UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
	§	**Case No.: 24-33353**
BARROW SHAVER RESOURCES COMPANY, LLC,	§	
	§	**Chapter 11**
	§	
Debtor.	§	
	§	

MIDDLETON OIL COMPANY'S EMERGENCY MOTION TO CONTINUE HEARING ON ADMINISTRATIVE CLAIM
[Relates to Docket No. 1149]

Emergency relief has been requested. Relief is requested not later than June 5, 2026 at 1:00 p.m.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Middleton Oil Company ("***Middleton Oil***"), by and through its counsel of record, files this emergency motion ("***Motion***") to continue the hearing set for Friday, June 5, 2026 at 1:00 p.m. (prevailing Central Time) on *Middleton Oil Company's Application for Allowance and Payment of Administrative Expense Claims* [Docket No. 1149] (the "***Administrative Claim***"), and in support thereof, respectfully states as follows:

PRELIMINARY STATEMENT

1. Middleton Oil seeks a two- to three-week continuance of the hearing on its Administrative Claim so it can receive and analyze recently produced (and yet to be produced) documents from the Debtor that may affect the factual basis and amount of the Administrative

Claim.[1] A continuance will enable the Court to fully consider the Administrative Claim, which cannot be decided on a purely legal basis.

2. Despite Middleton Oil serving discovery requests on the Debtor in December 2025 related to the same factual issues involved in its Administrative Claim and the Debtor certifying that it had produced all relevant documents, Middleton Oil only received unredacted bank statements from the Debtor on the evening of Wednesday, May 27, 2026. These documents were responsive to Middleton Oil's prior requests and should have been produced in January of this year because they are relevant to Middleton Oil's claim with respect to its AFEs as they show the flow of funds and the amount of cash on hand on various relevant dates prepetition.

3. In addition, the deposition of James Katchadurian, who also served as the Debtor's Rule 30(b)(6) representative, occurred on Friday, May 29, 2026. Middleton Oil requested additional documents from the Debtor based on Mr. Katchadurian's testimony that such documents might exist, and certain documents were requested specifically because Mr. Katchadurian failed to answer questions regarding the amount of working interest revenues due to Middleton Oil despite that topic being included in Middleton Oil's Rule 30(b)(6) notice. The Debtor has promised to provide responsive documents to the requests made during and immediately after Mr. Katchadurian's deposition, but as of the time of filing this Motion, the Debtor has not yet produced these documents. A continuance of the hearing on the Administrative Claim will provide the time necessary for Middleton Oil to assess the additional documents and such continuance will not prejudice the Debtor.

[1] Middleton Oil notes the availability of its counsel and witnesses on its Administrative Claim for June 22, 23, and 30.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core matter pursuant to 28 U.S.C. § 157(b).

5. Venue is proper pursuant to 28 U.S.C. § 1408.

BACKGROUND

6. On April 8, 2026, Middleton Oil filed its *Application for Allowance and Payment of Administrative Expense Claims* [Docket Nos. 1148–1149].

7. On April 29, 2026, the Debtor and the Official Committee of Unsecured Creditors (the "***Committee***") each filed objections to the Administrative Claim [Docket Nos. 1169 and 1172].

8. On May 5, 2026, Middleton Oil first served the original Federal Rule 30(b)(6) notice on the Debtor and the original Federal Rule 30(b)(1) notice for Mr. Katchadurian. The original Federal Rule 30(b)(6) notice contained the same deposition topics listed in the current 30(b)(6) Notice.

9. The Debtor filed a motion for protective order on May 10, 2026 [Docket No. 1212] in connection with the deposition of Mr. Katchadurian, to which Middleton Oil objected [Docket No. 1217]. The Court acknowledged Middleton Oil's entitlement to take discovery in connection with its Administrative Claim. *See* Hrg. Tr. (May 11, 2026), 11:13–17, attached hereto as **Exhibit 1**.

10. Middleton Oil re-noticed the Federal Rule 30(b)(1) deposition and the Federal Rule 30(b)(6) deposition on May 12, 2026.

11. The Debtor served objections to Middleton Oil's Rule 30(b)(6) topics on May 22, 2026. In response to Topic No. 3 ("The lowest balance of each of the Debtor's bank accounts in the one year prior to the Petition Date and the period since the Petition Date, including all Documents and Communications related thereto."), the Debtor stated that it "objects to this topic

to the extent it asks a representative to recite certain information within documents, like bank statements, that speak for themselves." However, the Debtor had never produced bank statements to Middleton Oil, which counsel for Middleton Oil pointed out on May 22, 2026.

12. On May 26, 2026, the Debtor produced almost entirely redacted bank statements for two of the Debtor's bank accounts, which did not give Middleton Oil sufficient information to analyze the Debtor's and the Committee's objections regarding the lowest intermediate balance of the Debtor's accounts. On May 27, 2026, Middleton Oil requested *unredacted* bank statements for the Debtor's accounts, which the Debtor produced on the evening of May 27, 2026. Middleton Oil continues to analyze the bank statements.

13. These bank statements were clearly responsive to Middleton Oil's requests for production on December 1, 2025:

> **REQUEST FOR PRODUCTION 1**: All Documents related to the account or accounts holding the remaining balance of the AFE Advances, including any transfer or payment of the AFE Advances.
>
> **REQUEST FOR PRODUCTION 11**: All records of prepayment/advances/ retainers made by Middleton Oil to Debtor and Debtor's application (or non-application) of those balances in connection with any AFEs/JIBs/revenue.

See **Exhibit 2**. Counsel for Middleton Oil again requested the documents during a meet and confer with Debtor's counsel on January 22, 2026, and followed up with an email on January 26, 2026, that inquired:

> **RFP No. 11** – Has the Debtor produced records of Middleton Oil's advances to the Debtor and the application of those balances? The response only states "to the extent the Debtor was able to search and locate…", and we have been unable to find these documents in the production beyond BSR_40016965, which is a spreadsheet showing Midleton Oil AFE prepayments. Please confirm that there are no additional responsive documents.

Exhibit 3. Middleton Oil never received the bank statements until May 27, 2026.[2]

14. The Committee stated in its response to Middleton Oil's requests for production and interrogatories that it objected to an interrogatory on the basis of "account information that the Debtor has previously provided to Middleton, which includes account information for the subject bank account." This information was not produced to Middleton Oil.

15. On May 29, 2026, counsel for Middleton Oil deposed Mr. Katchadurian individually and as the Debtor's Rule 30(b)(6) representative.

16. The Debtor agreed to produce additional documents to Middleton Oil based on the testimony of Mr. Katchadurian at his deposition. Specifically, Middleton Oil requested the following on May 29, 2026, which the Debtor said it would produce on Wednesday, June 3, 2026:

i. Settlement statements for Middleton Oil for the period after the December 2025 JIB;

ii. The Debtor's books and records after July 31, 2025 from Wolfepak showing the treatment of Middleton Oil's AFE prepayments; and

iii. The Debtor's books and records or settlement statements sufficient to show revenue attributable to Middleton Oil's interests from December 1, 2025 to the present.

See **Exhibit 4 at 3**. The transcript of Mr. Katchadurian's deposition is attached hereto as **Exhibit 5**.

17. Middleton Oil requested (i) and (ii) based on Mr. Katchadurian's deposition testimony [redacted]

[2] The Debtor has taken the position that Middleton Oil should have served the exact same document requests on the same factual issues that were the subject of the Middleton Oil's cure objection. The Debtor was required to respond to Middleton Oil's prior discovery requests honestly and in good faith. The Debtor would have undoubtedly objected to the same discovery requests as duplicative.

[3] Counsel for the Debtor agreed to produce the settlement statements. *See* Exhibit 5 at 26:2–7.

[redacted] *See* Exhibit 5 at 25:19–26:7; and 27:7-28:16.[4]

18. Request (iii) was based on Mr. Katchadurian's failure to [redacted] *See id.* at 73:16–74:3. One of the deposition topics was: "[t]he amount of revenue attributable to Middleton Oil's alleged working interests in the Hidden Rock Field between December 1, 2025 and May 1, 2026, including all Documents and Communications related thereto." *See* Docket No. 1217-2 at 6. The Debtor did not object to this topic when it served objections to the deposition topics on May 22, 2026. The Debtor agreed to produce the requested documents in paragraph 16 sometime on Wednesday, June 3, 2026.

19. On June 2, 2026, counsel for Middleton Oil stated that he would ask the Court to adjourn the June 5, 2026 hearing on the Administrative Claim because of the ongoing discovery issues, and the Debtor's counsel stated that it was opposed to such relief. *See* Exhibit 4.

REQUESTED EMERGENCY RELIEF

20. Middleton Oil respectfully requests that the Court continue the hearing scheduled for June 5, 2026 at 1:00 p.m. (prevailing Central Time) to a date two or three weeks from the scheduled hearing (to June 22, 23, or 30, or another date acceptable to the Court) in order to allow Middleton Oil to receive and analyze the additional documents the Debtor agreed to produce in light of Mr. Katchadurian's testimony on May 29, 2026. Middleton Oil's requested relief is justified because the hearing is scheduled for Friday of this week, and the Debtor has opposed Middleton Oil's requested relief. The Court's full adjudication of the Administrative Claim will

[4] At the deposition, Middleton Oil's counsel requested complete information regarding the AFE prepayments post-July 31, 2025. *See id.* at 28:2–16.

be furthered by the continuance of the hearing. Therefore, pursuant to Rule 9013-1(i) of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas, emergency relief is justified under the circumstances.

