UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In re:	)	
	)	Case No. 24-40236-can11
CORENERGY INFRASTRUCTURE TRUST, INC.,[1]	)	Chapter 11
	)	
Debtor.	)	

APPLICATION FOR EMPLOYMENT OF STINSON LLP AS SPECIAL COUNSEL AND SPECIAL CONFLICTS COUNSEL FOR THE DEBTOR CORENERGY INFRASTRUCTURE TRUST, INC.

CorEnergy Infrastructure Trust, Inc. ("CorEnergy" or "Debtor"), by and through its proposed counsel, submits this Application for entry of an order authorizing Employment of Stinson LLP ("Stinson"), as special counsel and special conflicts counsel for the Debtor (the "Application"). In support of this Application, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

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

4. The statutory and other predicates for the relief requested herein are Sections 105(a), 327, 328(a), 330 and 1107 of Title 11 of the United States Code (the "Bankruptcy Code") Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2016-3 of the Local Rules of Practice of the United States Bankruptcy Court for the Western District of Missouri (the "Local Rules").

[1] Debtor's address is 1100 Walnut, Ste. 3350 Kansas City, MO 64106. The last four digits of Debtor's taxpayer identification number are 1375.

BACKGROUND

5. On February 25, 2024 (the "Petition Date"), CorEnergy filed a voluntary petition in this Court commencing a case (the "Chapter 11 Case") for relief under Chapter 11 of the Bankruptcy Code.

6. Debtor continues to operate its business as debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. No trustee or examiner has been requested in the Chapter 11 Case, and no committees have yet been appointed.

7. With the filing of the petition, and in support of, inter alia, this Application, Debtor filed the *Declaration of David J. Schulte, Debtor's Chairman and Chief Executive Officer, in Support of Debtor's Chapter 11 Petition and Emergency First Day Pleadings* (the "Schulte Declaration") which is incorporated herein by reference.[2] Please refer to the Schulte Declaration for a summary overview of Debtor in the above-referenced Chapter 11 Case as an overview of Debtor's business, organizational structure, and capital structure, the circumstances giving rise to the commencement of the Chapter 11 Case and an overview of the relief requested in the first day pleadings.

RELIEF REQUESTED

8. By this Application, pursuant to section 327(e), 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014 and 2016, and Local Rule 2016-3, Debtor requests that the Court authorize it to employ Stinson as special counsel and special conflicts counsel for the Debtor for those matters described herein, effective as of the Petition Date.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Schulte Declaration.

A. Necessity and Qualifications

9. The Debtor selected Stinson as special counsel and special conflicts counsel in these matters because of its excellent reputation and its substantial experience in the corporate, real estate, REIT, and restructuring fields. Stinson regularly represents debtors and major creditors or other significant parties in cases in this District.

10. In addition, the Debtor has employed Stinson on matters involving real estate, financing, securities, corporate and strategic matters.

11. Stinson's services will not be duplicative of work performed by the Debtor's general bankruptcy counsel, Husch Blackwell LLP ("Husch Blackwell"), or any other professional retained by the Debtor. Stinson intends to continue to counsel the Debtor in this Chapter 11 Case with respect to certain specified special matters on which it has particular historical familiarity with the Debtor's affairs, especially related to previous real estate, financing corporate and strategic matters, as well as regarding REIT-specific governance and tax issues. Due to Stinson's institutional knowledge, and familiarity with the Debtor's business, the Debtor believes it would be most efficient and cost-effective for Stinson to continue to assist the Debtor in connection with the various existing amended and restated credit facilities and other potential financing and replacement financings related to the prepackaged restructuring plan. If the Debtor was required to retain different counsel for this non-bankruptcy legal work, or to utilize the services of Husch Blackwell for these matters, the Debtor would have to expend significant resources and expense in ensuring that such counsel becomes familiar with the Debtor's business affairs.

12. In light of the foregoing, Stinson is both well qualified and uniquely able to represent the Debtor as special counsel pursuant to section 327(e) of the Bankruptcy Code, and

Stinson's retention is in the best interest of the Debtor's estate, creditors, and other parties in interest.

B. Services to Be Provided

13. Subject to further order of the Court, the Debtor requests the retention and employment of Stinson to provide the following legal services:

a. continuing to represent the Debtor in connection with real estate, financing, corporate and strategic matters or acquisitions that may arise during this Chapter 11 Case with respect to which Stinson's historic representation of the Debtor will provide efficiency;

b. providing assistance with respect to the various existing amended and restated credit facilities and other potential financing and replacement financing related to the prepackaged restructuring plan;

c. due to Stinson's historic representation of the Debtor, continuing to represent the Debtor in respect of REIT-specific governance and tax issues; and

d. providing legal advice and services on any matter on which Husch Blackwell may have a conflict or as needed based on specialization.

14. Subject to approval of this Application, Stinson has informed the Debtor that it is willing to serve as the Debtor's special counsel and to perform services, to the extent required, described above. Stinson will also perform such other legal services as required or otherwise in the interest of the Debtor in connection with this chapter 11 case where Husch Blackwell is unable to represent the Debtor due to a conflict of interest.

C. No Duplication of Services

15. Stinson shall use reasonable efforts and will coordinate with the Debtor and other retained professionals, including Husch Blackwell, not to duplicate any of the services provided to the Debtor by any of its other retained professionals.

D. No Adverse Interest, Disinterestedness, and Disclosure of Connections

16. To the best of Debtor's knowledge, information, and belief, other than as set forth in Declaration of Nicholas J. Zluticky (the "Zluticky Declaration"), a partner at Stinson, attached hereto as Exhibit A and incorporated herein by reference, Stinson does not represent or hold any interest adverse to the Debtor or to the estate with respect to the matters on which Stinson is to be employed, as required by section 327(e) of the Bankruptcy Code.

17. Stinson will periodically make efforts during the pendency of this Chapter 11 Case to ensure that no conflicts or other disqualifying circumstances exist or have arisen. If any new material facts or relationships are discovered or arise, Stinson will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

E. Terms of Retention

18. The Debtor understands and has agreed that Stinson will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement Filed Under U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "U.S. Trustee Guidelines") and any further orders of the Court related to professional services performed and expenses incurred after the Petition Date. Stinson intends to charge for professional services on an hourly basis. Stinson will maintain detailed, contemporaneous records of time recorded by its professionals and any actual and necessary expenses incurred in connection with the legal services described above by category and nature of the services provided.

19. Stinson's fee arrangement for this matter does not vary from Stinson's standard billing arrangements for matters it bills on an hourly basis.

20. The current hourly billing rates for Stinson professionals expected to spend significant time on this engagement range from $505.00 to $750.00 for partners, $340.00 to $380.00 for associates, and $225.00 to $285.00 for paralegals. Stinson adjusts its rates on an annual basis in the ordinary course. Should Stinson's hourly rates change during the course of this Chapter 11 Case, Stinson will file an appropriate statement to that effect.

21. The following Stinson professionals are currently expected to be primarily responsible for providing professional services to the Debtor. Their respective rates for this matter are set forth in the table below:

NAME	LOCATION	POSITION	HOURLY BILLING RATE IN EFFECT AS OF THE PETITION DATE
James Swenson	Kansas City, MO	Partner	$750.00
Mark Ovington	Kansas City, MO	Partner	$690.00
Scott Gootee	Kansas City, MO	Partner	$590.00
Nicholas Zluticky	Kansas City, MO	Partner	$590.00
Asma Ali	Kansas City, MO	Associate	$380.00
Andrew Arbuckle	Kansas City, MO	Associate	$340.00
Hunter Kruse	Kansas City, MO	Associate	$340.00
MacKenzie Stewart	Kansas City, MO	Paralegal	$285.00
Patty Mart	Kansas City, MO	Paralegal	$225.00

22. As set forth in the Zluticky Declaration, Stinson has provided, and agrees to continue to provide, assistance to the Debtor in accordance with this Application and any order the Court may enter.

23. Stinson has agreed not to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and

Bankruptcy Rule 2016(b) in respect of sharing of compensation among Stinson's partners. As of the Petition Date, the Debtor did not owe Stinson any amounts.

F. Basis for Relief

24. The Debtor seeks retention of Stinson as special counsel under section 327(e) of the Bankruptcy Code, which provides that a debtor, subject to the Court's approval:

> [M]ay employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

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

> [S]pecific facts showing the necessity 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(a).

26. The Debtor also seeks retention of Stinson as special conflicts counsel pursuant to sections and 328(a) of the Bankruptcy Code, which provides:

> [E]mploy or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

27. The Debtor submits that, for all reasons stated above and in the Zluticky Declaration, the retention and employment of Stinson as special counsel and special conflicts

counsel to the Debtor on the terms set forth above is necessary and in the best interests of the Debtor's estate. As set forth in the Zluticky Declaration, Stinson has represented the Debtor in many matters over the course of years and has in-depth knowledge of certain of the Debtor's business, assets, and liabilities. The services to be provided by Stinson will not overlap with, but rather will complement, the services to be provided by the Debtor's general bankruptcy counsel, Husch Blackwell. Stinson has also represented to the Debtor that it neither holds nor represents any interest that is materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

28. A copy of the proposed order approving this Application is attached as Exhibit B.

NOTICE

29. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for the Western District of Missouri; (b) the Office of the United States Attorney for the Western District of Missouri; (c) each of the parties included on the Debtor's list of twenty largest unsecured creditors; (d) the Internal Revenue Service; (e) the U.S. Securities and Exchange Commission; (f) Faegre Drinker, Biddle & Reath, LLP as counsel to the Ad Hoc Noteholder Group; (g) the Trustee; (h) the Banks; (i) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (j) all parties entitled to notice under Local Rule 2002-1. The Debtor respectfully submits that such notice is sufficient, and no further notice of this Motion is required under the circumstances.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an Order, substantially in the form attached as Exhibit B, granting the relief requested in the Application and such additional relief as is just and proper.

Dated: February 25, 2024

Respectfully Submitted,

/s/ Mark T. Benedict

Mark T. Benedict (Mo. #44621)
John J. Cruciani (Mo. #43073)
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Mark.Benedict@huschblackwell.com
John.Cruciani@huschblackwell.com
(816) 983-8000; fax (816) 983-8080

Proposed Attorneys for the Debtor and Debtor-in-Possession

Exhibit A

Declaration

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In re:	)	
	)	Case No. 24-40236-can11
CORENERGY INFRASTRUCTURE TRUST, INC.,[1]	)	Chapter 11
	)	
Debtor.	)	

DECLARATION OF NICHOLAS J. ZLUTICKY IN SUPPORT OF APPLICATION FOR EMPLOYMENT OF STINSON LLP AS SPECIAL COUNSEL AND SPECIAL CONFLICTS COUNSEL FOR THE DEBTOR CORENERGY INFRASTRUCTURE TRUST, INC.

Pursuant to 28 U.S.C. § 1746, under penalty of perjury, I, Nicholas J. Zluticky, declare as follows:

1. I am a Partner of Stinson LLP ("Stinson"), located at 1201 Walnut Street, Suite 2900, Kansas City, Missouri, 64106. I am a member in good standing of the Bar of the State of Missouri. I have been admitted to the United States District Court for the Western District of Missouri, among others courts. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the Debtor's *Application for Employment of Stinson LLP as Special Counsel and Special Conflicts Counsel for the Debtor CorEnergy Infrastructure Trust, Inc.* (the "Application"),[2] which seeks authorization of the retention and employment of Stinson as special counsel and special conflicts counsel. Except as otherwise noted, I have personal knowledge of or have relied upon the knowledge of others employed by Stinson with respect to the matters set forth herein and if called as a witness, would testify competently thereto.

[1] Debtor's address is 1100 Walnut, Ste. 3350 Kansas City, MO 64106. The last four digits of Debtor's taxpayer identification number are 1375.
[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

3. To the extent any information disclosed herein requires amendment or modification upon my completion of further review or as additional information becomes available to me, a supplemental declaration will be submitted to the Court.

QUALIFICATIONS

4. Stinson maintains an excellent reputation, and has vast experience in the corporate, real estate, REIT, and restructuring fields. Stinson regularly represents debtors and major creditors or other significant parties in cases in this District.

5. In addition, the Debtor has employed Stinson on matters involving real estate, financing, securities, corporate and strategic matters.

TERMS OF RETENTION

6. Stinson intends to apply for compensation for professional services rendered and reimbursed of expenses incurred in connection with this Chapter 11 Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement Filed Under U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "U.S. Trustee Guidelines"), and any further orders of the Court related to professional services performed and incurred after the Petition Date. Stinson intends to charge for professional services on an hourly basis. Stinson will maintain detailed, contemporaneous records of time recorded by its professionals and any actual and necessary expenses incurred in connection with the legal services described above by category and nature of the services provided.

7. Stinson's fee arrangement for this matter does not vary from, or constitute an alternative to, Stinson's standard billing arrangements for matters it bills on an hourly basis.

8. The current hourly billing rates for Stinson professionals expected to spend significant time on this engagement range from $505.00 to $750.00 for partners, $340.00 to $380.00 for associates, and $225.00 to $285.00 for paralegals. Stinson adjusts its rates on an annual basis in the ordinary course. Should Stinson's hourly rates change during the course of this Chapter 11 Case, Stinson will file an appropriate statement to that effect.

9. Stinson has provided, and agrees to continue to provide, legal counsel to the Debtor in this Chapter 11 Case as set forth in the Application.

10. As of the Petition Date, the Debtor did not owe Stinson any amounts. Stinson has agreed not to share compensation received in connection with this case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of sharing of compensation among Stinson's partners.

NO ADVERSE INTEREST, DISINTERESTEDNESS, AND DISCLOSURE OF CONNECTIONS

11. Stinson maintains records for each matter in which it is involved. Additionally, Stinson regularly communicates certain information to its partners when any new matter is undertaken by Stinson, including the identities of the client, any opposing parties, and the subject matter of the representation. These systems and processes assist Stinson in its ongoing efforts to avoid disqualifying conflicts of interest in the representations it accepts.

12. In connection with its proposed retention by the Debtor in this Chapter 11 Case, the Debtor, or its professionals, identified in a list of names of potential parties in interest (the "Potential Parties in Interest"). Those names are listed on Schedule 1 attached hereto.

13. At my direction and under my supervision, employees of Stinson searched the firm's records for its connections to the Potential Parties in Interest to assist in determining whether Stinson had any conflicts or other relationships with these entities that might cause it not

to be disinterested. Based on this search of the records and the results of the information requests, I believe that this Declaration presents all relevant material facts related to Stinson's representations of the Potential Parties in Interest within the last three years. Each Potential party in Interest for which Stinson may have provided legal services within the three years prior to the Petition Date is disclosed on Schedule 2 attached hereto.[3]

14. Stinson will periodically make efforts during the pendency of this Chapter 11 Case to ensure that no conflicts or other disqualifying circumstances exist or have arisen. If any new material facts or relationships are discovered or arise, Stinson will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

15. To the best of my knowledge, and solely based upon information provided to me by the Debtor, neither Stinson nor any Stinson professional has any interest that is materially adverse to the Debtor or to the estate with respect to any matter upon which Stinson is to be employed in this Chapter 11 Case, as required by section 327(e) of the Bankruptcy Code.

16. Stinson and its personnel have and will continue to have relationships in the ordinary course of business with certain financial institutions, landlords, vendors, professionals, and other parties in interest that may be involved in this Chapter 11 Case. Stinson also may provide professional services to entities or persons that may be creditors or parties in interest in this Chapter 11 Case, which services do not directly relate to, or have any direct connection with, the Debtor or its Chapter 11 Case.

[3] In searching the firm's records, some of the companies whose names were used may have affiliates for which Stinson may have performed unrelated work. Although efforts have been made to disclose Potential Parties in Interest on Schedule 2 where Stinson represented an affiliate of that Party, there may be affiliations of which the firm is unaware or which are not reflected in the firm's records and are, therefore, not disclosed.

Certain Potential Parties in Interest may be involved in unrelated matters in which Stinson represents another party (*e.g.*, a defendant or co-defendant in unrelated litigation) or pays or paid fees on behalf of clients of Stinson. Such Potential Parties in Interest are not included on Schedule 2 solely by virtue of such a relationship.

17. Stinson and its professionals in their individual capacities regularly utilize the services of law firms, accounting firms, and financial advisors. Such firms engaged by Stinson or its professionals may appear in this Chapter 11 Case representing the Debtor or other parties in interest. All engagements where such firms represent Stinson or any of its professionals in their individual capacities are unrelated to this Chapter 11 Case.

18. From time to time, Stinson and its professionals personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (collectively, the "Investment Funds"), through which such Stinson professionals indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliates, without the Stinson professional's knowledge. Individually, Stinson professionals do not manage, or otherwise control, such Investment Funds, and have no influence over the Investment Funds' decisions to buy, sell, or vote any particular security. The Investment Funds generally are operated as blind pools, such that when a Stinson professional makes an investment in an Investment Fund, he or she has no knowledge of or control over which securities the blind pool will purchase or sell.

19. Certain insurance companies in their capacity as insurance providers to our clients pay such client's legal bills. Some of these insurance companies may be involved in this Chapter 11 Case. None of these insurance companies, however, are Stinson clients solely as a result of the fact that they pay legal fees on behalf of a Stinson client.

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

Executed on: February 25, 2024

Respectfully Submitted,

/s/ Nicholas J. Zluticky
Nicholas J. Zluticky

Schedule 1

Potential Parties in Interest

Debtors and Affiliates
Cardinal Pipeline, L.P.
CorEnergy GP, LLC
CorEnergy Infrastructure Trust, Inc.
CorEnergy Operating Partnership, LP
CorEnergy Pipeline Company, LLC
Corridor Bison, LLC
Corridor Infrastrust Management, LLC
Corridor Leeds Path West, Inc.
Corridor MoGas, LLC
Crimson California Pipeline, L.P.
Crimson Midstream Holdings, LLC
Crimson Midstream I Corporation
Crimson Midstream Operating, LLC
Crimson Midstream Services, LLC
Crimson Pipeline, LLC
Four Wood Corridor, LLC
Grand Isle Corridor, LP
Grand Isle GP, Inc.
LCP Oregon Holdings, LLC
MoGas Debt Holdco LLC
Pinedale Corridor, LP
Pinedale GP, Inc.
Pinedale LP I, LLC
San Pablo Bay Pipeline Company LLC

Officers and Directors
Arkan Haile
Catherine A. Lewis
Chris Reitz
Christopher M. Huffman
Conrad S. Ciccotello
David J. Schulte
Jeff Teevan
John D. Grier
Robert L. Waldron
Sean DeGon
Todd Banks

Bondholders
Acasta Global Master Fund
ADK Capital
Apex Clearing Corporation
BMO Nesbitt Burns Inc./CDS**
Canary SC Master Fund, L.P.
Charles Schwab & Co., Inc.
Corre Opportunities Qualified Master Fund, LP
Crescent 1, L.P.
CRS Master Fund, L.P.
Cyrus 1740 Master Fund, L.P.
Cyrus Opportunities Master Fund II, Ltd.
Cyrus Select Opportunities Master Fund, Ltd.
Goldman Sachs & Co. LLC
J.H. Lane Partners Master Fund, LP
J.P. Morgan Securities LLC/JPMC
JPMorgan Chase Bank, National Association
Keyframe 1740 Fund, L.P.
Keyframe 3523 Fund, L.P.
Keyframe Eos Fund, L.P.
Keyframe Fund I, L.P.
Keyframe Fund II, L.P.
Keyframe Fund III, L.P.
Keyframe Fund IV, L.P.
KF Vermillion Fund, L.P.
Kore Advisors LP, on behalf of its managed funds and entities
LPL Financial LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated/8862 MLPF&S TS SUB
Morgan Stanley Smith Barney LLC
National Financial Services LLC
Pershing LLC
Raymond James & Associates, Inc.
RBC Capital Markets, LLC
Stifel, Nicolaus & Company, Incorporated {disregard}
The Bank of New York Mellon
U.S. Bank National Association, as Trustee
Vanguard Marketing Corporation

Executory Contract Holders
ADP
Alliant Insurance Services, Inc.
Aqua Co
Arch Insurance Company
Axis Insurance Company
Barbara Reese
Bloomberg Finance LP
Bowood Capital Advisors
Brownstein Hyatt Farber Schreck, LLP
Chris Huffman
Chris Reitz
Cigna Dental
Cigna Healthcare
Compensation Advisory Partners
Computershare, Inc.
Darrow Associates
David Schulte
DirectorsDesk

Equisolve, Inc.
Ernst & Young
E-Trade
Hagen & Partners
Ironshore Specialty Insurance Company
IssuerDirect
Jason Whitaker
Jeff Teeven
John Greir
Kim Warren
KPMG
Lewis, Ringleman & Fanyo
Mariner Wealth Advisors
Markel International Ins Co Ltd.
Mitsubishi
Mutual of Omaha
New York Stock Exchange, Inc.
Omega Pipeline Company
Perella Weinberg Partners LP
Platypus Studios
Richard C. Kreul
Ring Central
Sean DeGon
Spire Midstream LLC
Steven Roepke
Stifel, Nicolaus & Co., Inc. {disregard}
Teneo Capital LLC
Town Pavillion Holding, LLC
Voya Financial
Whitney George
Workiva
XL Specialty Insurance Company

Stockholders of Record, Preferred and Common
Ameriprise Financial Services LLC
Apex Clearing Corporation
BMO Nesbitt Burns, Inc.
BNY Mellon
BOFA Securities, Inc.
Brown Brothers Harriman & Co.
Cetera Investment Services, LLC
Charles Schwab & Co., Inc.
CIBC World Markets, Inc.
CitiBank NA
Clearpoint Federal Bank & Trust
Credential Qtrade Securities, Inc.
D.A. Davidson & Co.
Desjardins Securities, Inc.
Drivewealth LLC
Edward Jones
FIS Wealth Outsourcing Solutions
Goldman Sachs & Co., LLC
Hilltop Securities, Inc.
HSBC
J.P. Morgan Securities LLC
Kingdom Trust Company
LPL Financial
Merrill Lynch
Morgan Stanley
National Bank Financial
National Financial Services, LLC
Oppenheimer & Co., Inc.
Pershing LLC
Phillip Capital, Inc.
Questrade Inc.
Raymond James & Associates, Inc.
Raymond James Trust, Co.
RBC Dominion Securities, Inc.
RBC Wealth Management
Regions Bank
Regions Trust
Robert W. Baird & Co., Inc.
Scotia Capital, Inc.
SG Americas Securities, LLC
Stifel, Nicolaus & Co., Inc. {disregard}
TD Ameritrade Clearing, Inc.
TD Waterhouse
Tradestation Securities, Inc.
Tradeup Securities, Inc.
U.S. Bancorp Investments
U.S. Bank
UBS Financial Services, Inc.
UBS Securities LLC
Vanguard Brokerage Services
Velox Clearing
Vision Financial Markets, LLC
Wedbush Securities, Inc.
Wells Fargo Clearing Services
Wells Fargo Securities

U.S. Trustee Staff
Adam Miller
Chris Borniger
Dao Pham
Kathryn Strauss
Murie Sheafer
Patricia J. Stanley
Sherri L. Wattenbarger
Tammy Hydeman
Tavia Shreefer

Bankruptcy Judges
Chief Judge Brian T. Fenimore
Judge Cynthia A. Norton

Schedule 2

Disclosures

Alliant Bank
Bank of New York Mellon, The
BOFA Securities, Inc.
CIBC Bank USA
Cigna Healthcare
Edward Jones Trust Company
Ernst & Young
Goldman Sachs
Hilltop Banchsares, Inc.
JP Morgan Securities LLC
JP Morgan Chase Bank
KF Assets Holding, LP
LPL Financial
Markel International Insurance Company Limited
Mariner Wealth Advisors
Morgan Stanley
Mutual of Omaha Insurance Company
Pershing LLC
Raymond James & Associates, Inc.
Stifel Financial Corporation
TD Bank, N.A.
U.S. Bank National Association
Vanguard Group
Wells Fargo Securities

Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In re:	)	
	)	Case No. 24-40236-can11
CORENERGY INFRASTRUCTURE TRUST, INC.,[1]	)	Chapter 11
	)	
Debtor.	)	

ORDER GRANTING APPLICATION FOR EMPLOYMENT OF STINSON LLP AS SPECIAL COUNSEL AND SPECIAL CONFLICTS COUNSEL FOR THE DEBTOR

This matter comes before the Court by Debtor and Debtor-in-Possessions (the "Debtor") through its *Application for Employment of Stinson LLP as Special Counsel and Special Conflicts Counsel for the Debtor CorEnergy Infrastructure Trust, Inc.* (the "Application")[2] and the *Declaration of Nicholas J. Zluticky in Support of the Application for Employment of Stinson LLP as Special Counsel and Special Conflicts Counsel for the Debtor* (the "Zluticky Declaration") effective as of the Petition Date, the Court having found that: (a) this Court has jurisdiction to consider the Application and the relief requested therein under 28 U.S.C. §§ 157 and 1334; (b) venue is property before this Court under 28 U.S.C. §§ 1408 and 1409; (c) notice of the Application was properly provided; (d) Stinson LLP ("Stinson") is "disinterested" as such term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code, and as required under Section 327(a) of the Bankruptcy Code, and that Stinson represents no interest adverse to the Debtor's estate; and (e) good cause exists to grant the relief requested in the Application. The Court, being fully advised in the premises and having determined that the legal and factual basis set forth in the Application establishes just

[1] Debtor's address is 1100 Walnut, Ste. 3350 Kansas City, MO 64106. The last four digits of Debtor's taxpayer identification number are 1375.
[2] Capitalized terms used but not defined herein have meanings given to them in the Application.

cause for the relief granted herein, is of the opinion that the Application should be granted. Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is granted as set forth herein.

2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtor is authorized, under section 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rule 2016-3, to employ and retain Stinson as their special counsel and special conflicts counsel on the terms and conditions set forth in the Application and the Zluticky Declaration, effective as of the Petition Date.

4. Stinson is authorized to render the following professional services:

   a. continuing to represent the Debtor in connection with real estate, financing, corporate and strategic matters or acquisitions that may arise during this Chapter 11 Case with respect to which Stinson's historic representation of the Debtor will provide efficiency;

   b. providing assistance with respect to the various existing amended and restated credit facilities and other potential financing and replacement financing related to the prepackaged restructuring plan;

   c. due to Stinson's historic representation of the Debtor, continuing to represent the Debtor in respect of REIT-specific governance and tax issues; and

   d. providing legal advice and services on any matter on which Husch Blackwell may have a conflict or as needed based on specialization.

5. Stinson shall serve as the Debtor's special counsel and to perform services, to the extent required, described above. Stinson will also perform such other legal services as required or otherwise in the interest of the Debtor in connection with this chapter 11 case where Husch Blackwell is unable to represent the Debtor due to a conflict of interest.

6. Stinson shall use reasonable efforts and will coordinate with the Debtor and other retained professionals, including Husch Blackwell, not to duplicate any of the services provided to the Debtor by any of its other retained professionals.

7. Stinson shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Stinson shall make reasonable efforts to comply with the U.S. Trustee's request for information and additional disclosures as set forth in the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement Filed Under U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "U.S. Trustee Guidelines"), in connection with the Application and any interim and/or final fee application(s) to be filed by Stinson in this Chapter 11 Case.

8. Stinson shall be reimbursed for reasonable and necessary expenses as provided by the U.S. Trustee Guidelines.

9. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

IT IS SO ORDERED.

Date

United States Bankruptcy Judge

Submitted by:

HUSCH BLACKWELL LLP

Mark T. Benedict (Mo. #44621)
John J. Cruciani (Mo. #43073)
4801 Main Street, Suite 1000\
Kansas City, Missouri 64112
Mark.Benedict@huschblackwell.com
John.Cruciani@huschblackwell.com
(816) 983-8000; fax (816) 983-8080

Proposed Attorneys for the
Debtor and Debtor-in-Possession