

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

In re:	)	
	)	Chapter 11
NINE ENERGY SERVICE, INC., <i>et al.</i> , ¹	)	
	)	Case No. 26-90295 (CML)
Debtors.	)	
	)	(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND &
ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 1, 2026**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Chad J. Husnick, the president of Chad J. Husnick, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Husnick Declaration”), which is attached

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/NineEnergy>. The location of Nine Energy Service, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 2001 Kirby Drive, Suite 200, Houston, TX 77019.

hereto as **Exhibit A** and the declaration of Guy Sirkes, Executive Vice President and Chief Financial Officer of Nine Energy Service, Inc, which is attached hereto as **Exhibit B** (the “Sirkes Declaration”). In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

4. On February 1, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 2, 2026, the Court entered an order [Docket No. 28] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

5. A description of the Debtors' business and the reasons for commencing the chapter 11 cases are set forth in the *Declaration of Guy Sirkes, Executive Vice President and Chief Financial Officer of Nine Energy Service, Inc., in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 4], filed on February 1, 2026 (the "First Day Declaration"), incorporated herein by reference.²

Relief Requested

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of November 6, 2025 (the "Engagement Letter"), a copy of which is attached hereto as **Exhibit 1** to the Order and incorporated herein by reference.³

Kirkland's Qualifications

7. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Kleopatra Finco S.à r.l.*, No. 25-90642 (CML) (Bankr. S.D. Tex. Dec. 31, 2025); *In re Anthology Inc.*, No. 25-90498 (ARP) (Bankr. S.D.

² Capitalized terms used and not otherwise defined in this Application have the meanings ascribed to them in the First Day Declaration.

³ The Debtors also seek to employ and retain Kane Russell Coleman Logan ("Kane Russell") as their conflicts counsel in connection with these chapter 11 cases to handle matters that the Debtors may encounter that cannot be handled appropriately by Kirkland because of a conflict of interest. It is intended that the services of Kane Russell shall complement, and not duplicate, the services to be rendered by Kirkland. Moreover, the responsibilities of Kane Russell shall be confined to discrete legal matters that are distinct from the matters handled by Kirkland. Kane Russell shall act on its own and will not act under the direct supervision of Kirkland.

Tex. Nov. 24, 2025); *In re Sunnova Energy Int'l Inc.*, No. 25-90160 (ARP) (Bankr. S.D. Tex. July 23, 2025); *In re Ascend Performance Materials Holdings Inc.*, No. 25-90127 (CML) (Bankr. S.D. Tex. June 17, 2025); *In re Global Clean Energy Holdings, Inc.*, No. 25-90113 (ARP) (Bankr. S.D. Tex. May 22, 2025); *In re Northvolt AB*, No 24-90577 (ARP) (Bankr. S.D. Tex. Jan. 13, 2025); *In re Vertex Energy, Inc.*, No. 24-90507 (CML) (Bankr. S.D. Tex. Nov. 25, 2024); *In re Digit. Media Sols., Inc.*, No. 24-90468 (ARP) (Bankr. S.D. Tex. Nov. 1, 2024).⁴

9. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in

⁴ Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Kirkland.

negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

11. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These

rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

12. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁵

Billing Category⁶	U.S. Range
Partners	\$1,395-\$2,975
Of Counsel	\$875-\$2,495
Associates	\$825-\$1,775
Paraprofessionals	\$385-\$775

14. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁷

⁵ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart. In addition, the rate ranges provided for in the Application may change if an individual leaves or joins Kirkland. In either case, Kirkland does not intend to update the ranges for such circumstances.

⁶ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁷ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in

15. Kirkland represented the Debtors during the twelve-month period before the Petition Date, using the hourly rates listed above and in the Husnick Declaration. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

17. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

19. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

20. Per the terms of the Engagement Letter, on November 12, 2025, the Debtors paid \$500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$3,892,684.62 in the aggregate. Before November 6, 2025, Kirkland was party to different engagement letters with the Debtors concerning advice related to litigation, executive compensation, debt finance, mergers and acquisitions, and capital markets. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland’s receipt, any special purpose retainer will be placed in Kirkland’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.⁸

⁸ The Engagement Letter permits Kirkland to retain any prepetition special purpose retainer held by Kirkland as of the Petition Date rather than applying such prepetition special purpose payment retainer to pay postpetition fees and expenses. In light of the facts and circumstances of these chapter 11 cases, Kirkland will retain any prepetition special purpose retainer held by Kirkland as of the Petition Date and will not apply any such amounts to postpetition fees and expenses.

21. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

22. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's special purpose retainer, such fees and expenses will either be satisfied by the special purpose retainer or written off in the ordinary course.

Kirkland's Disinterestedness

23. To the best of the Debtors' knowledge and as disclosed herein and in the Husnick Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Husnick Declaration.

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

Supporting Authority

25. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

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

Fed. R. Bankr. P. 2014.

27. The Debtors submit that for all the reasons stated above and in the Husnick Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Husnick Declaration, Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Husnick Declaration.

Notice

28. The Debtors have provided notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the Internal Revenue Service; (e) the DIP Lenders; (f) the DIP Agent; (g) the Senior Secured Notes Trustee; (h) the ABL Agent; (i) the Ad Hoc Group; (j) the

United States Securities and Exchange Commission; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the website of the Debtors' notice and claims agent at <https://dm.epiq11.com/NineEnergy>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is required.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: February 12, 2026
Houston, Texas

/s/ Guy Sirkes

Guy Sirkes
Nine Energy Service, Inc.
Executive Vice President &
Chief Financial Officer

Certificate of Service

I certify that on February 12, 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/ John J. Kane

John J. Kane

EXHIBIT A

Husnick Declaration

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

In re:

NINE ENERGY SERVICE, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 26-90295 (CML)
)

) (Jointly Administered)
)

**DECLARATION OF CHAD J. HUSNICK
IN SUPPORT OF THE DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND &
ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 1, 2026**

I, Chad J. Husnick, being duly sworn, state the following under penalty of perjury:

1. I am the president of Chad J. Husnick, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 333 West Wolf Point Plaza, Chicago, Illinois 60654, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland").² I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of Illinois and the Bar of the State of New York, and I have been admitted to practice in the United States Supreme Court, the United States Court of Appeals for the Second Circuit, Fourth Circuit, and Seventh Circuit, and the United States District Courts for the Northern District of Illinois and the Southern District of New York. There are no disciplinary proceedings pending against me.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/NineEnergy>. The location of Nine Energy Service, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 2001 Kirby Drive, Suite 200, Houston, TX 77019.

² Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

2. I submit this declaration (the “Declaration”) in support of the Debtors’ *Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 1, 2026* (the “Application”).³ Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland’s Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Kleopatra Finco S.à r.l.*, No. 25-90642 (CML) (Bankr. S.D. Tex. Dec. 31, 2025); *In re Anthology Inc.*, No. 25-90498 (ARP) (Bankr. S.D. Tex. Nov. 24, 2025); *In re Sunnova Energy Int’l Inc.*, No. 25-90160 (ARP) (Bankr. S.D. Tex. July 23, 2025); *In re Ascend Performance Materials Holdings Inc.*, No. 25-90127 (CML) (Bankr. S.D. Tex. June 17, 2025); *In re Global Clean Energy Holdings, Inc.*, No. 25-90113 (ARP) (Bankr. S.D. Tex. May 22, 2025); *In re Northvolt AB*, No. 24-90577 (ARP) (Bankr. S.D. Tex. Jan. 13, 2025); *In re Vertex Energy, Inc.*, No. 24-90507 (CML) (Bankr. S.D. Tex. Nov. 25, 2024); *In re Digit. Media Sols., Inc.*, No. 24-90468 (ARP) (Bankr. S.D. Tex. Nov. 1, 2024).⁴

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors’ business and many of the potential legal issues that may

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arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated November 6, 2025 (the “Engagement Letter”), a copy of which is attached as **Exhibit 1** to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors’ estates, including prosecuting actions on the Debtors’ behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors’ estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors’ estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁵

⁵ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart. In addition, the rate ranges provided for in the Application may change if an

Billing Category⁶	U.S. Range
Partners	\$1,395-\$2,975
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11. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁷

12. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services

individual leaves or joins Kirkland. In either case, Kirkland does not intend to update the ranges for such circumstances.

⁶ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁷ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

15. Per the terms of the Engagement Letter, on November 12, 2025, the Debtors paid \$500,000 to Kirkland, which, as stated in the Engagement Letter, constituted a “special purpose retainer” (also known as an “advance payment retainer”) as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional special purpose retainer totaling \$3,892,684.62 in the aggregate. As stated in the Engagement Letter, any special purpose retainer is earned by Kirkland upon receipt, any special purpose retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any special purpose retainer upon Kirkland’s receipt, any special purpose retainer will be placed in Kirkland’s general

account and will not be held in a client trust account, and the Debtors will not earn any interest on any special purpose retainer.⁸

16. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's special purpose retainer, such fees and expenses will either be satisfied by the special purpose retainer or written off in the ordinary course.

17. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

18. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST

⁸ The Engagement Letter permits Kirkland to retain any prepetition special purpose retainer held by Kirkland as of the Petition Date rather than applying such prepetition special purpose retainer to pay postpetition fees and expenses. In light of the facts and circumstances of these chapter 11 cases, Kirkland will retain any prepetition special purpose retainer held by Kirkland as of the Petition Date and will not apply any such amounts to postpetition fees and expenses.

Guidelines”), both in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

19. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors’ chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland’s billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland’s billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland’s current hourly rates for services rendered on behalf of the Debtors range as follows: ⁹

Billing Category	U.S. Range
Partners	\$1,395-\$2,975
Of Counsel	\$875-\$2,495
Associates	\$825 - \$1,775
Paraprofessionals	\$385 - \$775

⁹ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart. In addition, the rate ranges provided for in the Application may change if an

Kirkland represented the Debtors from February 1, 2025, to December 31, 2025, using the hourly rates listed below:

Billing Category	U.S. Range
Partners	\$1,295-\$2,675
Of Counsel	\$875-\$2,245
Associates	\$785-\$1,625
Paraprofessionals	\$355-\$705

- d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes. More specifically, pursuant to the Interim DIP Order¹⁰ professionals proposed to be retained by the Debtors are required to provide weekly estimates of fees and expenses incurred in these chapter 11 cases.

Kirkland's Disinterestedness

20. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients

individual leaves or joins Kirkland. In either case, Kirkland does not intend to update the ranges for such circumstances.

¹⁰ "Interim DIP Order" means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 68].

during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. Kirkland did not receive any answers in the affirmative to these emails. Additionally, to the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

21. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:¹¹

<u>Schedule</u>	<u>Category</u>
1(a)	Debtor and Non-Debtor Affiliates
1(b)	Current and Recent Former Directors and Officers
1(c)	Prepetition ABL and DIP Lenders
1(d)	Banks
1(e)	Benefit Providers
1(f)	Customers
1(g)	Debtor Professional

¹¹ Kirkland's inclusion of parties in the following Schedules is solely to illustrate Kirkland's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

- 1(h) Governmental and Taxing Authority
- 1(i) Insurance and Surety Bond Providers
- 1(j) Landlords
- 1(k) Litigation Counterparties
- 1(l) Material Contract Counterparties and Vendors
- 1(m) Non-Debtor Professional
- 1(n) Ordinary Course Professionals
- 1(o) Senior Secured Noteholders
- 1(p) Senior Secured Notes Administrative Agent
- 1(q) Significant Equity Holders
- 1(r) U.S. Trustee Personnel, Judges, and Court Personnel
- 1(s) Utility Providers
- 1(t) UCC Lien Parties

22. To the best of my knowledge, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

23. Listed on **Schedule 2** to this Declaration are the results of Kirkland’s conflicts searches of the above-listed entities.¹² For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the “Specific Disclosures” section of this

¹² As referenced in **Schedule 2**, the term “current client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term “former client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term “closed client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland’s representation rather than its potential listing in Kirkland’s conflicts search system. The list generated from Kirkland’s conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with “former clients” or “closed clients” for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

24. Of the entities listed on **Schedule 2**, only two represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on January 31, 2026 (collectively, the "One-Percent Clients"). Advent International LP (together with its affiliates, collectively, "Advent") is a One-Percent Client. Advent is the primary controlling entity of NCS Multistage Inc. ("NCS"). NCS is the plaintiff in litigation against certain of the Debtors in the United States District Court for the Western District of Texas, styled *NCS Multistage Inc. v. Nine Energy Service, Inc.*, No. 6:20-cv-00277-ADA, to recover on claims related to intellectual property. Kirkland does not represent NCS or the Debtors in this litigation matter. Kirkland's current and prior representations of Advent have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Advent or NCS in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Advent precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

25. Ares Management Corp (together with its affiliates, collectively, "Ares") is a One-Percent Client. Certain of the Debtors' customers are portfolio companies of Ares. Kirkland does not, and will not, represent Ares in connection with the chapter 11 cases. I do not believe

that any current or former representation of Ares precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.¹³

26. Kirkland's conflicts search of the entities listed on **Schedules 1(a) – 1(t)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

27. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of Texas, except as disclosed or otherwise described herein.

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

29. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration

¹³ Specific percentages will be disclosed to the U.S. Trustee upon request.

in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

30. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

31. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

32. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

33. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Holders of Equity Interests in the Debtors.

34. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Renaissance Technologies LLC and certain of its affiliates (collectively, "Renaissance") on a variety of matters. Renaissance owns approximately 1% of the equity interests in Nine Energy Service, Inc. Kirkland has not represented, and will not represent, Renaissance in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. All current and prior Kirkland representations of Renaissance have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Renaissance precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Officers and Directors.