BASIS FOR RELIEF

21. Good cause exists to continue the hearing on the Administrative Claim. The Debtor withheld bank statements that were responsive to discovery requests issued in December 2025. Those bank statements relate to the Debtor's objection to the Administrative Claim (Docket No. 1213, ¶¶ 16–21) and the Committee's objection (Docket No. 1172, ¶ 2). The Committee, in responses to Middleton Oil's discovery requests, indicated that the Debtor had produced bank statements to Middleton Oil. The Debtor referenced bank statements in its objection to Middleton Oil's 30(b)(6) notice that it had not produced to Middleton Oil. Middleton Oil only received the bank statements on Wednesday, May 27. Those documents require additional analysis and may require changes to the Administrative Claim.

22. While in communications with Middleton Oil the Debtor has taken the position that at the hearing the Court should address purely legal issues regarding Middleton Oil's Administrative Claim, the amount of Middleton Oil's claim cannot be adjudicated without the additional information and documents that Middleton Oil has requested based on Mr. Katchadurian's deposition testimony—or lack thereof. *See* Exhibit 4.[5] Additionally, the Debtor's postpetition treatment of Middleton Oil's AFE prepayments is implicated by the additional documents and is directly relevant to the issues at stake in the Administrative Claim. In short, the

[5] Middleton Oil notes that Debtor's counsel has incorrectly asserted that the basis for the Administrative Claim is the rejection of the JOA and Exploration Agreement. The bases for the Administrative Claim are postpetition breaches and postpetition torts related to the JOA and Exploration Agreement. That the Debtor ultimately determined to reject the JOA and Exploration Agreement does not automatically transform administrative expenses that have already been incurred by the Debtor into prepetition claims.

Administrative Claim cannot be dealt with as a purely legal matter, and Debtor's counsel's suggested bifurcation would only waste judicial resources.

23. There is also no prejudice to the Debtor if the hearing is adjourned by two to three weeks. The Debtor is not currently prosecuting its filed plan, which was filed on February 19, 2026. *See* Docket No. 1087. No hearing on the Debtor's yet to be filed disclosure statement or a potentially confirmable plan is before the Court. There is no impending deadline or requirement that the Administrative Claim be dealt with this Friday rather than in two to three weeks after Middleton Oil has had the opportunity to review and address the documents the Debtor intends to produce.

24. Thus, it is not clear why, given that the Debtor has agreed to produce the requested documents two days prior to the hearing (and presumably after the witness and exhibit list deadline), that it now opposes a short continuance. *See* Exhibit 4. This is especially true when the Debtor has previously taken the position that the Administrative Claim does not need to be adjudicated in the near term and that "Middleton Oil's asserted rights and claims remain preserved through the chapter 11 process and related litigation proceedings. Middleton Oil therefore faces no imminent prejudice absent the requested discovery." Docket No. 1212, ¶ 21. Now the Debtor would like to proceed with all haste in order to capitalize on an information gap that it caused.

CONCLUSION

WHEREFORE, Middleton Oil requests that the Court continue to hearing on its Administrative Claim and grant such other and further relief as is just and proper.

Dated: June 3, 2026

PORTER HEDGES LLP

By: */s/ M. Shane Johnson*
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COUNSEL FOR
MIDDLETON OIL COMPANY

CERTIFICATE OF SERVICE

I certify that on June 3, 2026, I caused a copy of the foregoing document to be served by electronic transmission to all registered ECF users appearing in this case on that date.

By: */s/ M. Shane Johnson*
M. Shane Johnson

CERTIFICATE OF ACCURACY

I certify that the facts and circumstances described in the above pleading giving rise to the emergency request for relief are true and correct to the best of my knowledge, information, and belief. This statement is made pursuant to Bankruptcy Local Rule 9013-1(i).

By: */s/ M. Shane Johnson*
M. Shane Johnson

CERTIFICATE OF CONFERENCE

I certify that I corresponded with counsel for the Debtor on June 2, 2026 regarding the relief requested in this Motion. The Debtor opposes the relief.

By: */s/ M. Shane Johnson*
M. Shane Johnson

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Barrow Shaver Resources Company, LLC, and Official Committee of Unsecured Creditors Debtors	)	CASE NO: 24-33353 Houston, Texas Monday, May 11, 2026 10:01 AM to 10:21 AM

EMERGENCY MOTION FOR PROTECTIVE ORDER
BEFORE THE HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: JOSEPH E. BAIN
SALOME ANTONELA RIVERA
OLIVIA K. GREENBERG
Jones Walker LLP
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Houston, TX 77002

For Middleton Oil Company, LLC:
MICHAEL SHANE JOHNSON
Porter Hedges LLP
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Houston, TX 77002

For Official Committee of Unsecured Creditors:
RICHARD J. BERNARD
Faegre Drinker Biddle & Reath LLP
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ALSO PRESENT: CR3 Partners, LLC.
Financial Advisor for the Debtor
BY: JAMES KATCHADURIAN

Court Reporter:

Courtroom Deputy: GARRETT COLE

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Proceedings recorded by electronic sound recording;
Transcript produced by transcription service.

HOUSTON, TEXAS; MONDAY, MAY 11, 2026 at 10:01 AM

(Call to Order)

THE COURT: Good morning. It's Monday, May 11, 2026. We're here for the 10:00 docket, case number 24-33353, Barrow Shaver Resources, on a motion for protective order filed at docket 1212. Why don't we get appearances of Counsel in the courtroom, and then anyone who wants to make an appearance online?

MR. BAIN: Good morning, Your Honor. Joseph Bain, on behalf of the Debtor and debtor in possession. With me in the courtroom is the CRO, Mr. James Katchadurian, my colleagues, Salomé Rivera, and then, on the line, I believe, Olivia Greenberg is also --

THE COURT: Good morning.

MR. BAIN: Good morning.

MR. JOHNSON: Good morning, Your Honor. Shane Johnson from Porter Hedges on behalf of Middleton Oil Company.

THE COURT: Mr. Bernard? No, I think you're muted.

MR. BERNARD: Yep, I am. Thank you, Your Honor. Richard Bernard, Faegre Drinker, on behalf of the Committee.

THE COURT: All right. Anyone else wish to make an appearance? All right. Mr. Bain?

MR. BAIN: Your Honor, first of all, I want to

thank the Court and the Court support staff for accommodating us, obviously. Our team was working over the weekend to deal with the pending discovery demands, and we thought the timing, which was primarily driven by the notice of deposition, it was important to get in front of you as quickly as possible.

Judge, last week, we were here on the motion to approve the 9019. I took some of your comments to heart in terms of how complicated the sale order was and how nothing in this case is easy. I completely agree. I think we said a lot in our motion. Quite frankly, we're trying to lower the temperature as much as possible, but given the circumstances, it's difficult. Really, we have a situation where the parties who are losing out on the auction in the process are using their leverage to try and extract whatever they can to gain leverage, which, to Mr. Johnson's credit, I'm an aggressive litigator, I would probably do the same thing.

The problem here, Your Honor, is from the Debtor's perspective, one, we don't see the prejudice in waiting for some of this and kind of putting it off. He's already filed his adversary proceeding. I know he's made some comments about it in his objection, which I can address. I don't think he's reading the Lot 2 APA correctly. I think that it affects the Debtor more so than he understands, which we

have Mr. Katchadurian here. That's why we submitted the supplemental witness exhibit list, is to get that evidence in front of you, Your Honor.

And while we want to work with him and his colleague, Mr. English, who's not here right now, as much as we can, there is a concern that we're facing serial contested matters, different discovery devices being used against the Debtor. We have a number of adversaries, and really, Your Honor, we're looking for a way to -- we think that the relief we're seeking is totally appropriate. We've given Middleton Oil over 30,000 documents. Quite frankly, the information he wants, he has it. He just needs to analyze it. And in a case like this, where every single document, you're going to get seven different views on it, we think it's incumbent upon each side to come to their own basis for evaluating, especially what the balances of certain accounts are.

And Judge, certainly, we have a mind towards trying to make sure that -- we just had this very successful sale. It was extremely difficult to close. We're trying to maximize recoveries for creditors. We want to have a case where, at the end of the day, there's a material distribution to creditors. We're right now at a precipice where we look at admin claims ramping up significantly, and that concerns the CRO from a case management standpoint.

So, Your Honor, we think that there are ways to preserve rights with regards to litigation. We think that there are ways to streamline some of this to be more efficient. We do think that there are some concerns about the fact that we're getting hit by two different groups, creditors, both from the same law firm. I want to be very careful as to not throw my colleagues' aspersions for them, but they literally sit down in the hall from each other. So, that creates concerns with regards to one attorney hitting us with discovery, and then the other attorney hitting us with discovery, both of them getting -- I mean, you're talking about serial depositions. So, from a broad case perspective, we think that the relief that we're seeking is totally appropriate. And, Your Honor, I'm happy to yield the podium for any introductory comments, and then we have Mr. Katchadurian here to testify as need be.

THE COURT: Okay.

MR. JOHNSON: Again, Your Honor, Shane Johnson from Porter Hedges, on behalf of Middleton Oil. On the first point, there's been no coordinating or sharing discovery between me and Mr. English.

THE COURT: Yeah. I'm not going to consider that argument, so you don't have to spend any time on that.

MR. JOHNSON: Thank you, Your Honor. With respect to the discovery and the depositions that we've sought here,

they're related to the admin claim and the objection that was filed. So, I believe the Debtor has to put up a witness to support the objection that was filed to our admin claim. We have not deposed Mr. Katchadurian in this case. We haven't deposed anybody in this case. We did serve discovery requests previously related to the cure objection.

We received documents, and we received interrogatory responses. The interrogatory responses simply just pointed to the documents. There weren't actually substantive responses in there. And so, one of the ways to actually evaluate the documents is to have a deposition where the Debtor has to answer to what they produced and the basis for their objection.

With respect to the differences between the admin claim and the adversary proceeding, they're two totally different things, and that's why they were filed differently. The admin claim is asserting post-petition breaches or post-petition torts related to contractual agreements, the JOA, and the expiration agreement. And the adversary proceeding is primarily seeking a declaratory judgment that the purchaser, who now owns the claims and causes of action that were sold to them in the sale, that they do not have the ability to avoid our working interests.

So, we think that we could win on one and lose on the other. And so, we don't think they're dependent on each

other. And to be clear, in the admin claim, we're not asserting a rejection damages claim. The breach is not from rejection. The breach is entirely separate and happened post-petition. And that's why, Your Honor, the Debtor is only a defendant in one count of the adversary proceeding.

So, I think when we talk about duplicative discovery and serial depositions, none of that has happened. We've had a request for two depositions, where Mr. Katchadurian had 30(b)(6). And so, if later on in the adversary proceeding, we seek a deposition of Mr. Katchadurian that is entirely duplicative, they'll be able to raise that as an issue at that time. But they're simply saying right now, "Well, in the future, there may be serial depositions, or there may be duplicative discovery," but none of that has happened.

So, Your Honor, we're just asking that we have the opportunity to take a deposition. Mr. Katchadurian is a CRO and a 30(b)(6), so that the Debtor will be bound by the statements made by whoever that person is. And so, we can evaluate the basis for the objection to our admin claim ahead of when it's set for hearing on May 20th. Thank you, Your Honor.

MR. BERNARD: Your Honor, Richard Bernard, on behalf of the Committee. You know, we have some points on this. I get it that Middleton Oil is a frustrated creditor,

but they're a frustrated creditor that's received $3.5 million post-petition. My clients, the unsecured creditors in the case, have been in this case 21 months. We haven't received a penny. So, my question really is right now, why now? Why do we need to spend time and estate resources, and Mr. Katchadurian's focus on an admin claim, where if the claim is allowed, and I'm not saying that it's a valid claim by any means, but if it is allowed, it must be paid in full in cash in order to exit Chapter 11?

The Committee believes that the proper focus for this case, say for the next 30 days, should be to finalize a plan. The Debtor did file a plan. Constituents, including the Committee, have provided comments to the Debtor. We do not know how those comments are all fitting together at this point, and we needed to get through a closing with Texoil in order to finalize certain components of the plan, including the liquidation trust. And so, now, I mean, for the benefit of the entire case and all constituents in the case, we think that the focus right now needs to be get a plan on file.

We can deal with this admin claim, unsecured claims in the ordinary course claims allowance process, and still confirm a plan, and we're at the same time of confirmation of a plan, depending on how that times out. But the Debtor needs to focus on updating the plan,

receiving comments, getting support for the plan, developing support, and moving a plan forward towards solicitation and exit, rather than focusing on the discovery depositions, at least for the next 30 days, Your Honor. And we don't see any prejudice, really, to any party here because the code protects parties and their rights.

THE COURT: All right. Thank you. Anyone else wish to be heard? All right. Mr. Bain?

MR. BAIN: Your Honor, understanding that it's an emergency hearing and given the circumstances, I'm happy to put up the evidence about the Lot 2 APA. It's more -- it underlines the deficiencies in their adversary proceeding, which is obviously not before you. It does underscore, however, how the two are interrelated.

I can understand Mr. Johnson's comments about wanting the adversary proceeding to go forward. Quite frankly, I think that's a leverage play. There's no reason why he couldn't push that off until -- and maybe that's the answer here, until the plan to focus on it.

I was listening -- Judge, this is the kind of motion that you're looking at the admin claims building up, and at some point, you have to go to the court and say, "Judge, this is the situation we think that is appropriate." It's obviously within your discretion. Your Honor has way more experience in this than I do, but we felt it was

incumbent upon kind of the oncoming discovery to get in front of Your Honor prior to going through all the attorney's fees. But Your Honor, I also don't want -- I want to be mindful of what questions you have.

THE COURT: Yeah. So, I mean, he's entitled to file a motion for admin claim. You filed an objection. I set it for a hearing on the 20th. And so, I think he's entitled to take discovery with respect to that, even if he has filed an adversary proceeding that may somehow overlap. I mean, we're going to have the hearing. Maybe the issue is to push that hearing back a couple of weeks, but I think he's entitled to the discovery. And the fact that it may be duplicative or there may be duplicative discovery in an adversary proceeding, which isn't going to be decided for a year or so, it is, in my mind -- and then you also have the question. I mean, I have no idea of the quantum or potential quantum of this admin claim, or if there is an admin claim, but how are you going to deal with that at confirmation?

MR. BAIN: Sure. I mean, the answer is that we would try it. We don't think he's entitled to. I won't argue that issue here, obviously, but we would try it. If we lost, we probably have to escrow the proceeds, and then we'd have to move forward and then pursue the adversary. They are interrelated. Everything in this case is a mess.

So, that's why the discovery issues come. We just don't want to be in a position where we're -- sorry, go ahead, Your Honor.

THE COURT: No, no, go ahead. Mr. Johnson, so I'm thinking it might just make sense. Your hearing is scheduled for the 20th. It might make sense to move that back two weeks. That way the depositions can go forward a little bit later. Is there any magic to the 20th?

MR. JOHNSON: There's no magic to the 20th, Your Honor, versus a week or two later. I would just need to check that my client is available on whatever day that we pick. And I think, as you pointed out, Your Honor, this issue has to be addressed prior to confirmation. And so, the case has also been pending for 20 months, so we felt like we couldn't wait any longer.

THE COURT: All right. Yeah, I'm going to push it back. Yeah, I'm going to push it back to June 1st. So, it's actually three weeks from today. One, two, three. Yeah, three weeks from today. June 1st at 3:00 in the afternoon.

MR. BAIN: Your Honor, we have a (indiscernible) Mr. Katchadurian.

THE COURT: Excuse me?

MR. BAIN: Mr. Katchadurian is -- you do?

MR. KATCHADURIAN: I can't make that day,

unfortunately.

THE COURT: Okay, how about the 2nd?

MR. KATCHADURIAN: I can make the 3rd onwards, but the 1st and 2nd I'm blocked off. I'm sorry, Your Honor.

THE COURT: All right. No problem. So, we can do it May 27th in the afternoon at 1:00, but it would be virtual. Is that okay, Mr. Katchadurian?

MR. KATCHADURIAN: Yes, that works for me. Thank you.

THE COURT: So, if that works for your clients --

MR. JOHNSON: Yeah, I'll have to check, Your Honor.

THE COURT: Yeah, so we could do it at 1:00 virtually.

MR. JOHNSON: Okay. I'll check.

THE COURT: All right. I'm going to be out. It's two days after Memorial Day, so it'll be out. So, we can do it. So, that's two weeks and a couple of days from now. And then we'll push the hearing back. And then I think you need to work on, you know, obviously limiting the deposition to what it is that you need for the hearing and not in connection with anything related to the case. That'll come at the appropriate time.

MR. JOHNSON: Understood. Thank you, Your Honor.

THE COURT: All right. Thank you. All right.

So, in connection with case number 24-3353, the hearing that is currently set for -- oh, actually, I only moved it back one week. I'm sorry. I meant to move it back two weeks. All right. Let's do it Friday, June 5th, at 1:00. And again, that would be virtual. So, that's two weeks and two days after the currently scheduled hearings. I was going from the 11th, not from the 20th.

MR. BAIN: Okay, Your Honor.

MR. JOHNSON: Okay, Your Honor. Now, that works for me personally. But yeah, certainly, I think.

THE COURT: Yeah, no. Yeah, obviously, we'll find another date, okay?

MR. JOHNSON: Okay. Thank you, Your Honor.

THE COURT: All right. Thank you. And then, in terms of the plan, what's the timing on that?

MR. BAIN: Your Honor, as soon as possible.

THE COURT: Yesterday.

MR. BAIN: I know. I can tell you I got four emails over the weekend, when's the plan getting filed? The complications are, there's just a lot of -- it's the insider issue that we have to go talk to them about. It's obviously the Committee and the lien issue. We're trying to figure out a way to streamline and minimize the burn on figuring out how to allocate the proceeds. We will certainly be in a place -- I mean, 30 days was something I was thinking about.

We would have a fairly negotiated plan on file within 30 days. I'm hoping to get it done sooner, but obviously -- and this takes some pressure off, so I thank you. But obviously, sooner rather than later, because it streamlines a lot of things for us, and we're aware of that.

THE COURT: And do you anticipate that others will also be filing admin claims?

MR. BAIN: I think there's a -- honestly, Your Honor, and I'm just -- I don't think so, knocking on wood, because we've settled with a lot of the parties that are similarly situated to Mr. Middleton. We have to work through the fund issue. That is a real issue. Obviously, with the dispersion of those interests, we're trying to figure out a way in the plan to provide for an opt-out, where people -- opt-out is probably the poor choice of words, but a way to settle those claims. There are provisions in the escrow agreement that we worked out with Texoil that allows that to happen. So, we need to get with Mr. English and discuss that. But I'm hoping that there are not a lot of admin claims, other than obviously the ones that the Court is aware of.

THE COURT: Okay. All right. Thank you. We'll be in recess till my 11:00 hearing. Thank you.

MR. BERNARD: Thank you, Your Honor.

(Proceedings concluded at 10:21 AM)

CERTIFICATION

I, Victor Mwendwa Musau, court-approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.

Victor Mwendwa Musau

Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501

Date: May 19, 2026

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
	§	**Case No.: 24-33353**
BARROW SHAVER RESOURCES COMPANY, LLC,	§	
	§	**Chapter 11**
	§	
Debtor.	§	
	§	

MIDDLETON OIL COMPANY'S SECOND SET OF REQUESTS FOR PRODUCTION AND FIRST SET OF INTERROGATORIES TO DEBTOR PURSUANT TO BANKRUPTCY RULES 7026, 7033 AND 7034

To: Barrow Shaver Resources Company, LLC, by and through its attorney of record, Joe Bain and Sean Wilson, Jones Walker LLP, 811 Main Street, Suite 2900, Houston, Texas 77002, jbain@joneswalker.com and swilson@joneswalker.com

Pursuant to Federal Rules of Bankruptcy Procedure 7026, 7033 and 7034 (incorporating Federal Rules of Civil Procedure 26, 33 and 34, respectively) (the "***Bankruptcy Rules***"), Middleton Oil Company ("***Middleton Oil***") propounds the following requests for production (attached hereto as **Exhibit A**) and interrogatories (attached hereto as **Exhibit B**) on the Debtor. The Debtor is required to produce the documents requested herein and respond to the interrogatories set forth herein by no later than **January 16, 2026 at 5:00 p.m.** (prevailing Central Time), subject to the following definitions and instructions.

Middleton Oil reserves its rights under title 11 of the United States Code, the Bankruptcy Rules, the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas, and any applicable law regarding the subject matter of this notice to amend, supplement, and/or modify **Exhibit A** and **Exhibit B** attached hereto.

Dated: December 1, 2025
Houston, Texas

PORTER HEDGES LLP

By: /s/ *M. Shane Johnson*
M. Shane Johnson (TX 2408326)
Michael B. Dearman (TX 24116270)
1000 Main Street, 36th Floor
Houston, Texas 77002-2764
Telephone: (713) 226-6000
Fax: (713) 226-6295
sjohnson@porterhedges.com
mdearman@porterhedges.com

COUNSEL FOR
MIDDLETON OIL COMPANY

CERTIFICATE OF SERVICE

This is to certify that on December 1, 2025, a true and correct copy of this document was served by electronic mail on the following parties:

Counsel to the Debtor:

Joseph E. Bain
Mark A. Mintz
Sean T. Wilson
Olivia K. Greenberg
Elizabeth De Leon
JONES WALKER LLP
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ogreenberg@joneswalker.com
edeleon@joneswalker.com

/s/ M. Shane Johnson
M. Shane Johnson

EHXIBIT A

REQUESTS FOR PRODUCTION

DEFINITIONS

1. "AFE" means Authority for Expenditure as defined in the Joint Operating Agreement dated December 1, 2017, by and between a group of working interest owners and Barrow Shaver Resources Company LLC, each related to the Lone Star Prospect, in Cass, Morris, Upshur, and Camp Counties, Texas.

2. "AFE Advances" means the prepayments made by Middleton Oil and listed on the Debtor's Settlement Statement to Middleton Oil for Account No. 432740, dated October 29, 2025.

3. The words "all" and "any" shall be construed to mean each and every.

4. "AMI" means the area of mutual interest described in the Exploration Agreement.

5. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make a given Request for Production inclusive rather than exclusive.

6. "Bankruptcy Case" means *In re Barrow Shaver Resources Company LLC*, Case No. 24-33353 (ARP) (Bankr. S.D. Tex.).

7. "Communication" means any transmission of information, both internal and with third parties, including but not limited to conversations, discussions, meetings, telephone calls, correspondence, memoranda, telegrams, cables, letters, emails, text messages, social media exchanges, and any other form written or oral communication.

8. The terms "concerning," "regarding" and "relating to" mean consisting of, referring to, involving, describing, mentioning, evidencing, constituting or having any legal, logical, evidential, or factual connection with the subject matter designated in any paragraph of these Requests for Production.

9. "Cure Objection" means *Middleton Oil Company's Limited Objection to Notice of (I) Potential Assumption and Assignment of Contracts and Leases as to Lots 1 and 2 and (II) Cure Amounts in Connection Therewith* [Docket No. 798].

10. "Disputed Charges" has the meaning ascribed to such term in the Cure Objection.

11. The terms "Document" or "Documents" mean any written, recorded, or graphic matter, however produced or reproduced, including without limitation correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, notations of conversations or meetings, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, analyses, returns, estimates, projections, or any other written printed, typed, or other graphic or recorded matter of any kind or nature, and any draft versions thereof.

12. "Exploration Agreement" means that certain Exploration Agreement dated August 17, 2021 by and between Middleton Oil and the Debtor, related to the Lone Star Prospect, in Cass, Morris, Upshur, and Camp Counties, Texas.

13. The word "including" means including without limitation. Under no circumstance shall the word "including," or any list of examples following the word "including," be construed in a manner that would narrow the scope of the Request for Production.

14. "JIB" means joint interest billing.

15. "JOA" means that certain the Joint Operating Agreement dated December 1, 2017 by and between a group of working interest owners, including Middleton Oil, and Barrow Shaver Resources Company LLC, as may be amended, restated, or modified from time to time, including any exhibits thereto.

16. "July 2025 Notice" means the letter dated July 3, 2025, regarding an internal audit of Joint Account charges that identified previously "unbilled" charges to working interest owners for the Hidden Rock/Lone Star Prospect Field related to the acquisition and development of the oil and gas leasehold interests within the AMI.

17. "Middleton Oil" means Middleton Oil Company.

18. The words "Person" or "Persons" shall be construed in the broadest way possible to include, without limitation, individuals or entities of any type, including without limitation natural persons, governments, agencies, quasi-public entities, corporations, partnerships, associations, groups, mutual or joint ventures, trusts, estates, and any other legal entities and divisions, departments, organizations, associations, or units.

19. "Petition Date" means July 23, 2024.

20. "Previously Unbilled Costs" means the charges referenced in the July 2025 Notice.

21. "Review" means the internal audit of the "Joint Account" referenced in Debtor's July 2025 Notice.

22. The words "You," "Your," and "Yours" mean the Debtor in the above-captioned Chapter 11 case, including its representative officers, directors, employees, agents, attorneys, consultants, advisors, and any other person acting or purporting to act on its behalf.

23. Please construe all terms and Requests for Production as broadly as possible.

INSTRUCTIONS

1. The preceding Definitions apply to these Instructions and each of the Document Requests.

2. Unless otherwise noted, the dates applicable to the Document Requests set forth herein are for the Relevant Period, and each request covers any and all documents created, dated,

sent, received or in effect at any time during the Relevant Period.

3. The use of the singular form of any word includes the plural and vice versa.

4. The use of the past tense of any verb includes the present tense and vice versa.

5. The connectives "and" and "or" shall be construed conjunctively or disjunctively as necessary to make each request for production inclusive rather than exclusive; to bring within the scope of the request all Documents and Communications and responses that otherwise might be construed to be outside the scope of the request.

6. If any Documents have been withheld from production on the basis of a claim of privilege or exemption from discovery, please furnish the following information for each such Documents:

- The place, date(s) (or appointment date) the Document was generated or prepared;
- The name, address, title and telephone number of the author(s) of the Document;
- The description or summary of the content of the Document (e.g., letter, deed, memorandum, etc.)
- The name, address, title and telephone number of any indicated recipient(s) of the Document;
- The name, address, title and telephone number of every person to whom the Document of the contents thereof has ever been disclosed, communicated, exhibited, read or summarized and the date(s) and circumstances of each such disclosure.
- The subject matter of the Document;
- A statement of the basis for claiming privilege or exemption from discovery.

7. Where Documents or Communications in the possession of a legal entity are requested, such request includes the entity's employees, advisors, attorneys, representatives, agents, members, partners, officers, directors, independent contractors, successors and assigns, and all other persons acting for or on behalf of any one or more of them.

8. Please produce responsive Documents as they have been kept in the usual course of business.

9. If there are no Documents responsive to any particular request, please state so in writing.

10. Where only a portion of a Document relates or refers to the subject of a request, the entire Document is to be produced nevertheless, inclusive of any and all attachments, appendices, and exhibits.

11. If a responsive Document was, but no longer is, within Your possession, custody or control, please state in detail: (i) the type of Document and the author(s), sender(s), recipient(s) and copyee(s) of the Document; (ii) a summary of the contents of the Document; (iii) what disposition was made of such Document; (iv) the date of such disposition; (v) whether the original or a copy thereof is within the possession, custody or control of any other person; and (vi) if the answer to (v) is affirmative, the identity of such person.

12. The requests herein are to be deemed continuing so as to require further and supplemental productions if You discover, receive, or generate additional responsive Documents between the time of Your original production and the time of the final hearing held in this action.

13. All Documents produced in response to this request shall be produced *en toto* notwithstanding the fact that portions thereof may contain information not requested, and shall include interim and drafts as well as final editions of the document, and shall include all additions or copies of a Document which are not identical to (whether due to handwritten notation, or revisions, or otherwise) the original produced copy of the Document.

14. Any Documents produced pursuant to this request shall be produced on a category-by-category basis as requested herein.

15. Whenever in this itemized list of documents to be produced there is a reference to a named corporation, partnership, or association, the reference includes: (1) the corporation, partnership, or association; (2) its subsidiaries, groups, divisions, affiliates, and other organization units, and their predecessors and successors; and (3) each officer, director, representative, employee, partner, and agent of each of the foregoing, whether or not acting within the scope of his or her employment, representation or agency.

REQUESTED FORMAT FOR PRODUCTION OF DOCUMENTS

All Documents:

All documents produced must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC000001). This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Any document that contains essential color should be produced in color. "Essential color" is defined as color that is essential to the understanding of the document, such as the color in charts, maps, graphs, and photographs. The acceptable format for color documents is color JPEG images. Color TIFF images are not acceptable.

Hard Copy Documents:

For documents that only exist in hard copy and not electronic form, please produce those documents as Group IV compressed single-page, black and white, TIFF or color JPEG images named by Bates number. Provide standard LFP and OPT image load files with an image key containing the same image names/Bates numbers as the corresponding images. All TIFF/JPEG images must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC000001). The LFP and OPT load files should accurately reflect logical document breaks. OCR should be provided as document level text files with an LST load file or as a linked path in a delimited text file (a .DAT file).

Fielded data for hard copy documents should be provided in a delimited text file with the following delimiters:

- Field separator = | (ASCII character 124) or , (ASCII character 020)
- Quote character = þ (ASCII character 254)
- Multi-entry delimiter = ; (ASCII character 059)
- Return value in data = ~ (ASCII character 126)

The fielded data should include but not be limited to the following:

- Beg Doc
- End Doc
- Beg Attach
- End Attach
- Page Count
- Custodian
- Location (file cabinet, box, or any other source information that helps identify and track the documents)
- Confidential Designation
- Redacted Status
- Production Volume
- Path to Extracted Text File

Electronic Documents:

Please produce email, attachments, and loose native files as Group IV compressed single-page, black and white, TIFF or color JPEG images named by Bates number. Provide standard LFP and OPT image load files with an image key containing the same image names/Bates numbers as the corresponding images. All TIFF/JPEG images must be branded and named with a unique, consistently formatted identifier with an alpha prefix along with a fixed length Bates number (e.g., ABC0000001). Extracted text or OCR should be provided as document level text files with an LST load file or as a linked path in a delimited text file (a .DAT file).

Emails and attachments shall be produced as sequentially numbered documents, and the family grouping shall be established by use of Beginning Attachment and Ending Attachment fields.

Additionally, Excel files, spreadsheets, database files, audio files, video files, AutoCAD drawings, or any non-printable or unsupported file types should be produced in their native format with a linked path in the .DAT file. A placeholder image with basic identifying information (File Name and Bates number) should be provided. If counsel requests native files of other specific documents, opposing counsel will comply as long as the request is not overly burdensome or frivolous.

Metadata for emails, attachments, and e-documents (loose native files) should be provided in a delimited text file with the following delimiters:

- Field separator = | (ASCII character 124) or , (ASCII character 020)
- Quote character = þ (ASCII character 254)
- Multi-entry delimiter = ; (ASCII character 059)
- Return value in data = ~ (ASCII character 126)

The metadata fields should include but not be limited to the following:

- Beg Doc
- End Doc
- Beg Attach
- End Attach
- Page Count
- Production Volume
- Media Type (i.e., Email, Attachment, Attached Email, Loose Edoc, Attached Edoc)
- Document Date (MM/DD/YYYY - The date of the document. For emails, the metadata will reflect the date the email was sent; for other documents, the field will reflect the last date on which the document was saved, to the best extent possible.)
- Family Date (MM/DD/YYYY)
- Family Time (MM/DD/YYYY hh:mm:ss)
- Date Sent (MM/DD/YYYY)
- Time Sent (MM/DD/YYYY hh:mm:ss)

- Date Received (MM/DD/YYYY)
- Time Received (MM/DD/YYYY hh:mm:ss)
- Date Created (MM/DD/YYYY)
- Time Created (MM/DD/YYYY hh:mm:ss)
- Date Last Modified (MM/DD/YYYY)
- Time Last Modified (MM/DD/YYYY hh:mm:ss)
- Date Last Accessed (MM/DD/YYYY)
- Time Last Accessed (MM/DD/YYYY hh:mm:ss)
- Author
- From
- To
- CC
- BCC
- Domain From
- Domain To
- Domain CC/BCC
- Domain Combined
- Subject
- MsgID
- MD5Hash
- SHA1Hash
- File Size (whole integer)
- File Extension
- File Name
- Original Folder or Pathway
- Application
- Attachment Count
- Attachment Titles
- Doc Title
- File/Doc Type (if different from Media)
- Custodian
- Confidential Designation
- Redacted Status
- Native Path
- Extracted Text Path

In the event the volume of loose natives becomes excessively large and thereby exceedingly costly to process, counsel will notify opposing counsel and the parties will consider alternatives to a tiff/jpeg production.

Production Media:

Please provide all production deliverables on external USB drives or via secure FTP link.

REQUESTS FOR PRODUCTION

1. **REQUEST FOR PRODUCTION 1:** All Documents related to the account or accounts holding the remaining balance of the AFE Advances, including any transfer or payment of the AFE Advances.

2. **REQUEST FOR PRODUCTION 2:** All Documents comprising or relating to Debtor's Review, including but not limited to any summaries, spreadsheets, working papers, internal approvals, policies/procedures, backup, and any draft or final material circulated or relied upon during the Review.

3. **REQUEST FOR PRODUCTION 3:** All AFEs (initial and subsequent operations), amendments/change orders, proposal letters, notices of election, and election responses referenced in or relating to the Review or to any Previously Unbilled Costs, including any AFEs used to calculate or allocate such costs.

4. **REQUEST FOR PRODUCTION 4:** All Documents and Communications showing how the Previously Unbilled Costs were identified, calculated, coded, posted, or re-posted in connection with the Review, including accounting entries and date-stamped JIB posting.

5. **REQUEST FOR PRODUCTION 5:** All internal Communications, memoranda, management approvals, and Communications with working interest owners concerning the Review or the decision to retroactively allocate Previously Unbilled Costs, including drafts of the July 2025 Notice and any documents or communications related to the Review that use "audit" terminology.

6. **REQUEST FOR PRODUCTION 6:** All spreadsheets, schedules, or billing breakdowns showing the allocation to Middleton Oil of new charges posted as a result of the Review and/or Previously Unbilled Costs.

7. **REQUEST FOR PRODUCTION 7:** All Documents and Communications supporting the Debtor's current position on cure amounts related to Middleton Oil Cure Objection, including any analysis of AFE balances, overpayments, or disputed charges under the JOA or Exploration Agreement.

8. **REQUEST FOR PRODUCTION 8:** All JIB detail and owner-level ledgers for Middleton Oil from May 1, 2022 to present, including opening balances, monthly charges/credits, payments, suspense, prepayments/advances, and any Netting entries—with fields for posting date, service/performance date, vendor, account code, cost center, lease/unit/well ID, AFE number, and narrative description related to the corresponding charge or credit.

9. **REQUEST FOR PRODUCTION 9:** All Documents and Communications explaining why Debtor contends any Previously Unbilled Costs are "not subject to non-consent," including but not limited to any documents or communications that explain why such costs are categorized as general development, land/title, or overhead expenses under the JOA, and all analyses tying those costs to specific JOA/COPAS provisions.

10. **REQUEST FOR PRODUCTION 10:** Produce all ownership decks (DOIs), unit plats, title opinions (preliminary and final), and lease/unit/well cross-reference lists used to allocate any Previously Unbilled Costs, including revisions effective May 1, 2022 to present.

11. **REQUEST FOR PRODUCTION 11:** All records of prepayment/advances/retainers made by Middleton Oil to Debtor and Debtor's application (or non-application) of those balances in connection with any AFEs/JIBs/revenue.

12. **REQUEST FOR PRODUCTION 12:** All AFEs, proposals, prior notices, and election responses for each acid wash/workover or other operation Debtor characterizes as Rework since January 1, 2024, with proof of service and election logs for reach such operation.

13. **REQUEST FOR PRODUCTION 13:** All documents showing Debtor's classification of each acid wash/related work as a routine repair or maintenance, including any "single project" cost breakdowns, internal approvals, and evidence of 60% working-interest approval under Article VI.D of the JOA including the owner list, percentages, vote tallies, and consents for such approval.

14. **REQUEST FOR PRODUCTION 14:** All documents supporting any claim that any operation since January 1, 2024 qualified as emergency work under Article VI.D of the JOA, including contemporaneous assessment.

15. **REQUEST FOR PRODUCTION 15:** All analyses, emails, or accounting entries relating to splitting costs for operations since January 1, 2024 into multiple sub-projects or phases to avoid the single-project threshold included under the JOA, including budget spreadsheets and coding guidance.

16. **REQUEST FOR PRODUCTION 16:** All Documents and Communications related to the operator's internal authority limits, CAPEX approval policies, and decision memoranda used to authorize any workovers/acid washes since January 1, 2024.

17. **REQUEST FOR PRODUCTION 17:** Owner-level ledgers and cash-application reports from the Petition Date to present showing each instance of netting/withholding against revenue for Middleton Oil; identify for each entry: posting date, service/performance date, the prepetition/post petition status of each side, and whether Debtor contends the entry is setoff or recoupment; and produce all documents Debtor relies on as authority for such netting.

18. **REQUEST FOR PRODUCTION 18:** All Documents analyzing whether any operation triggered consent/non-consent rights, including drafts, meeting notes, and Communications with working interest owners related to such analysis.

19. **REQUEST FOR PRODUCTION 19:** All Documents detailing or related to Previously Unbilled Costs for the acquisition of oil and gas leasehold interests within the AMI.

20. **REQUEST FOR PRODUCTION 20:** All leases, purchase and sale agreements, or other contracts related to Debtor's acquisition of the oil and gas leasehold rights related to the Review or any Previously Unbilled Costs.

21. **REQUEST FOR PRODUCTION 21:** All Documents detailing or supporting any adjustments made to Middleton Oil's ownership in the AMI or joint account as a result of the Review or any Previously Unbilled Costs.

22. **REQUEST FOR PRODUCTION 22:** All Documents related to the disputed expenses listed on Middleton Oil's letter, dated September 3, 2025, regarding "Notice of Disputed Expenses Netted from JIB Settlement Statement Dated 6-27-2025".

23. **REQUEST FOR PRODUCTION 23:** All Documents supporting the Debtor's positions in the letter from the Debtor to "Hidden Rock Working Interest Owners" dated October 31, 2025, including the "reports" and "invoices related to the previously unbilled charges" referenced in the letter.

24. **REQUEST FOR PRODUCTION 24:** All Documents relating to the Debtor's position in the letter from the Debtor to "Hidden Rock Working Interest Owners" dated October 31, 2025, that any WIO's prior consent to AFEs for the Johnson #1 and Hill #1 vertical wells constitutes authority for Debtor to charge the joint account for development expenses for the Hill-Knowles well and the Johnson-Henderson well, including expenses for the construction of roads and locations and any equipment for the Hill-Knowles well and the Johnson-Henderson well that were not part of the original AFEs for the Johnson #1 well and the Hill #1 well.

EHXIBIT B

DEFINITIONS

1. "AFE" means Authority for Expenditure as defined in the Joint Operating Agreement dated December 1, 2017, by and between a group of working interest owners and Barrow Shaver Resources Company LLC, each related to the Lone Star Prospect, in Cass, Morris, Upshur, and Camp Counties, Texas.

2. "AFE Advances" means the prepayments by Middleton Oil listed on the Debtor's Settlement Statement to Middleton Oil for Account No. 432740, dated October 29, 2025.

3. The words "all" and "any" shall be construed to mean each and every.

4. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make a given Request for Production inclusive rather than exclusive.

5. "Bankruptcy Case" means *In re Barrow Shaver Resources Company LLC*, Case No. 24-33353 (ARP) (Bankr. S.D. Tex.).

6. "Communication" means any transmission of information, both internal and with third parties, including but not limited to conversations, discussions, meetings, telephone calls, correspondence, memoranda, telegrams, cables, letters, emails, text messages, social media exchanges, and any other form written or oral communication.

7. The terms "concerning," "regarding" and "relating to" mean consisting of, referring to, involving, describing, mentioning, evidencing, constituting or having any legal, logical, evidential, or factual connection with the subject matter designated in any paragraph of these Requests for Production.

8. "Cure Objection" means *Middleton Oil Company's Limited Objection to Notice of (I) Potential Assumption and Assignment of Contracts and Leases as to Lots 1 and 2 and (II) Cure Amounts in Connection Therewith* [Docket No. 798].

9. "Disputed Charges" has the meaning ascribed to such term in the Cure Objection.

10. The terms "Document" or "Documents" mean any written, recorded, or graphic matter, however produced or reproduced, including without limitation correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, notations of conversations or meetings, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, analyses, returns, estimates, projections, or any other written printed, typed, or other graphic or recorded matter of any kind or nature, and any draft versions thereof.

11. "Exploration Agreement" means that certain Exploration Agreement dated August 17, 2021 by and between Middleton Oil and the Debtor, related to the Lone Star Prospect, in Cass, Morris, Upshur, and Camp Counties, Texas.

12. The word "including" means including without limitation. Under no circumstance shall the word "including," or any list of examples following the word "including," be construed in a manner that would narrow the scope of the Request for Production.

13. "JIB" means joint interest billing.

14. "JOA" means that certain the Joint Operating Agreement dated December 1, 2017 by and between a group of working interest owners, including Middleton Oil, and Barrow Shaver Resources Company LLC, as may be amended, restated, or modified from time to time, including any exhibits thereto.

15. "July 2025 Notice" means the letter dated July 3, 2025, regarding an internal audit of Joint Account charges that identified previously "unbilled" charges to working interest owners for the Hidden Rock/Lone Star Prospect Field related to the acquisition and development of the oil and gas leasehold interests within the AMI.

16. "Middleton Oil" means Middleton Oil Company.

17. The words "Person" or "Persons" shall be construed in the broadest way possible to include, without limitation, individuals or entities of any type, including without limitation natural persons, governments, agencies, quasi-public entities, corporations, partnerships, associations, groups, mutual or joint ventures, trusts, estates, and any other legal entities and divisions, departments, organizations, associations, or units.

18. "Petition Date" means July 23, 2024.

19. "Previously Unbilled Costs" means the charges referenced in the July 2025 Notice.

20. "Review" means the internal audit of the "Joint Account" referenced in Debtor's July 2025 Notice.

21. The words "You," "Your," and "Yours" mean the Debtor in the above-captioned Chapter 11 case, including its representative officers, directors, employees, agents, attorneys, consultants, advisors, and any other person acting or purporting to act on its behalf.

22. Please construe all terms and Interrogatories as broadly as possible.

INSTRUCTIONS

1. These Interrogatories shall be continuing in nature. If, after providing information responsive to these Interrogatories, additional information becomes available to you, you are required to provide such additional information in a supplemental response.

2. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, representatives, and unless privileged, attorneys, as well as knowledge of persons who were agents or representatives at the time in question.

3. If you are unable to answer or respond fully to any of these Interrogatories, answer or respond to the extent possible and specify the reasons for your inability to answer or respond in full.

4. If you object to any of these Interrogatories, then you must state the reason for your objection.

5. The Interrogatories shall be construed to include the past tense and the past tense shall be construed to include the present tense as necessary to bring within the scope of these Interrogatories any document or other information that might otherwise be construed to be outside their scope.

6. The singular shall be construed to include the plural and the plural shall be construed to include the singular as necessary to bring within the scope of these Interrogatories any document or other information that might otherwise be construed to be outside their scope.

7. In the event that any information is withheld or is not produced by reason of a claim of privilege, work product, or any other reason, you must produce a privilege log that complies with the federal rules, agreement of the parties, and any applicable Court order.

8. If the information furnished in answer to all or any part of an Interrogatory is not within the personal knowledge of the Respondent, identify each person to whom all or any part of the information furnished is a matter of personal knowledge, and each person who communicated to the Respondent any part of the information furnished.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all leases and wells reviewed in the Review, and state whether any are located within units where Middleton Oil did not affirmatively consent to the initial well.

INTERROGATORY NO. 2: For each Previously Unbilled Cost, describe in detail the methodology used to identify the charge and the methodology used to allocate it to Middleton Oil, including ownership bases, time slicing, cost centers, any changes in the methodology related to the cost during May 2022-July 2024.

INTERROGATORY NO. 3: Identify any charges or cost categories that remain unallocated, under review, or subject to future adjustment, and state whether Debtor anticipates issuing additional Review-related JIB statements.

INTERROGATORY NO. 4: Regarding Middleton Oil, identify and describe in detail each Previously Unbilled Cost allocated to their working interest as a result of the Review. For each item, state: vendor; invoice/date range; service description; well/lease/unit; account code; AFE number (if any); date first incurred; date first billed; JOA/COPAS provision authorizing the charge; whether consent was required and obtained; and the allocation methodology used.

INTERROGATORY NO. 5: Explain in detail the Debtor's position that the Previously Unbilled Costs are not subject to non-consent, including the categories of costs it contends are "general development," the contractual authority for each category associated with each cost, and any distinctions drawn between field-level and well-specific activities.

INTERROGATORY NO. 6: Describe the Debtor's netting/withholding practices under the JOA since the Petition Date with respect to Middleton Oil: what costs were netted, when, and the contractual basis for such netting under the JOA.

INTERROGATORY NO. 7: Identify all Previously Unbilled Costs first posted outside any COPAS/contractual adjustment window under the JOA, and state the factual/legal basis the Debtor asserts permits such late billing.

INTERROGATORY NO. 8: Identify the persons most knowledgeable regarding:

(a) the Review and identifications/posting of Previously Unbilled Costs;

(b) AFEs, prior notices, and approval/election processes under the JOA;

(c) classification of operations as Rework (JOA Article VI.B) versus maintenance/repair and any "single project" determinations (Article VI. D);

(d) allocation of costs between working interest owners and DOIs; and

(e) Debtor's netting/withholding practices under the JOA. For each person, state their title, role, and topics of knowledge.

INTERROGATORY NO. 9: For each well/operation tied to the Disputed Charges, state whether Debtor classifies it as a Rework (JOA Article VI.B) or maintenance/repair (JOA Article VI. D); identify the specific JOA provisions invoked, date of prior notice, AFE number, election results (by WI%), and whether 60% approval was obtained. If emergency is claimed for any Disputed Charge under JOA Article VI.D, state the facts and timing for such charge alone with the factual basis for why such charge qualifies as emergency work under JOA Article VI.D.

INTERROGATORY NO. 10: For each operation since January 1, 2024 categorized as maintenance/repair, state the total project, cost, what Debtor contends is the "single project," any costs components excluded, and the basis for exclusion.

INTERROGATORY NO. 11: Identify all prepayments/credits held for Middleton Oil on and after the Petition Date and explain how they were applied before any netting/withholding.

INTERROGATORY NO. 12: Identify any adjustments made to Middleton Oil's ownership in the AMI as a result of the Review or the Previously Unbilled Costs, and for each ownership adjustment explain the factual basis supporting or explaining such adjustment.

INTERROGATORY NO. 13: For each disputed charge identified on Middleton's September 3, 2025 Notice of Disputed Expenses Netted from JIB Settlement Statement Dated 6-27-2025, explain how such charge constitutes lease acquisition or development of the oil and gas leasehold interests, and state whether such charge has previously been assigned to a particular AFE, and if not, why not.

INTERROGATORY NO. 14: Explain the basis for Debtor's change of its long-standing practice of issuing AFEs for the prospect wells solely for the 6/27/2025 JIB Statement, as demonstrated by Debtor's issuance of AFEs before and since issuing the 6/27/2025 JIB statement—*see* AFE #209 for MCD #1 Commingle Bossier/CV Lime and Install Pumping Unit, issued on June 18, 2025; and AFE #217 for Coil Tubing Lateral Cleanout on LSHZ6- Hayes-Campbell AW #1H, issued on July 25, 2025.

INTERROGATORY NO. 15: If you contend that all or a portion of the AFE Advances have been transferred or spent by the Debtor, describe the expenses, projects, well, and leases for which such AFE Advances or portion of the AFE Advances were transferred or spent.

INTERROGATORY NO. 16: Explain how the AFE Advances were calculated on the Debtor's Settlement Statement to Middleton Oil for Account No. 432740, dated October 29, 2025.

EXHIBIT 3

From: Johnson, M. Shane
Sent: Monday, January 26, 2026 4:42 PM
To: Greenberg, Olivia; Dearman, Michael B.
Cc: Bain, Joseph; Anderson, Amy; Wilson, Sean; Kevin Lippman; Garrick Smith
Subject: RE: BSR - Debtor's Response to Middleton's Discovery Requests

Olivia,

Based on the meet and confer we had last Thursday, we have the following issues with the Debtor's responses to our discovery requests:

Requests for Production

- During the meet and confer you said CR3 searched the Debtor's software systems for all relevant documents. However, your response to request for production no. 11 provides that "Potentially responsive documents to this Request are scattered across multiple accounting platforms, including suspense, prepayment, and archived payment files, many of which predate the appointment of the CRO and are not consolidated in a single repository. Locating and compiling these materials would require wide-ranging searches across several servers and systems, manual reconciliation of payment and application histories, and coordinated efforts among various professionals. The effort would require substantial time and cost, which demonstrate that the burden of compliance is disproportionate to the issues presented in this matter under the circumstances set forth in the Sale Order with regards to cure disputes." The Debtor's response to request for production no. 8 is similar. Based on these responses, we are not clear what search was performed. Please provide a description of the search performed to identify responsive documents.

- **RFP No. 7** – The Debtor's response provides that the Debtor "produced documents supporting Debtor's positions on cure amounts," but during the meet and confer you acknowledged that the Debtor did not produce any communications. Please explain what search was performed for communications and whether any communications exist related to this request.

- **RFP No. 9** – The Debtor's response provides that "there are no responsive documents to this Request." However, during the meet and confer you confirmed that at a minimum there were two letters sent to Middleton that are responsive. Please confirm that there are no other responsive documents.

- **RFP No. 10** – We said in our January 14, 2026 email in response to your discovery letter that we are seeking documents that the Debtor used to allocate the Previously Unbilled Costs to determine the basis for the allocations. If the Debtor has produced all documents that the Debtor has relied on in making such allocations, then we can consider this request fulfilled. Please confirm.

- **RFP No. 11** – Has the Debtor produced records of Middleton Oil's advances to the Debtor and the application of those balances? The response only states "to the extent the Debtor was able to search and locate…", and we have been unable to find these documents in the production beyond BSR_40016965, which is a spreadsheet showing Midleton Oil AFE prepayments. Please confirm that here are no additional responsive documents.

- **RFP No. 13** – To address the Debtor's objection, Middleton Oil will agree to revise the request as follows: "All documents showing Debtor's classification of each acid wash/related work and evidence of working-interest owner approval."

- **RFP No. 14** – This request is not seeking an admission. It is requesting documents supporting any claim by the Debtor that any operation since January 1, 2024 qualified as emergency work under Article VI.D of the JOA. If the Debtor is not making such a claim, it can say so in response to this document request. If the Debtor is making this claim, it is required to provide documents in support.

- **RFP No. 20** – In our January 14, 2026 email we said that "Middleton Oil will agree to narrow this request to the leases, purchase and sale agreements, or other contracts related to the Debtor's acquisition of oil and gas leasehold rights related to the Review and Previously Unbilled Costs that have been billed to Middleton Oil." Please confirm whether the Debtor continues to object to this request as modified.

- **RFP No. 21** – Please explain how this request is overly broad and unduly burdensome because it is a discrete request that we would not expect to result in many responsive documents.

- **RFP No. 24** – This request is not seeking an admission or a legal conclusion. It is seeking documents supporting a position that the Debtor took in the October 31, 2025 letter. Please provide responsive documents.

Interrogatories

- **Rog No. 1** – The response does not state whether the wells are "located within units where Middleton Oil did not affirmatively consent to the initial well." Please provide this information.

- **Rog No. 3** – To address the objection, Middleton Oil will revise the Interrogatory as follows: "Identify any charges or cost categories that remain unallocated, under review, or subject to future adjustment."

- **Rog Nos. 4, 5, 10, 11, 12, and 16** – These responses provide that documents relevant to these interrogatories have been produced to Middleton Oil. Rule 33(d) may only be used "if the burden of deriving or ascertaining the answer will be substantially the same for either party." Here that requirement is not met because the Debtor has access to substantially more information than Middleton Oil regarding the operation of the Debtor's assets and is the only party that understands the Debtor's undisclosed position with respect to Middleton Oil's cure objection. Even if the Debtor could satisfy this element, it did not "specify[] the records that must be reviewed, in sufficient detail to enable the interrogating party to locate and identify them as readily as the responding party could" as required by Rule 33(d)(1). Middleton Oil has reviewed all of the documents produced by the Debtor and is unable to ascertain the answers to any of these interrogatories. Please provide responses in accordance with Rule 33.

- **Rog No. 8** – The interrogatory does not request any legal analysis or work product. It asks the Debtor to identify the person most knowledgeable about certain topics. Failing to answer this interrogatory does not comply with the FRCP.

- **Rog No. 9** – Failing to answer this interrogatory does not comply with the FRCP.

- **Rog No. 13**– Failing to answer this interrogatory does not comply with the FRCP.

- **Rog No. 15** – During the meet and confer I asked several times for the Debtor's position on Middleton Oil's claim related to the AFE Advances, but each time you declined to provide the Debtor's position. Your responses during the meet and confer combined with the failure to provide a substantive response to this interrogatory mean that Middleton Oil does not know the Debtor's position on its cure objection, despite

filing the objection over six months ago. We will raise this issue with the Court at the scheduling conference.

Thanks,
Shane

From: Greenberg, Olivia <ogreenberg@joneswalker.com>
Sent: Friday, January 16, 2026 10:25 PM
To: Johnson, M. Shane <SJohnson@porterhedges.com>; Dearman, Michael B. <MDearman@porterhedges.com>; Stamey, M. Harris <HStamey@porterhedges.com>; Tori Keeton <tkeeton@middletonoil.com>
Cc: Bain, Joseph <jbain@joneswalker.com>; Anderson, Amy <aanderson@joneswalker.com>; Wilson, Sean <swilson@joneswalker.com>
Subject: BSR - Debtor's Response to Middleton's Discovery Requests

Good Evening,

Attached please find *Barrow Shaver Resources Company LLC's Response to Middleton Oil Company's Second Set of Requests for Production and First Set of Interrogatories to Debtor*. The document production is available on a ShareFile and the following individuals have been given access:

Name	Email
Shane Johnson	sjohnson@porterhedges.com
Michael Dearman	mdearman@porterhedges.com
Harris Stamey	hstamey@porterhedges.com
Tori Keeton	tkeeton@middletonoil.com

You should receive a separate email with the access link (be sure to check your spam folder if you do not receive the email). Please let us know if you are unable to access the ShareFile hosted through CR3.

Thanks,

Olivia K. Greenberg
Associate
D: 504.582.8302
ogreenberg@joneswalker.com

JONES WALKER

Jones Walker LLP
201 St. Charles Ave, Ste 5100
New Orleans, LA 70170
joneswalker.com

EXHIBIT 4

From: Bain, Joseph <jbain@joneswalker.com>
Sent: Tuesday, June 2, 2026 5:13 PM
To: Johnson, M. Shane; Anderson, Amy; Dearman, Michael B.
Cc: Greenberg, Olivia; Sparks, William
Subject: RE: Settlement Statements

And we will oppose.

Joseph E. Bain | Partner
Jones Walker LLP
D: 713.437.1820 | M: 281.520.0828
JBain@joneswalker.com

From: Johnson, M. Shane <SJohnson@porterhedges.com>
Sent: Tuesday, June 2, 2026 5:11 PM
To: Anderson, Amy <aanderson@joneswalker.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Bain, Joseph <jbain@joneswalker.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>; Sparks, William <wsparks@joneswalker.com>
Subject: [EXTERNAL] RE: Settlement Statements

Because we only received the bank statements last Wednesday and have not received the below documents yet, we will ask the Court to adjourn this Friday's hearing to another date in June.

From: Anderson, Amy <aanderson@joneswalker.com>
Sent: Tuesday, June 2, 2026 4:29 PM
To: Johnson, M. Shane <SJohnson@porterhedges.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Bain, Joseph <jbain@joneswalker.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>; Sparks, William <wsparks@joneswalker.com>
Subject: Re: Settlement Statements

I mentioned below that we expect to produce on Wednesday - tomorrow. We are on track to do that. I don't anticipate a great volume.

Get Outlook for iOS

From: Johnson, M. Shane <SJohnson@porterhedges.com>
Sent: Tuesday, June 2, 2026 4:19:56 PM
To: Anderson, Amy <aanderson@joneswalker.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Bain, Joseph <jbain@joneswalker.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>; Sparks, William <wsparks@joneswalker.com>
Subject: [EXTERNAL] RE: Settlement Statements

Any update on when you expect to provide the responsive documents and the anticipated volume of documents?

From: Anderson, Amy <aanderson@joneswalker.com>
Sent: Monday, June 1, 2026 5:37 PM
To: Johnson, M. Shane <SJohnson@porterhedges.com>; Dearman, Michael B. <MDearman@porterhedges.com>
Cc: Bain, Joseph <jbain@joneswalker.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>; Sparks, William <wsparks@joneswalker.com>
Subject: RE: Settlement Statements

Shane,

As Joe mentioned in his email on May 27th at 3:13 p.m., the discovery propounded by Middleton Oil on December 1, 2025, was done pursuant to the Sale Order and related to the contested matter pertaining to Middleton Oil's Assigned Contract Objection. In the current contested matter, the only discovery is and were the deposition notices issued for Mr. Katchadurian and a 30(b)(6) representative. If Middleton Oil's prior December 2025 discovery relates to the case as a whole, then the discovery is more akin to a Rule 2004 exam and the Debtor has concerns regarding the application of the pending proceeding rule, which is especially problematic given that Middleton Oil has now filed an adversary proceeding involving the same factual issues.

That said, and without waiver of any of the arguments made previously or above, the Debtor is providing – without the need for a formal discovery request from Middleton Oil within this contested matter – informally and as a professional courtesy the documents in the Debtor's possession, custody, or control responsive to the three outlined requests in your below email. The Debtor is collecting those documents currently and expects to produce them on Wednesday via sharefile link. Certain of those documents may be produced pursuant to the Protective Order.

Thank you,

Amy

Amy K. Anderson | Partner
Jones Walker LLP
D: 214.459.9682
aanderson@joneswalker.com

From: Bain, Joseph <jbain@joneswalker.com>
Sent: Monday, June 1, 2026 8:02 AM
To: Johnson, M. Shane <SJohnson@porterhedges.com>; Dearman, Michael B. <MDearman@porterhedges.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>
Cc: Anderson, Amy <aanderson@joneswalker.com>
Subject: RE: Settlement Statements

Adding Amy who will address.

Joseph E. Bain | Partner
Jones Walker LLP
D: 713.437.1820 | M: 281.520.0828
JBain@joneswalker.com

From: Johnson, M. Shane <SJohnson@porterhedges.com>
Sent: Monday, June 1, 2026 7:55 AM
To: Dearman, Michael B. <MDearman@porterhedges.com>; Greenberg, Olivia <ogreenberg@joneswalker.com>; Bain, Joseph <jbain@joneswalker.com>
Subject: [EXTERNAL] RE: Settlement Statements

With the hearing on Friday, please let us know when we will receive the below documents.

From: Dearman, Michael B. <MDearman@porterhedges.com>
Sent: Friday, May 29, 2026 1:56 PM
To: Greenberg, Olivia <ogreenberg@joneswalker.com>; Bain, Joseph <jbain@joneswalker.com>
Cc: Johnson, M. Shane <SJohnson@porterhedges.com>
Subject: RE: Settlement Statements

Joe and Olivia,

I'm following up on the email below, so the requests are all in one place. Please provide the following:

- Settlement statements for Middleton Oil for the period after the December 2025 JIB;
- The Debtor's books and records post 7/31/25 from Wolfpak showing the treatment of Middleton Oil's AFE prepayments; and
- The Debtor's books and records or settlement statements sufficient to show revenue attributable to Middleton Oil's interests from December 1, 2025 to the present.

Thanks,
Michael

Michael B Dearman | Associate
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6772 **e** MDearman@porterhedges.com
Bio • **Web** • **V-Card**

From: Dearman, Michael B.
Sent: Friday, May 29, 2026 10:09 AM
To: Greenberg, Olivia <ogreenberg@joneswalker.com>; Bain, Joseph <jbain@joneswalker.com>
Cc: Johnson, M. Shane <SJohnson@porterhedges.com>
Subject: Settlement Statements

Joe and Olivia,

Please provide the settlement statements for Middleton Oil that were created or issued by the Debtor after the December 2025 JIB.

Thanks,
Michael

Michael B Dearman | Associate
Porter Hedges LLP

1000 Main St, 36th Floor | Houston, TX 77002
t 713.226.6772 **e** MDearman@porterhedges.com
Bio • **Web** • **V-Card**

EXHIBIT 5

(FILED UNDER SEAL)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	
	§	**Case No.: 24-33353**
BARROW SHAVER RESOURCES COMPANY, LLC,	§	
	§	**Chapter 11**
	§	
Debtor.	§	
	§	

ORDER GRANTING MIDDLETON OIL COMPANY'S EMERGENCY MOTION TO CONTINUE HEARING ON ADMINISTRATIVE CLAIM
(Relates to Docket No. _____)

The Court, having considered *Middleton Oil Company's Emergency Motion to Continue Hearing on Administrative Claim* (the "***Motion***") to continue the hearing previously schedule for June 5, 2026 at 1:00 p.m. (prevailing Central Time) on *Middleton Oil Company's Application for Allowance and Payment of Administrative Expense Claims* [Docket No. 1149] (the "***Administrative Claim***"); and this Court having found that the Motion has merit and should be granted; accordingly it is therefore ORDERED THAT:

1. The hearing previously scheduled for June 5, 2026 at 1:00 p.m. (prevailing Central Time) on the Administrative Claim is hereby continued to June____, 2026 at _____ (prevailing Central Time) in Courtroom 400, 515 Rusk, Houston, Texas 77002.

Signed: _____

HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE