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

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

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF MARCH 11, 2026

Upon consideration of the application (the "Application")[2] of the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors (collectively, the "Debtors"), for entry of an order (this "Order") (i) authorizing the Committee to retain and employ Berkeley Research Group, LLC ("BRG") as its financial advisor, effective as of March 11, 2026, and (ii) granting related relief, pursuant to sections 328(a), 330 and 1103 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the *Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas* (the "Local Rules"); and the Court being satisfied, based on the representations made in the Application and the Galfus Declaration that (i) the terms and conditions of BRG's employment, including the hourly compensation and indemnification provisions set forth in the

[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' U.S. corporate headquarters: 1221 McKinney, Suite 3175, Houston, Texas 77010.

[2] Any capitalized term not defined herein shall have the meaning ascribed to it in the Application.

Application are reasonable, (ii) the Committee's employment of BRG is in the best interests of the Debtors' estates and their unsecured creditors, and (iii) BRG does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates and is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been served, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application and determined that the legal and factual bases set forth therein establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. In accordance with sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rules 2014-1 and 2016-1, the Committee is authorized to retain and employ BRG as its financial advisor effective as of March 11, 2026 for the purposes and on the terms set forth in the Application and the Galfus Declaration as modified herein.

2. BRG is authorized to perform the services set forth in the Application and the Galfus Declaration.

3. The terms of the Application, as modified herein, are approved and the indemnification, contribution, and reimbursement provisions as set forth therein are approved, subject, during the pendency of these cases, to the following modifications:

(a) BRG shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Application unless the indemnification, contribution, or reimbursement is approved by the Court;

(b) Notwithstanding any provision of the Application to the contrary, the Debtors shall have no obligation to indemnify BRG, or provide contribution or reimbursement to BRG, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from BRG's gross negligence, willful misconduct, bad faith, breach of fiduciary duty (if any), fraud or self-dealing, (ii) for a contractual dispute in which the Debtors and/or Committee allege the breach of BRG's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which BRG should not receive indemnity, contribution, or reimbursement under the terms of the Application as modified by this Order; and

(c) If, before the earlier of (i) the entry of a final, non-appealable order confirming a chapter 11 plan in these cases, and (ii) the entry of an order closing these Cases, BRG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Application (as modified by this Order), including without limitation the advancement of defense costs, BRG must file an application therefor in this Court, and the Debtors may not pay any such amounts to BRG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by BRG for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify BRG. All parties in interest shall retain the right to object to any demand by BRG for indemnification, contribution, or reimbursement.

4. Except in the case of conduct by BRG or its agents involving gross negligence, willful misconduct, reckless misconduct, or fraud, BRG shall not be liable under this Order to the Committee or their respective successors, assigns or affiliates for damages in excess of the amount of the fees paid in connection with these Cases to BRG. The terms of this paragraph shall survive any termination of the Committee's retention and employment of BRG as its financial advisor in these Cases and such commitments shall extend upon the terms set forth in this paragraph to any controlling person, director, officer, employee, or affiliate of BRG.

5. In the event that, during the pendency of these cases, BRG seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in BRG's fee applications and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to the approval of the Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327; provided, however, that BRG shall not seek reimbursement from the Debtors' estates for any fees or expenses incurred in defending any of BRG's fee applications in these Cases.

6. BRG shall file interim and final applications for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in and shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules or Local Rules as may then be applicable, and any applicable orders and procedures of this Court. For the avoidance of doubt, under no circumstances shall any of the compensation or expense reimbursement obligations approved by the Court be an obligation of, or paid by, the Committee or any of its members or professionals.

7. For billing purposes, BRG shall keep reasonably detailed time records in one tenth (1/10) hour increments. The U.S. Trustee shall retain the right to object to the fees payable to BRG based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

8. BRG shall, to the extent that, with the prior consent of the Committee, it uses the services of independent or third party contractors or subcontractors (the "Contractors") in these Cases, (i) pass-through the fees and costs of the Contractors at the same rate that BRG pays the Contractors; (ii) seek reimbursement for actual costs of the Contractors only; (iii) ensure that the Contractors are subject to the same conflict checks as required for BRG; and (iv) file with the

Court such disclosures as required by the Bankruptcy Code, Bankruptcy Rules, Local Rules, orders of the Court and applicable law.

9. To the extent the Committee wishes to expand the scope of BRG's services beyond those services set forth in the Application, the Galfus Declaration, or this Order, the Committee shall be required to seek further approval from this Court. The Committee shall file notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Debtors, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Committee's filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing. All additional services shall be subject to the provisions of this Order.

10. In connection with any increases in BRG's rates set forth in the Application, BRG shall provide ten business days' notice to the Debtors, the United States Trustee, and the Committee prior to filing a fee statement or fee application reflecting such an increase which shall set forth the requested rate increase and explain the basis for the requested rate increase in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and certify that the Committee has consented to the requested rate increases. The U.S. Trustee shall retain all rights to object to any rate increase on all grounds including the reasonableness standard provided for in section 330 of the Bankruptcy Code.

11. BRG shall use its reasonable efforts and coordinate with the Committee and their other retained professionals to avoid any duplication of services provided by any of the Committee's other retained professionals in these Cases.

12. The Committee and BRG are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

13. To the extent there is an inconsistency between the terms and conditions set forth in the Application, the Galfus Declaration, and this Order, the provisions of this Order shall govern.

14. Notwithstanding any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Signed: April 30, 2026

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge