothing contained in this Plan Administrator Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the Plan Administrator of any of the liabilities or obligations of the Debtors, Beneficiaries, or Post-Sale Estates, and this Plan Administrator Agreement shall not be deemed to be or contain a covenant or agreement by the Plan Administrator to assume or accept any such liability or obligation.

3.2 Indemnification. Except as otherwise set forth in the Plan or Confirmation Order, the Indemnified Persons shall be defended, held harmless and indemnified by the Post-Sale Estates against any and all losses, claims, costs, damages, expenses, and liabilities, including but not limited to, reasonable attorneys' fees and costs arising out of or due to such actions or omissions or the consequences thereof, to which such Indemnified Persons may be subject by reason of such Indemnified Party's execution in good faith of its duties pursuant to the discretion, power and authority conferred on such Person by this Plan Administrator Agreement, the Plan or the Confirmation Order; *provided*, *however*, that the indemnification obligations arising pursuant to this section shall not indemnify any Indemnified Person for any actions taken by an Indemnified Person which constitute willful misconduct, gross negligence, or fraud. Satisfaction of any obligation to an Indemnified Person arising pursuant to the terms of this Section 3.2 shall be payable as Plan Administration Expenses. The indemnification provisions of this Plan Administrator Agreement with respect to any Indemnified Persons shall survive the termination of such Indemnified Person from the capacity for which such Indemnified Person is indemnified. Termination or modification of this Plan Administrator Agreement shall not affect any indemnification rights or obligations in existence at such time.

3.3 No Liability for Acts of Predecessor Plan Administrators. No successor Plan Administrator or interim Plan Administrator shall be in any way liable for the acts or omissions of any predecessor Plan Administrator, unless a successor or interim Plan Administrator expressly assumes such responsibility in writing.

3.4 Reliance by Plan Administrator on Documents, Mistake of Fact, or Advice of Counsel. Except as otherwise provided in this Plan Administrator Agreement, the Plan Administrator, together with the other Indemnified Persons, in good faith may rely, and shall be protected from liability for acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Plan Administrator to be genuine and to have been presented by an authorized party. Further, and without limitation of the foregoing, the Plan Administrator and the other Indemnified Persons may accept and rely, and shall be protected from liability for acting, upon any accounting made by or on behalf of the Debtors and any statement or representation made by the Debtors or their agents and professionals, so long as they have a good faith basis to do so. Any successor Plan Administrator may accept and rely, and shall be protected from liability for acting, upon any accounting, statement or representation made by or on behalf of a predecessor Plan Administrator or its agents as to the assets comprising the Plan Administration Assets or any other fact bearing upon the prior administration of the Post-Sale Estates, so long as it has a good faith basis to do so. The Plan Administrator, together with the other Indemnified Parties, shall not be liable if it acts based on a mistake of fact before having actual knowledge of an event or for any action taken or suffered by such person if such person has reasonably relied upon the advice of counsel or other professionals engaged by the Plan Administrator in accordance with this Plan Administrator Agreement. The Plan Administrator shall be under no obligation to consult with attorneys, accountants, financial advisors or agents, and its determination not to do so shall not result in the imposition of liability on the Plan Administrator, unless such determination is based on fraud, willful misconduct, or gross negligence.

3.5 Insurance. The Plan Administrator may purchase errors and omissions insurance and/or directors and officers insurance with the Plan Administration Assets for itself with regard to any liabilities, losses, damages, claims, costs and expenses such Person may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its willful misconduct, gross negligence, or fraud with respect to the implementation and administration of the Plan and this Plan Administrator Agreement. Such insurance coverage may remain in effect for a reasonable period of time after the termination of the Plan Administrator Agreement, as determined by the Plan Administrator.

ARTICLE IV

DUTIES OF THE PLAN ADMINISTRATOR

4.1 General. The Plan Administrator shall have all duties specified in the Plan, the Confirmation Order, and this Plan Administrator Agreement as being the responsibility of the Plan Administrator.

4.2 Books and Records. The Plan Administrator shall maintain, in respect of the Post-Sale Estates, all books and records of the Debtors relating to the Plan Administration Assets, income or proceeds realized therefrom, and expenses of and claims against or assumed by the Post-Sale Estates, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Except as expressly provided in this Plan Administrator Agreement, the Plan, the Confirmation Order, or the Bankruptcy Code, nothing in this Plan Administrator Agreement is intended to require the Plan Administrator to file any accounting or seek approval of any court with respect to the administration of the Post-Sale Estates, or as a condition for making any payment or distribution to a Beneficiary out of the Plan Administration Assets.

4.3 Standing of Beneficiary. Except as expressly provided in this Plan Administrator Agreement, the Plan, or the Confirmation Order, a Beneficiary does not have standing to direct the Plan Administrator to do or not to do any act or to institute any action or proceeding at law or in equity against any party (other than the Plan Administrator) upon or with respect to the Plan Administration Assets.

ARTICLE V

DISTRIBUTIONS

5.1 Distributions from Plan Administration Assets. All distributions of and from the Plan Administration Assets and the net proceeds thereof, to be made by the Plan Administrator to the Beneficiaries, shall be made only in accordance with the Plan, the Confirmation Order, and this Plan Administrator Agreement, and only to the extent that the amount of Cash distributed on account of any applicable Claim is in excess of $250.00. Any distribution made by the Plan Administrator in good faith shall be binding and conclusive on all interested parties.

5.2 Distributions; Withholding. To the extent that the Post-Sale Estates have sufficient funds from which to make a distribution, the Plan Administrator may make discretionary distributions on an interim basis to the Beneficiaries from Cash held by the Post-Sale Estates; *provided*, *however*, that the Post-Sale Estates may retain such amounts (a) as are reasonably necessary to meet their contingent liabilities; (b) to pay reasonable administrative expenses including, without limitation, the compensation to and reasonable, actual and necessary costs and expenses of the Plan Administrator, including, without limitation, the Plan Administration Expenses and the fees and expenses of the Plan Administrator's Professionals, in connection with the performance of the Plan Administrator's duties with respect to this Plan Administrator Agreement; (c) the reasonable costs necessary to investigate, prosecute, compromise, resolve, liquidate, or withdraw the Disputed Claims and Retained Causes of Action; and (d) to satisfy all other liabilities incurred or assumed by the Post-Sale Estates (or to which the Plan Administration Assets are otherwise subject) in accordance with the Plan, the Confirmation Order, and this Plan Administrator Agreement. All such distributions shall be made as provided, and subject to any withholding, in this Plan Administrator Agreement, the Plan, or the Confirmation Order.

Additionally, the Plan Administrator may withhold from amounts distributable to the Beneficiaries any and all amounts determined in the Plan Administrator's sole discretion to be required for any law, regulation, rule, ruling, directive or other governmental requirement. In no event shall the Plan Administrator be required to make any distribution if the same would be administratively burdensome or unreasonably expensive in relation to the dollar amount of the total Cash to be distributed.

5.3 Non-Cash Property. If, in the Plan Administrator's judgment, any Plan Administration Asset that is not Cash cannot be sold, settled, or otherwise reduced to Cash in a commercially reasonable manner, the Plan Administrator shall have the right to abandon, withdraw, or otherwise dispose of such property consistent with applicable law, including by donation of such property to a charity designated by the Plan Administrator. Except in the case of willful misconduct, gross negligence, or actual fraud, no party in interest shall have a cause of action against the Post-Sale Estates, the Plan Administrator, or any partner, director, officer, employee, representative, consultant of, or professional employed by the Plan Administrator in connection with the Post-Sale Estates arising from or related to the disposition of non-Cash property in accordance with this Section 5.3.

5.4 Method of Cash Distributions. Any Cash distribution to be made by the Plan Administrator pursuant to the Plan will be in U.S. dollars, and may be made, at the sole discretion of the Plan Administrator, by check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law; *provided, however*, that any distribution to a foreign creditor may be made in such funds and by such means as necessary or customary in such foreign jurisdiction at the option and sole discretion of the Plan Administrator.

5.5 Distributions on Non-Business Days. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

5.6 Documents Requested by the Plan Administrator. The Plan Administrator may require any Beneficiary to furnish to the Plan Administrator its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including, but not limited to, a Form W-8 or Form W-9). Any Beneficiary that fails to return such documents and/or forms to the Plan Administrator within 60 days of such request by the Plan Administrator, in writing, shall forfeit its beneficial interest in the Plan Administration Assets, unless otherwise agreed by the Plan Administrator.

5.7 Undeliverable Distributions. Any distribution or delivery to a Beneficiary shall be made at (a) the address of such Holder as set forth in the claims register maintained in the Chapter 11 Cases (subject to any transfer effectuated pursuant to Bankruptcy Rule 3001(e)), (b) after the Effective Date, the address provided in a change of address form provided by the Holder to the Plan Administrator and to the claims agent maintaining such register in the Chapter 11 Cases, or (c) in the absence of a filed proof of claim form, the Schedules. If any distribution to any Beneficiary is returned as undeliverable, and the Plan Administrator has not been able to determine the current address of the Beneficiary, such undeliverable and/or unclaimed distribution shall be deemed unclaimed property at the expiration of 6 months from the Effective Date and shall revert to the Post-Sale Estates to be administered in accordance with the Plan and Confirmation Order. Such undeliverable or unclaimed distributions shall not be subject to (i) any claims by such Beneficiary or (ii) the unclaimed property or escheat laws of any state or governmental unit. No further distributions to such Holder shall be made. Notwithstanding anything to the contrary stated herein, nothing shall require the Plan Administrator to attempt to determine a Beneficiary's current address or otherwise locate a Beneficiary.

5.8 Forfeiture of Distribution. As long as the mailing has not been returned as "undeliverable," all distributions to Beneficiaries made in the form of a check that are not negotiated within 90 days after the date of issuance shall be forfeited. Such unclaimed distribution shall not be subject to (i) any claims by such Beneficiary or (ii) the unclaimed property or escheat laws of any state or governmental unit. Any Plan Administration Assets which are undistributable in accordance with this section shall revert back to the Post-Sale Estates to be administered in accordance with the Plan and the Confirmation Order. Unless the Plan Administrator directly receives a request in writing from the Beneficiary that was originally issued a non-negotiated check within the expiration of 6 months from the Effective Date, no further distributions to such Holder of such Claim shall be made, and the Claims of such Holder shall be forever barred.

ARTICLE VI

TAXES

6.1 Tax Returns. The Plan Administrator shall file in a timely manner on behalf of the Post-Sale Estates and the Debtors any tax returns as are required by applicable law and pay any taxes and fees due thereon.

6.2 Withholding of Taxes. To the extent that the operation of the Post-Sale Estates or the liquidation of the Plan Administration Assets creates a tax liability in excess of applicable net operating losses, the Plan Administrator shall cause the Post-Sale Estates to promptly pay such tax liability and any such payment shall be considered a Plan Administration Expense, payable from the Plan Administration Assets or the proceeds thereof. The Plan Administrator may reserve a sum, the amount of which shall be determined by the Plan Administrator in its sole discretion, sufficient to pay the accrued or potential tax liability arising out of the operations of the Post-Sale Estates or the operation of the Plan Administration Assets. In the exercise of its sound discretion and judgment, the Plan Administrator may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld.

No later than the time required under applicable law after the end of each calendar year, the Plan Administrator shall cause to be filed all required federal, state, and other tax returns.

ARTICLE VII

DISSOLUTION OF THE DEBTORS

7.1 Dissolution and Winding Up. As of the Effective Date, all property of the Estates, including any net operating losses or similar tax attributes and the equity interests of any Debtor not subject to a Dissolution Transaction, shall vest in the Post-Sale Estates. The Post-Sale Estates shall remain in full force and effect until (i) all of the Plan Administration Assets are monetized or disposed of in accordance with the Plan and this Plan Administrator Agreement and all of the assets of the Post-Sale Estates have been completely distributed in accordance with the Plan and this Plan Administrator Agreement, (ii) all tax returns and any other filings or reports have been filed with the appropriate state or federal regulatory authorities and all time periods and all opportunity for such authorities to challenge such final tax returns have expired, and (iii) the order closing these Chapter 11 Cases is a Final Order.

7.2 Discharge of the Plan Administrator. For the purposes of winding up the affairs of the Post-Sale Estates, the Plan Administrator shall continue to act as Plan Administrator until its duties have been fully discharged. After doing so, the Plan Administrator and its agents and employees shall have no further duties or obligations hereunder, except as required by this Plan

Administrator Agreement, the Plan, or applicable law concerning the winding up and dissolution of the Post-Sale Estates.

ARTICLE VIII

ADMINISTRATIVE EXPENSES

8.1 Plan Administration Expenses. The Plan Administration Expenses, including, without limitation, the compensation to and the reimbursement of reasonable, actual and necessary costs, fees, and expenses of the Plan Administrator, including, without limitation, the costs, fees, and expenses of the Plan Administrator's Professionals, in connection with the performance of the Plan Administrator's duties under this Plan Administrator Agreement, shall be paid from the Plan Administration Assets. At the time of making final distributions to Beneficiaries, the Plan Administrator may reserve amounts from the Plan Administration Assets that the Plan Administrator deems necessary to pay Plan Administration Expenses or to wind up and dissolve any remaining Debtors and close these Chapter 11 Cases. In the event that the Plan Administrator is holding funds after making the final distributions to Beneficiaries and the winding up and dissolution of all Debtors and the Post-Sale Estates, on account of excess reserved amounts or distributions returned to the Post-Sale Estates due to Beneficiaries failing to negotiate distributions issued by check, or otherwise, the Plan Administrator shall donate such remaining funds to a not-for-profit organization of its choosing.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Amendments. Any substantive provision of this Plan Administrator Agreement may be amended or waived by the Plan Administrator in its reasonable discretion or by order of the Bankruptcy Court if necessary to implement the Plan. Non-material amendments to this Plan

Administrator Agreement may be made as necessary to clarify this Plan Administrator Agreement or enable the Plan Administrator to effectuate the terms of this Plan Administrator Agreement upon written notice to the U.S. Trustee, the Prepetition ABL Agent, and the Prepetition 2L Agent; *provided*, *however*, that all amendments of this Plan Administrator Agreement shall be consistent with the purpose and intention of the Plan to liquidate the Plan Administration Assets in an expeditious but orderly manner and distribute the Plan Administration Assets in accordance with the Plan, the Confirmation Order and this Plan Administrator Agreement. No amendment to or waiver of this Plan Administrator Agreement that is inconsistent with the terms of the Plan or the Confirmation Order shall be effective absent an order of the Bankruptcy Court authorizing it.

9.2 Waiver. No failure by the Plan Administrator to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof, or of any other right, power or privilege.

9.3 Cumulative Rights and Remedies. The rights and remedies provided in this Plan Administrator Agreement are cumulative and are not exclusive of any rights under law or in equity.

9.4 Relationship to the Plan. The principal purpose of this Plan Administrator Agreement is to aid in the implementation of the Plan and, therefore, this Plan Administrator Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event that any provision of this Plan Administrator Agreement is found to be inconsistent with a provision of the Plan or the Confirmation Order, the provisions of the Plan or the Confirmation Order shall control.

9.5 Governing Law. This Plan Administrator Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to rules governing the conflict of laws.

9.6 Retention of Jurisdiction. Notwithstanding the Effective Date and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Post-Sale Estates after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection therewith, including, without limitation, with respect to this Plan Administrator Agreement or any entity's obligations incurred in connection herewith, or any action against the Plan Administrator, the Plan Administrator's Professionals or the Post-Sale Estates, in each case in its capacity as such. Each Party to this Plan Administrator Agreement hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Plan Administrator Agreement or of any other agreement or document delivered in connection with this Plan Administrator Agreement, and also hereby irrevocably waives any defense of improper venue, forum non conveniens or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each Party further irrevocably agrees that (i) any action to enforce, interpret, or construe any provision of this Plan Administrator Agreement will be brought only in the Bankruptcy Court; and (ii) all determinations, decisions, rulings, and holdings of the Bankruptcy Court shall be final and non-appealable and not subject to re-argument or reconsideration. Each Party hereby irrevocably consents to service by certified or registered mail, return receipt requested, to be sent to its address set forth in Section 9.9 of this Plan Administrator Agreement as it may designate from time to time by notice given in the manner provided above, of any process in any action to enforce, interpret or construe any provision of this Plan Administrator Agreement.

9.7 Severability. In the event that any provision of this Plan Administrator Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court or another court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Plan Administrator Agreement, or the application of such provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Plan Administrator Agreement shall be valid and enforced to the fullest extent permitted by law.

9.8 Limitation of Benefits. Except as otherwise specifically provided in this Plan Administrator Agreement, the Plan, or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the Parties hereto and the Beneficiaries any rights or remedies under or by reason of this Plan Administrator Agreement.

9.9 Notices. All notices, requests, demands, consents and other communication hereunder shall be in writing and shall be deemed to have been duly given, if delivered in person or if sent by overnight mail or by registered or certified mail with postage prepaid, return receipt requested, to the following addresses.

If to the Plan Administrator:

Ankura Trust Company, LLC
2 Houston Center
909 Fannin Street, Suite 2450
Houston, TX 77010
Attn: Ben Chesters, Ryan Strubeck, J.R. Bryant
Email: ben.chesters@ankura.com
ryan.strubeck@ankura.com
jr.bryant@ankura.com

<u>If to the Prepetition ABL Agent</u>:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attn: Elisha D. Graff, Dov Gottlieb, and Zachary J. Weiner
Email: egraff@stblaw.com
dov.gottlieb@stblaw.com
zachary.weiner@stblaw.com

<u>If to the Prepetition 2L Agent</u>:

Ropes & Gray LLP
191 North Wacker Drive, 32nd Floor
Chicago, IL 60606
Attn: Stephen L. Iacovo and Michael K. Wheat
Email: Stephen.Iacovo@ropesgray.com
Michael.Wheat@ropesgray.com

<u>If to the U.S. Trustee</u>:

Office of the United States Trustee for the Southern District of Texas
515 Rusk Street, Suite 3156
Houston, TX 77002
Attn: Jana Whitworth, Ha Nguyen
Email: Jana.Whitworth@USDOJ.gov
Ha.Nguyen@USDOJ.gov

The Parties may designate in writing from time to time other and additional places to which notices may be sent. All demands, requests, consents, notices and communications shall be deemed to have been given (a) at the time of actual delivery thereof, (b) if given by certified or registered mail, 5 business days after being deposited in the United States mail, postage prepaid and properly addressed, or (c) if given by overnight courier, the next business day after being sent, charges prepaid and properly addressed.

9.10 Further Assurances. From and after the Effective Date, the Parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Plan Administrator Agreement, and to consummate the transactions contemplated hereby.

9.11 Integration. This Plan Administrator Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by, and among the Parties, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Plan Administrator Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the Parties hereto, relating to any transaction contemplated hereunder.

9.12 Successors or Assigns. The terms of this Plan Administrator Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

9.13 Interpretation. The enumeration and section headings contained in this Plan Administrator Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Plan Administrator Agreement or of any term or provision hereof. Unless the context otherwise requires, whenever used in this Plan Administrator Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, entities, associations, companies, and corporations. The words “herein”, “hereby”, and “hereunder” and words with similar import, refer to this Plan Administrator Agreement as a whole, as it may be amended, supplemented, or modified, and not to any particular section or subsection hereof unless the context requires otherwise.

9.14 Counterparts. This Plan Administrator Agreement may be signed by the Parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Plan Administrator Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers or agents, all as of the date first above written.

Axip Energy Services, LP and Its Affiliated Debtors

By: ______________________________
Ben Chesters
Chief Restructuring Officer
E3 Compression Holdings LLC

Plan Administrator:
Ankura Trust Company, LLC

By: ______________________________
Scott A. Rinaldi, solely in his capacity as Managing Director of Ankura Trust Company, LLC, solely in its capacity as Plan Administrator.