35. As disclosed below and on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. Julie Pfeffer, a director of the Debtors, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Ms. Pfeffer serves, or has served, in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

37. Theodore Moore, Executive Vice President and General Counsel of the Debtors, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Mr. Moore serves, or has served, in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Connections to Other Entities.

38. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, White Oak Global Advisors ("White Oak"), the parent of the Debtors' Prepetition ABL Lenders, Prepetition ABL Agent, DIP Lenders, and DIP Agent, on a variety of matters. Kirkland's current and prior representations of White Oak have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, White Oak in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of White Oak precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

39. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain significant holders of the Debtors' senior secured notes (the "Senior Secured Notes") and/or their affiliates and subsidiaries (collectively, the "Significant Senior Secured Noteholders") on a variety of matters. Such holders include BlackRock Advisors, LLC, Legal & General Investment Management, LTD, Mellon Investments Corporation, and Nomura Corporate Research and Asset Management, Inc. (U.S.). Kirkland's current and prior representations of the Significant Senior Secured Noteholders have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Significant Senior

Secured Noteholders in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of the Significant Senior Secured Noteholders precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

40. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, SCF Partners Inc. and various of its subsidiaries and affiliates (collectively, "**SCF**") on a variety of matters. SCF owned the majority of the Debtors' equity interests until 2018 when the Debtors became publicly owned. Kirkland's current and prior representations of SCF have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, SCF in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of SCF precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

41. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, 3M Company and various of its subsidiaries and affiliates (collectively, "**3M**") on a variety of matters. 3M is a contract counterparty of the Debtors. Kirkland's current and prior representations of 3M have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, 3M in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of 3M precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Berkshire Hathaway Inc. and various of its subsidiaries and affiliates

(collectively, “Berkshire”), including Whittaker, Clark & Daniels, Inc. (as discussed further below), on a variety of matters. Kirkland’s current and prior representations of Berkshire have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Berkshire in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of Berkshire precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

43. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Whittaker, Clark & Daniels, Inc. and various of its subsidiaries and affiliates (collectively, “Whittaker”) in Whittaker’s ongoing restructuring efforts and chapter 11 cases. Whittaker is an affiliate of Berkshire, an insurance provider to certain of the Debtors. Kirkland’s current and prior representations of Whittaker have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Whittaker in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases and, similarly, will not represent the Debtors in connection with any matter adverse or related to Whittaker. To the extent it is necessary for the Debtors or Whittaker to commence an action against one another, such parties will be represented in such matters by conflicts counsel. I do not believe that Kirkland’s current or prior representation of Whittaker precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

D. Other Chapter 11 Professionals.

44. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seek to retain in connection with these chapter 11 cases. Kirkland’s current and prior

representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

45. The Debtors' proposed investment banker is Moelis & Company LLC ("Moelis"). As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Moelis on a variety of matters. Kirkland's current and prior representations of Moelis have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Moelis in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Moelis precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

46. The Debtors' proposed claims and noticing agent is Epiq Corporate Restructuring, LLC ("Epiq"). As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, affiliates of Epiq on a variety of matters. Kirkland's current and prior representations of Epiq have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Epiq in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Epiq precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

47. The Ad Hoc Group has engaged Houlihan Lokey Inc. ("Houlihan Lokey") as their investment banker. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Houlihan Lokey and certain of its affiliates on a variety of matters. Kirkland's current

and prior representations of Houlihan Lokey have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Houlihan Lokey in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Houlihan Lokey precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

E. Kirkland Attorney and Employee Investments.

48. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland's knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

49. From time-to-time Kirkland and/or one or more Kirkland partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds or directly or indirectly in the debt or equity securities of one or more companies. Such Passive-Intermediary Entity is composed only of Kirkland and/or persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some

may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is generally operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

50. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

F. Other Disclosures.

51. Finally, certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

52. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A., J.P. Morgan Securities, LLC, and J.P. Morgan Investment Management, Inc. are among the holders of the Debtors' Senior Secured Notes. JP Morgan Chase Bank, N.A. and certain of its affiliates provide the Debtors banking services and are among the Debtors' letter of credit issuers and material contract counterparties. Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

53. James H.M. Sprayregen, a former Kirkland partner, is the Vice Chairman of Hilco Global ("Hilco Global"). Hilco Global is the ultimate parent of Hilco Valuation Services, LLC ("Hilco"). Hilco Valuation Services, LLC has historically provided the Debtors with certain valuation and appraisal services, including in connection with determining the borrowing base for the Debtors' asset-based lending facilities. Mr. Sprayregen was a partner at Kirkland from July 1990 until June 2006 and again from December 2008 until August 2024 and did not work on the Debtors' cases while at Kirkland. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code. In addition, the son of Kirkland partner Patrick J. Nash, Jr., is employed by Hilco Real Estate, LLC, an affiliate of Hilco.

I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

54. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

55. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

56. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 12, 2026

Respectfully submitted,

/s/ Chad J. Husnick

Chad J. Husnick
as President of Chad J. Husnick, P.C., as Partner
of Kirkland & Ellis LLP; and as Partner of
Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Chad J. Husnick in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 1, 2026* (the "Husnick Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Husnick Declaration, matching the incomplete or ambiguous name.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Husnick Declaration.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtor and Non-Debtor Affiliates
1(b)	Current and Recent Former Directors and Officers
1(c)	Prepetition ABL & DIP Lenders
1(d)	Banks
1(e)	Benefit Providers
1(f)	Customers
1(g)	Debtor Professional
1(h)	Governmental and Taxing Authority
1(i)	Insurance and Surety Bond Providers
1(j)	Landlords
1(k)	Litigation Counterparties
1(l)	Material Contract Counterparties and Vendors
1(m)	Non-Debtor Professional
1(n)	Ordinary Course Professionals
1(o)	Senior Secured Noteholders
1(p)	Senior Secured Notes Admin Agent
1(q)	Significant Equity Holders
1(r)	U.S. Trustee Personnel, Judges, and Court Personnel
1(s)	Utility Providers
1(t)	UCC Lien Parties

SCHEDULE 1(a)

Debtor and Non-Debtor Affiliates

CDK Perforating LLC
Crest Pumping Technologies LLC
Frac Technology AS
Magnum Oil Tools GP LLC
Magnum Oil Tools International Ltd.
MOTI Holdco LLC
Nine Downhole Norway AS
Nine Downhole Technologies LLC
Nine Energy Canada Inc.
Nine Energy Service Inc.
Nine Energy Service LLC
RedZone Coil Tubing LLC

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Baldwin, Mark E.
Crombie, David
Danner, Ernie
Fox, Ann
Hall, J.D.
Harrell, Curtis
Luz, Brett
Moore, Theodore
Peffer, Julie
Schwinger, Scott
Sirkes, Guy
Thomas, Gary L.
Waite, Andy
Willis, Darryl

SCHEDULE 1(c)

Prepetition ABL and DIP Lenders

White Oak ABL 3 LLC

White Oak Commercial Finance LLC

SCHEDULE 1(d)

Banks

Amegy Bank NA

JPMorgan Chase Bank NA

SCHEDULE 1(e)

Benefit Providers

Allstate Identity Protection
BCBS - Health Care Service Corp.
Fidelity Investments
Provident Life & Accident Insurance Co.
Unum Group
VSP Vision Plan

SCHEDULE 1(f)

Customers

[Confidential]

SCHEDULE 1(g)

Debtor Professionals

Epiq Corporate Restructurings LLC

FTI Consulting Inc.

Hilco Valuation Services LLC

Kane Russell Coleman Logan PC

KPMG LLP

Moelis & Co.

PricewaterhouseCoopers LLP

SCHEDULE 1(h)

Governmental and Taxing Authority

Atascosa, County of (TX), Tax Office
Aurora, City of (CO)
Bienville, Parish of (LA), Sales & Use Tax
Commission
Bossier, Parish of (LA), Sales & Use Tax
Division
Caddo, Parish of (LA), Sales & Use Tax
Commission
California, State of, Franchise Tax Board
Canada, Government of, Border Services
Agency
Canada, Government of, Receiver General
Canadian, County of (OK), Treasurer
Colorado, State of, Department of Revenue
DeSoto, Parish of (LA), Sales & Use Tax
Commission
Delaware, State of, Secretary - Division of
Corps.
Evans, City of (CO)
Fallon, County of (MT), Treasurer
Grand Junction, City of (CO), Sales Tax
Grant, County of, Treasurer
Gregg, County of (TX), Tax Assessor
Collector
Iberia, Parish of (LA), Department of
Taxation
Jack County Appraisal District
Jack County Tax Assessor Collector
Jack, County of (TX), Tax Office
Jackson, Parish of (LA), Sales Tax
Lea, County of (NM), Treasurer
Louisiana, State of, Department of Public
Safety
Louisiana, State of, Department of Revenue
Louisiana, State of, Department of
Transportation & Development
Midland Central Appraisal District (TX)
Montana, State of, Department of
Environmental Quality
Montana, State of, Department of Revenue
Natchitoches, Parish of (LA), Sales Tax

New Mexico, State of, Department of
Revenue
New Mexico, State of, Environment
Department
New Mexico, State of, Taxation & Revenue
Department
New York, State of, Corp. Tax
Nolan Central Appraisal District (TX)
North Dakota, State of, Office of State Tax
Commissioner
Nueces, County of (TX)
Ohio, State of, Department of Taxation
Oklahoma, State of, Tax Commission
Oklahoma, State of, Tax Commission-Sales
Tax
Oklahoma, State of, Turnpike Authority
Parker, County of (TX), Appraisal District
Pennsylvania, Commonwealth of
Pennsylvania, Commonwealth of,
Department of Environmental Protection
Pennsylvania, Commonwealth of,
Department of Revenue
Red River, Parish of (LA), Tax Agency
Sabine, Parish of (LA), Sales & Use Tax
Commission
Smith, County of (TX)
St. Landry, Parish of (LA)
St. Martin, Parish of (LA)
Tarrant, County of (TX), Tax Assessor-
Collector
Texas, State of, Commission on
Environmental Quality
Texas, State of, Comptroller of Public
Accounts
Texas, State of, Department of Motor
Vehicles
Texas, State of, Department of State Health
Services
United States, Government of the,
Department of Justice, Bureau of
Alcohol Tobacco & Firearms &
Explosives

United States, Government of the,
Environmental Protection Agency
Utah, State of, Tax Commission
Van Zandt Appraisal District (TX)
Vernon, Parish of (LA), Department of
Taxation
Ward, County of (TX), Tax
Assessor/Collector
Washington, Parish of (LA), Department of
Taxation
Webster, Parish of (LA), Department of
Taxation
West Virginia, State of, Fire Marshal
West Virginia, State of, Tax Department
Williams, County of (OH), Treasurer
Wise, County of (TX)
Wyoming, State of, Department of Revenue

SCHEDULE 1(i)

Insurance and Surety Bond Providers

Allied World Specialty Insurance Co.
American Alternative Insurance Co.
Atradius Trade Credit Insurance Inc.
Berkley Insurance Co.
Berkshire Hathaway Specialty Insurance Co.
Endurance American Insurance Co.
Endurance Assurance Corp.
First Insurance Funding
Freedom Specialty Insurance Co.
Great American Insurance Co.
Hamilton Insurance Designated Activity Co.
Homeland Insurance Co. of New York
Landmark American Insurance Co.
Lockton Cos. LLC
National Union Fire Insurance Company of Pittsburgh PA
Old Republic Professional Liability Inc.
QBE UK Ltd.
Resilience Cyber Insurance Solutions
Starr Indemnity & Liability Co.
Starr Surplus Lines Insurance Co.
Trisura Insurance Co.
Underwriters at Lloyd's London
Wells Fargo Bank NA
XL Professional Insurance
XL Specialty Insurance
Zurich American Insurance Co.

SCHEDULE 1(j)

Landlords

1415149 Alberta Ltd.
Alta Vista Investments IV LP
American Realty Capital Properties
ARG Lumar LLC
Broughton Commercial Properties LLC
Davinion Properties VII LLC
DW McMillan Real Estate LLC
EPK Partners LLC
ETXPG LLC
GBP Nine Midland LLC
Hollingsead Development
JDS Group Holdings LLC
Medicine Rock Outfitters
Metro Property Management
Mon-Ota Rental LLC
One Ridgmar Centre LP
Palms At Briarwood LLC, The
RD Todd Realty LLC
RedZone Real Estate Investment
ROBB 2001 Kirby LP
Sande Auto
Son-Lin Investments LLC
Timbercreek Real Estate Partners LLC
WinCo Trucking LLC
Woodford at Mockingbird
[Confidential]
[Confidential]
[Confidential]
[Confidential]
[Confidential]

SCHEDULE 1(k)

Litigation Counterparties

NCS Multistage

[Confidential]

[Confidential]

[Confidential]

SCHEDULE 1(I)

Material Contract Counterparties and Vendors

3M Co.	Hunting Titan Inc.
AHG Technologies LP	Integrated Materials Inc.
American Industrial Plastics Inc.	Itochu Chemicals America Inc.
American Realty Capital Properties	J.P. Morgan Commercial Card
Ash Grove Cement South Texas LLC	Lonestar Truck Group
Ashland Specialty Ingredients	Luxfer Mel Technologies
Barlow Composites	M Force 7 Inc.
Black Terra Resources Inc.	Magnum Machine & Manufacturing LLC
Bulletproof Services Inc.	Martin Marietta Materials Inc.
Buzzi Unicem USA	Maxim Crane Works LP
Cimbar Performance Minerals Inc.	Mercenary Group
CNK Solutions Corp.	Michelin North America Inc.
Concur Technologies	Mitsubishi Chemical Advanced Materials
CoorsTek Inc.	AG
Corporate Hospitality Services LLC	Morgan Technical Ceramics Australia Pty.
Covia Solutions Inc.	Ltd.
CR Minerals Co. LLC	Mudsmith Ltd.
D&L Manufacturing Inc.	Murtex Manufacturing LLC
Dakota Distributing LLC	National Oilwell Varco LP
Diamondback Industries LLC	Newgen Systems Ltd.
DYNA Energetics US Inc.	NXL Technologies LLC
Eco Material Technologies Inc.	Obsidian Chemical Solutions LLC
Energy Services Group Inc.	Oil States Industries Inc.
Energy Solutions (US) LLC	Oilfieldlodging.com LLC
EPK Partners LLC	OMT Flow LLC
Express Minerals LLC	Orteq Energy Technologies LLC
Fabhar Corp.	Owen Oil Tools LP
FedEx Corp.	Pennebaker Inc.
Flint Logistics Group LLC	Plaza Group Inc., The
Flyash Distributors LLC	Premier Coil Solutions Inc.
Fortress Downhole Tools LLC	PS Trucking LLC
Forum Canada ULC	R&A Machine Inc.
Fritz Industries Inc.	Riteks Inc.
Frontier Tank Lines Inc.	Rock West Composites Inc.
Fusion Downhole LLC	Rodolfo R Trucking LLC
G&H Diversified Manufacturing LP	S.A.T. Trucking Inc.
GBP Nine Midland LLC	Schlumberger Technology Corp.
GEO Dynamics Inc.	Select Chemistry LLC (Rockwater)
Global Tubing LLC	Shale Lodge Hobbs (Wolfcamp Lodge)
Gulf Coast Repair & Machine Shop Inc.	Softchoice Corp.
Gund Co. Inc., The	South Texas Cement LLC
Hunting Energy Services Inc.	SWM International LLC

Team Housing Solutions Inc.
Tenaris Coiled Tubes LLC
Tenaris Global Services
Texas Lehigh Cement Co. LP
TMD Oilfield Technology LLC
Turnkey Manufacturing Inc.
United Oil & Grease
Univar USA Inc.
Valor International
WEX Bank
WinCo Trucking LLC
Wireline Widgets LLC
XConnect LLC
[Confidential]

SCHEDULE 1(m)

Non-Debtor Professionals

Houlihan Lokey Inc.
Kelley Drye & Warren LLP
Maynard Nexsen PC
Mehaffy Weber PC
Milbank LLP
Paul Hastings LLP
Porter Hedges LLP

SCHEDULE 1(n)

Ordinary Course Professionals

Advokatfirmaet Thommessen AS
Alvarez & Marsal
Aon Consulting Inc.
Baker Donelson Bearman Caldwell & Berkowitz PC
Bradley Arant Boult Cummings LLP
CompassTAX LLP
Crowe LLP
Doré Rothberg Law Group PC
Merit Advisors LLC
Morgan Lewis & Bockius LLP
Osler Hoskin & Harcourt LLP
Porter Hedges LLP
RSM US LLP
Simpson Thacher & Bartlett LLP
Vinson & Elkins LLP
VO Consulting Inc.

SCHEDULE 1(o)

Senior Secured Noteholders

ACR Alpine Capital Research LLC (Asset Management)
Algebris Investments (US) Inc.
Amzak Capital Management LLC
Barclays Capital Securities Ltd.
BlackRock Advisors LLC
BondBloxx Investment Management Corp.
Brownstone Investment Group LLC
CACEIS Bank
Castleknight Management LP
Charles Schwab Investment Management Inc.
Citigroup Global Markets Inc.
Clermont Foundation
Euroclear Bank
Jefferies LLC
JP Morgan Investment Management Inc.
JP Morgan Securities LLC
Legal & General Investment Management Ltd.
Lord Abbett & Co. LLC (Asset Management)
MacKay Shields LLC
Mackenzie Financial Corp.
Mellon Investments Corp.
New Jersey, State of, Division of Investment
New York, City of (NY), Comptroller's Office
Nomura Corporate Research and Asset Management Inc. (U.S.)
ONE Swiss Bank SA (Asset Management)
PensionDanmark
Philosophy Capital Management LLC
SMH Capital Advisors LLC
State Street Global Advisors (SSgA)
Tontine Asset Management LLC

SCHEDULE 1(p)

Senior Secured Notes Admin Agent

U.S. Bank Trust Co. NA

SCHEDULE 1(q)

Significant Equity Holders

BlackRock Inc.
Clarity Financial LLC
Renaissance Technologies LLC
Tontine Management LLC
Vanguard Group Inc., The
[Confidential]

SCHEDULE 1(r)

U.S. Trustee Personnel, Judges, and Court Personnel

Aponte Sall, Millie
Barcomb, Alicia
Bray, Peter
Bryan, Christina
Caluza, Alethea
Castro, Ana
Chavez, Jeannie
Chilton, Samantha
Cole, Garrett
Conrad, Tracy
Cox, S. Michele
Duran, Hector
Epstein, Kevin M.
Garza, Vianey
Gerhard, Ivette
Hanovice Palermo, Dena
Henault, Brian
Ho, Yvonne
Holden, Shannon
House, Akeita
Isgur, Marvin
Jackson, Aaron
Jimenez, Andrew
Johnson-Davis, Luci
Jones, Shannon
Laws, Tyler
Lila, Yesenia

Lopez, Christopher M.
Marchand, Jason
Martinez, Zilde
Morgan-Faircloth, Melissa
Motton, Linda
Nguyen, Ha
Norman, Jeffrey P.
Ochsner, Nathan
Otto, Glenn
Perez, Alfredo R.
Rios, Mario
Rivera, Yasmine
Rodriguez, Eduardo V.
Ruff, Jayson B.
Saldana, Rosario
Samko-Yu, Alina
Schmidt, Patricia
Sheldon, Sam S.
Simmons, Christy
Smith, Gwen
Thomas, Aubrey
Thomas-Anderson, Sierra
Travis, Christopher R.
Waxton, Clarissa
Whitehurst, Steven
Whitworth, Jana
Wright, Gary

SCHEDULE 1(s)

Utility Providers

ACC Business	Frontier Communications of Pennsylvania LLC
Airespring Inc.	G&G Garbage LLC
American Electric Power Co. Inc.	Grande Communications Network LLC
AMG Technology Investment Group LLC	Granite Telecommunications LLC
AP Gas & Electric	GTT Communications Inc.
AT&T Business	Hobbs, City of (NM)
AT&T Inc.	Incomm Conferencing Inc.
AT&T Mobility	Jacksboro, City of (TX)
Atco Ltd.	Karnes Electric Cooperative Inc.
Authority of the Borough Of Charleroi	Kilgore, City of (TX)
Baker, City of (LA)	Longview Cable Television Co. Inc.
Beaver Valley Cable Co.	Lumen Technologies Inc.
Bell Mobility Inc.	McCoy Water Supply Corp.
Black Hills Energy	Message Center Inc.
C&C Garbage	Midcontinent Communications
Calltower Inc.	Mid-Rivers Telephone Coop.
Casella Waste Systems Inc.	Mitel Networks Inc.
CenterPoint Energy	Monahans, City of (TX)
Centurylink Communications LLC	Montana-Dakota Utilities Co.
Chamley Pipe & Salvage LLC	Mountrail-Williams Electric Cooperative
Charter Communications Inc.	Nemont Communications Inc.
Charter Waste Landfill	Northwest Communications Cooperative
Comcast Corp.	Northwest Rural Water District
Conservice LLC	Northwestern Landfill LLC
Consolidated Communications Holdings Inc.	NRG Energy Inc.
Constellation Newenergy - Gas Division LLC	Oklahoma City, City of (OK)
Cox Business	Oklahoma Gas & Electric
Cubriel LLC	Oklahoma Natural Gas Co.
DirectTV	Optimum Communications Inc.
Dickinson, City of (TN)	Peoples Natural Gas Co.
Dish Network	Phantom Garbage Services Ltd.
Elderville Water Supply Corp.	Pigeon Creek Sanitary Authority
Elite Communications Inc.	Reliant Energy Retail Services LLC
Enbridge Gas Ohio	Republic Services Inc.
Enercom Networks LLC	Roadrunner Recycling Inc.
Engie Resources Inc.	Rusk County Electric
Environmental Oil Recovery	Southwestern Electric Power
Ezee Fiber	Spectrotel Holding Co. LLC
FirstEnergy Pennsylvania Electric Co. (Penelec)	Starlink
	Stream Energy
	Sweetwater, City of

TDS Telecommunications LLC
Texas Gas Service
Trinity Valley Electric Cooperative
TXU Energy Retail Co. LLC
Ulster Municipal Authority
United Power Inc.
Valley Energy
Verizon Wireless
Waste Connections Lone Star Inc.
Waste Connections US Inc.
Waste Management of Colorado Inc.
Waste Management of New Mexico Inc.
Waste Management of Oklahoma City
West Penn Power
Windstream Communications
Xcel Energy Inc.
Xplore Inc.
Zia Natural Gas

SCHEDULE 1(t)

UCC Lien Parties

Catalyst Energy Inc.

De Lage Landen Financial Services Inc.

Magid Glove & Safety Manufacturing Co. LLC

Office Systems Center

Toyota Industries Commercial Finance Inc.

United States, Government of the, Small Business Administration

[Confidential]

[Confidential]

[Confidential]

[Confidential]

[Confidential]

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
3M Co.	3M Company	Current
	Aearo Technologies LLC	Current
Allstate Identity Protection	Allstate Insurance Company	Closed
	Allstate Property & Casualty Insurance Company	Closed
	Wilton Re Limited	Current
Alvarez & Marsal	A&M Capital Advisors LP	Current
	A&M Capital Opportunities Fund LP	Closed
	A&M Capital Partners LLC	Current
	Alvarez & Marsal Inc.	Current
	Barbara Gould	Closed
	Edward Simon Middleton	Current
	Wesley Arthur Edwards	Current
	Wing Sze Tiffany Wong	Current
American Alternative Insurance Co.	Munich Re Ventures LLC	Current
	Munich-American Holding Corporation	Current
American Realty Capital Properties	Realty Income Corporation	Current
Aon Consulting Inc.	Aon Financial Services Group Inc.	Closed
	Aon plc	Current
	Aon Re Inc.	Current
	Aon Risk Services Central Inc.	Current
	Aon Risk Services Cos. Inc.	Current
	Aon Risk Services Southwest, Inc.	Current
	Aon Risk Solutions	Closed
Ash Grove Cement South Texas LLC Eco Material Technologies Inc.	Angel Brothers Enterprises Ltd.	Closed
	CRH plc	Current
AXA XL XL Specialty Insurance XL Professional Insurance	AXA IM Prime	Current
	AXA Real Estate Investment Managers UK Ltd.	Current
	AXA REIM SGP	Closed
Barclays Capital Securities Ltd.	Barclays Bank plc	Closed
	Barclays Capital Inc.	Current
Berkshire Hathaway Specialty Insurance Co.	Berkshire Hathaway Inc.	Current
	BHE Renewables, LLC	Closed

	BNSF Railway Company	Current
	Brilliant National Services, Inc.	Current
	FlightSafety International Inc.	Closed
	HomeServices of America, Inc.	Closed
	PPW Holdings LLC	Current
	The Lubrizol Corp.	Current
BlackRock Advisors LLC	BlackRock Inc.	Current
BlackRock Inc.	BlackRock TCP Capital Corp. Designated Underwriters Counsel	Closed
	BlackRock, Inc.	Current
	Decarbonization Partners I Master SCSp	Current
	GIP V Velocity Aggregator T4, LP	Current
	GIP V Velocity Aggregator T5, LP	Current
	Global Infrastructure Management LLC	Current
	Mark B. Florian	Current
	Pamela Chan	Current
	Patrick C. Eilers	Current
Citigroup Global Markets Inc.	Andrew Morton	Former
	Citibank	Current
	Citigroup Global Markets Asia Limited	Current
	Citigroup Global Markets Inc.	Current
	Citigroup Inc.	Closed
Concur Technologies	SAP National Security Services Inc.	Closed
Covia Solutions Inc.	Covia Energy	Closed
Donnelley Financial LLC	Mark D. Thoma	Former
Energy Services Group Inc.	Energy Services Group, LLC	Current
	ESG Intermediate, LLC	Current
	ESG Investments, Inc.	Current
	ESG K.K.	Current
	ESG Topco, LLC	Current
Epiq Corporate Restructurings LLC	Nuspire Parent, LLC	Current
Equiniti Trust Co. LLC	Frank Baker II	Current
	Jeffrey M. Hendren	Former
	Peter E. Berger	Former
	Siris Capital Group, LLC	Current
Fidelity Investments	Fidelity (Canada) Investment Management Holdings LLC	Current

	Fidelity China LLC	Current
	Fidelity Convertible Arbitrage Fund GP LLC	Current
	Fidelity Core Real Estate Fund	Current
	Fidelity Core Real Estate Operating Partnership LP	Current
	Fidelity Digital Assets Fund I LP	Current
	Fidelity Digital Assets Fund II LP	Current
	Fidelity Digital Assets Fund III LP	Current
	Fidelity Digital Assets Ireland Ltd.	Current
	Fidelity Evergreen Private Credit Master Offshore Fund GP LLC	Current
	Fidelity Funds Manager III LLC	Current
	Fidelity India Holdings LLC	Current
	Fidelity Institutional Asset Management Trust Company	Current
	Fidelity Japan Data Centers Fund LP-Tokyo 3 Series	Current
	Fidelity Private Equity Fund LP	Current
	Fidelity Private Equity Multi-Strategy Fund II GP LLC	Current
	Fidelity Private Equity Multi-Strategy Fund II LP	Current
	Fidelity Private Equity Multi-Strategy Fund II LP - Offshore	Current
	Fidelity Private Equity Multi-Strategy Fund III GP LLC	Current
	Fidelity Private Equity Multi-Strategy Fund III LP	Current
	Fidelity Private Equity Multi-Strategy Fund III LP - Offshore	Current
	Fidelity Private Shares LLC	Current
	Fidelity Tokyo 3 Series GP LP	Current
	Fidelity Venture Capital Fund I GP LLC	Current
	Fidelity Venture Capital Fund I LP	Current
	Fidelity Workplace Services Holdings LLC	Current
Frontier Communications of Pennsylvania LLC	Frontier Communications Corporation	Current
FTI Consulting Inc.	John Howard Batchelor	Current

	Kenneth Fung	Current
Hilco Valuation Services LLC	Hilco Global	Current
	Hilco Monarch Investments VI LLC	Closed
	Hilco Redevelopment Holdings LLC	Closed
	Hilco Trading LLC	Closed
	Orix Corporation USA	Current
	ORIX USA Corp.	Current
Houlihan Lokey Inc.	Houlihan Lokey EMEA, LLP	Closed
J.P. Morgan Commercial Card	Highbridge Capital Management, LLC	Current
JP Morgan Investment Management Inc.	J.P. Morgan Asset Management	Current
JP Morgan Securities LLC	J.P. Morgan Asset Management Private Equity Group	Closed
	J.P. Morgan Investment Management Inc.	Current
	J.P. Morgan Securities Asia Pacific Limited	Current
	J.P. Morgan Securities LLC	Current
	JP Morgan Securities (Asia Pacific) Ltd.	Closed
	JP Morgan Securities (Far East) Ltd.	Closed
	JPMorgan	Current
	JPMorgan Asset Management (Europe) SARL	Current
	JPMorgan Asset Management (UK) Ltd.	Current
	JPMorgan Chase Bank, N.A.	Current
	JPMorgan Funds Limited	Current
	JPMorgan Infrastructure Investments Fund	Closed
	JPMorgan Investment Management Inc. - Global Special Situations	Current
	JPMorgan Investment Management Inc. - Infrastructure Investment Group	Current
Jefferies LLC	Andrew Whittaker	Former
	Chris M. Kanoff	Current
	Jefferies Finance LLC	Current
	Jefferies Financial Group Inc.	Current

	Jefferies Hong Kong Ltd.	Closed
KPMG LLP	KPMG (HK) KPMG LLP KPMG LLP (Canada) KPMG LLP (Singapore) KPMG US	Current Closed Current Current Current
Legal & General Investment Management Ltd.	Legal & General Retirement America Proprium Capital Partners, L.P.	Closed Current
Lockton Cos. LLC	LIG, LLC	Closed
Lord Abbett & Co. LLC (Asset Management)	Lord, Abbett & Co. LLC	Current
MacKay Shields LLC	Apogem Capital LLC	Current
Mackenzie Financial Corp.	Sagard Capital Partners, L.P.	Closed
Maxim Crane Works LP Univar USA Inc.	Apollo Capital Management, L.P. Apollo EquityCo L.P. Apollo Global Management, Inc. Apollo Global Securities LLC Apollo Management International LLP Apterra Infrastructure Capital LLC Nicholas W. Alexos	Current Current Current Current Current Current Current
Mellon Investments Corp.	The Bank of New York Mellon Corporation	Former
Merit Advisors LLC	Merit Financial Group, LLC	Current
Moelis & Co.	Atlas Crest Investment Corp. MA Investment Management Pty Ltd. Moelis & Company	Closed Current Current
Moore, Theodore	C&J Energy Services Inc.	Current
National Union Fire Insurance Company of Pittsburgh PA	AIG DECO Fund I LP AIG DECO Fund II LP National Union Fire and Marine Insurance Co. of Pittsburgh	Closed Closed Closed
NCS Multistage	Advent International Corp. Advent International GmbH Advent International LP David Mussafer	Current Closed Current Closed
Nomura Corporate Research and Asset Management Inc. (U.S.)	Nomura Corporate Funding Americas LLC	Closed

	Nomura Securities International, Inc.	Closed
Old Republic Professional Liability Inc.	Old Republic National Title Holding Co.	Current
Paul Hastings LLP	Paul Hastings LLP	Current
Peffer, Julie	Mission Critical Group LLP	Current
Provident Life & Accident Insurance Co.	EQT AB	Current
Unum	EQT Active Core Infrastructure I	Closed
Unum Group	EQT Exeter Holdings US Inc.	Current
	EQT IX Investments SARL	Closed
	EQT Partners Hong Kong Ltd.	Current
	EQT Partners Inc.	Closed
	EQT Partners UK Advisors LLP	Closed
	Exeter Europe Investment Partnership II S.C.Sp	Current
	Exeter Europe Investment Partnership S.C.Sp	Current
	Frontier Upper Tier Partnership, LLC	Current
QBE UK Ltd.	QBE North America	Current
Renaissance Technologies LLC	Renaissance Technologies Holdings Corp.	Closed
	Renaissance Technologies LLC	Current
Riveron Consulting LLC	Kohlberg & Company	Current
	Kohlberg Management X LLC	Current
RSM US LLP	RSM US LLP	Closed
Select Chemistry LLC (Rockwater)	Select Water Solutions Inc.	Closed
Starr Indemnity & Liability Co.	C. V. Starr & Co., Inc.	Closed
Starr Surplus Lines Insurance Co.		
Tenaris Coiled Tubes LLC	Tenaris Coiled Tubes, LLC	Current
	Tenaris SA	Current
Texas Lehigh Cement Co. LP	Eagle Materials Inc.	Current
United States, Government of the, Department of Justice, Bureau of Alcohol Tobacco & Firearms & Explosives	Chamber of Commerce of the United States	Current
United States, Government of the, Environmental Protection Agency	Konstantina Diamantopoulos	Current
	United States Department of Commerce	Current
	United States Department of Homeland Security	Closed

[illegible]

EXHIBIT B

Sirkes Declaration

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

In re:	)	
	)	Chapter 11
NINE ENERGY SERVICE, INC., <i>et al.</i> , ¹	)	
	)	Case No. 26-90295 (CML)
Debtors.	)	
	)	(Jointly Administered)

**DECLARATION OF GUY SIRKES IN
SUPPORT OF THE DEBTOR'S APPLICATION FOR THE
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND &
ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 1, 2026**

I, Guy Sirkes, Executive Vice President and Chief Financial Officer of Nine Energy Service, Inc. being duly sworn, state the following under penalty of perjury:

1. I am the Executive Vice President and Chief Financial Officer of Nine Energy Service, Inc. located at 2001 Kirby Drive, Suite 200, Houston, TX 77019.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective as of February 1, 2026* (the "Application").² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/NineEnergy>. The location of Nine Energy Service, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 2001 Kirby Drive, Suite 200, Houston, TX 77019.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. Prior to Kirkland being retained for this restructuring engagement, Kirkland was party to certain previous engagement letters with certain of the Debtors concerning advice related to litigation, executive compensation, debt finance, mergers and acquisitions, and capital markets. Under these previous engagement letters, which began in January 2017, Kirkland worked closely with the Debtors on a number of matters.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Executive Vice President and Chief Financial Officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can

confirm that the rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. Pursuant to the Interim DIP Order,³ the Debtors must furnish budget and variance reports weekly, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved, the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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³ “Interim DIP Order” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use of Cash Collateral, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 68].

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 12, 2026

Respectfully submitted,

/s/ Guy Sirkes

Guy Sirkes
Nine Energy Service, Inc.
Executive Vice President &
Chief Financial Officer

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

In re:	)	
	)	Chapter 11
NINE ENERGY SERVICE, INC., <i>et al.</i> , ¹	)	
	)	Case No. 26-90295 (CML)
Debtors.	)	
	)	(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND &
ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS
AND DEBTORS IN POSSESSION EFFECTIVE AS OF FEBRUARY 1, 2026**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”); and the Court having reviewed the Application, the Declaration of Chad J. Husnick, the president of Chad J. Husnick, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Husnick Declaration”), and the declaration of Guy Sirkes, Executive Vice President and Chief Financial Officer of Nine Energy Service, Inc.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/NineEnergy>. The location of Nine Energy Service, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 2001 Kirby Drive, Suite 200, Houston, TX 77019.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

(the “Sirkes Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Husnick Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Kirkland is authorized without further order of the Court to apply amounts from the prepetition special purpose retainer to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practice. At the conclusion of Kirkland's engagement by the Debtors, if the amount of any special purpose retainer held by Kirkland is in excess of the amount of Kirkland's outstanding and estimated fees, expenses, and costs, Kirkland will pay to the Debtors the amount by which any special purpose retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letter.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to

Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached in the Applications, the "Client Waiver" of the right to object to fees and expenses once paid is not effective while the Client is a debtor-in-possession. The Client Waiver shall not be construed to limit, restrict, or impair, while Client is a debtor-in-possession, Client's responsibility to protect and conserve estate assets by reviewing and objecting to the allowance of professional fees in accordance with 11 U.S.C. §§ 330, 331, and 1106(a)(1) (incorporating sections 704(a)(5) and 704(a)(2)).

8. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

9. Kirkland shall provide ten business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by the contents of the Application.

12. To the extent the Application, the Husnick Declaration, the Sirkes Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

13. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: _____

HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP

Chad J. Husnick, P.C.
To Call Writer Directly:
+1 312 862 2009
chad.husnick@kirkland.com

333 West Wolf Point Plaza
Chicago, IL 60654
United States

+1 312 862 2000

www.kirkland.com

Facsimile:
+1 312 862 2200

November 6, 2025

Theodore Moore
Nine Energy Service, Inc.
2001 Kirby Drive, Suite 200
Houston, Texas 77019

Re: Retention to Provide Legal Services

Dear Mr. Moore,

We are very pleased that you have asked us to represent Nine Energy Service, Inc. and only those wholly or partially owned subsidiaries listed in an addendum or supplement to this letter (collectively, "Client") in connection with a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP and its affiliates (collectively, the "Firm," "we," "our" or "us") to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges,

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deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm a "special purpose retainer" (also known as an "advance payment retainer") as defined in Rule 1.5(d) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$500,000.00. In addition, Client agrees to provide one or more additional special purpose retainer upon request by the Firm so that the amount of any special purpose retainer remains at or above the Firm's estimated fees and expenses. The Firm may apply the special purpose retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any special purpose retainer is earned by the Firm upon receipt, any special purpose retainer becomes the property of the Firm upon receipt, Client no longer has a property interest in any special purpose retainer upon the Firm's receipt, any special purpose retainer will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any special purpose retainer; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any special purpose retainer held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any special purpose retainer exceeds such fees, expenses, and costs. Client further understands and acknowledges that the use of a special purpose retainer is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the special purpose retainer is in Client's best interests. The fact that Client has provided the Firm with a special purpose retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security

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retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the special purpose retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files

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including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented Wells Fargo & Company, JP Morgan Chase & Co, or their affiliates (collectively, the "Interested Parties") and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of the Interested Parties or the Firm's other clients, the possibility exists that the Interested Parties or one of the Firm's clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution

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mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to

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waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Arbitration of all Disputes. Other than in a Restructuring Case, in the event of a dispute regarding this Agreement, the Engagement, or any other aspect of our relationship (a "Dispute"), you agree to try to resolve the Dispute by confidential mediation under the International Institute of Conflict Prevention & Resolution's ("CPR") Mediation Procedure before instituting any legal claim. If mediation is unsuccessful, you agree that any Dispute will be resolved by binding,

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confidential arbitration conducted in Chicago, Illinois and governed by the then-existing CPR Administered Arbitration Rules for domestic disputes, except that (i) the scope of discovery will be as set forth in Rule 26 of the Federal Rules of Civil Procedure, (ii) the arbitrator(s) will be one or more former United States federal court judges and (iii) CPR's costs shall be split equally between the parties and each party shall be responsible for its own fees and costs. Any questions regarding arbitrability of the Dispute are delegated to the arbitrator(s).

By agreeing to arbitration, you agree that you are waiving your right to have a Dispute resolved in court and you are waiving the right to a jury trial. You also agree, to the maximum extent permitted by law, to waive any right that you may have to punitive damages. The substantive law of the State of Illinois and its statute of limitations will apply to the arbitration without regard to any otherwise applicable conflict-of-law rules (whether of the State of Illinois or any other jurisdiction). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

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Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

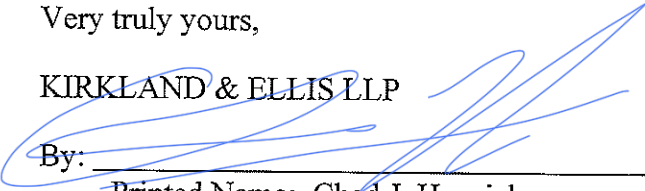
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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

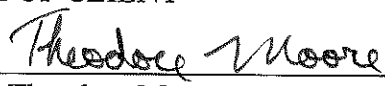
By: 

Printed Name: Chad J. Husnick

Title: Partner

Agreed and accepted this day of month, Year

NAME OF CLIENT

By: 

Name: Theodore Moore

Title: Executive Vice President and General
Counsel

KIRKLAND & ELLIS LLP**CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES**

Effective 01/01/2025

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich and Paris
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - CNY1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third-party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until

the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.

- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are based on current U.S. charges at an appropriate exchange rate.