

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re Green Field Energy Services, Inc. et al.  
Debtor

Case No. 13-12783 (KG)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Yes	
<b>Certificates of Insurance:</b>	Yes	
Workers Compensation	X	
Property	X	
General Liability	X	
Vehicle	X	
Other:	X	
Identify areas of self-insurance w/liability caps		
<b>Evidence of Debtor in Possession Bank Accounts</b>	Yes	
Tax Escrow Account	X	
General Operating Account	X	
Money Market Account pursuant to Local Rule 4001-3. Refer to <a href="http://www.deb.uscourts.gov/">http://www.deb.uscourts.gov/</a>	X	
Other:	X	
<b>Retainers Paid (Form IR-2)</b>	Yes	

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Debtor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Date

Earl J. Blackwell  
Signature of Authorized Individual\*

11/11/2013  
Date

Earl J. Blackwell  
Printed Name of Authorized Individual

CEO  
Title of Authorized Individual

\*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

# DIP BUDGET

**GREEN FIELD ENERGY SERVICES, INC**  
13 Week Cash Flow Projections

**Exhibit A**

Week	10/28/13	11/03/13	11/10/13	11/17/13	11/24/13	11/31/13	12/07/13	12/14/13	12/21/13	12/28/13	01/04/14	01/11/14	01/18/14	01/25/14	Total
	October	November	November	November	November	November	December	December	December	December	January	January	January	January	
Beginning Cash Balance	200,000	2,925,964	2,339,374	1,015,707	441,123	2,844,318	2,474,844	1,492,716	1,064,272	4,822,893	3,631,490	3,090,576	2,516,546	2,100,000	6,899,341
Reserved Cash	200,000	2,925,964	2,339,374	1,015,707	441,123	2,844,318	2,474,844	1,492,716	1,064,272	4,822,893	3,631,490	3,090,576	2,516,546	2,100,000	6,899,341
DIP Beginning Cash Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cash Receipts:</b>															
Collections from customers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Receipts</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cash Disbursements:</b>															
Employee, Payroll, Benefits and Other	2,852,119	14,000	944,021	10,000	823,311	16,000	608,098	10,000	608,098	10,000	614,098	10,000	10,000	10,000	6,899,341
Fuel Storage Repair and Maintenance	25,000	180,000	10,000	10,000	25,000	10,000	10,000	10,000	10,000	25,000	10,000	10,000	10,000	10,000	355,000
Wells Service Products and Other	174,067	174,067	174,067	174,067	174,067	168,452	168,452	168,452	168,452	168,452	168,452	168,452	168,452	168,452	2,217,946
Rents, Utilities, Insurance, W/C and Taxes	5,874,476	139,444	146,500	36,438	364,531	106,944	126,500	20,913	127,417	364,531	95,127	126,500	126,500	126,500	7,915,341
Vehicle Financing, DIP and OID	819,295	-	-	-	841,818	-	-	-	258,333	254,341	-	-	-	-	2,183,788
90 Day Interest Escrow	500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000
Other and OCP Fees	1,319,079	69,079	69,079	144,079	69,079	69,079	69,079	219,079	89,079	69,079	69,079	69,079	219,079	2,523,028	
Restructure Professionals Fees	700,000	-	-	200,000	500,000	-	-	-	-	300,000	-	1,440,000	-	-	3,140,000
US Trustee Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,000
<b>Total Cash Disbursements</b>	12,774,036	586,590	1,323,667	574,584	2,595,805	169,474	982,128	428,444	1,441,379	1,191,403	956,735	1,824,091	1,405,947	1,405,947	35,755,242
<b>Ending Cash Balance</b>	2,925,964	2,339,374	1,015,707	441,123	2,844,318	2,474,844	1,492,716	1,064,272	4,822,893	3,631,490	3,090,576	2,516,546	2,100,000	2,100,000	2,100,000
DIP Balance	-	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000
DIP Draw	15,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Total	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	25,000,000	25,000,000	25,000,000	25,000,000	25,000,000

NOTE: This 13 week cash flow projection does not include amounts related to any potential/KEIP

Restructure Professionals Fee	Name	Nov-13	Dec-13	Jan-14
Debtor Counsel	Latham & Watkins LLP	1,000,000	750,000	750,000
Debtor Restructuring Advisor	Alvarez & Marsal	250,000	400,000	250,000
Debtor Delaware Counsel	Young Conaway Stargatt & Taylor, LLP	125,000	125,000	125,000
Debtor Investment Bank	Carl Marks & Co. Inc.	175,000	85,000	85,000
Debtor Claims Agent	Prime Clerk	50,000	50,000	50,000
Unsecured Creditor Counsel - EA	TSD	200,000	200,000	200,000
Ad Hoc Bondholders Professionals	Greenberg Traurig LLP	650,000	450,000	250,000 *
DIP Lender Counsel	Reed Smith	50,000	50,000	50,000 *
DIP Agent Administration Fee	GB Credit Partners / ICON Capital Corp.	25,000	25,000	25,000
New Accrual		2,725,000	2,135,000	1,785,000

\* No amount included for Financial Advisor

# CERTIFICATES OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landry Harris & Co., LLC P.O. Box 2456 600 Jefferson St., Suite 200 Lafayette LA 70502-2456	CONTACT NAME: Neely Saunier	
	PHONE (A/C. No. Ext.): (337) 266-2150      FAX (A/C. No.): (337) 266-2151 E-MAIL ADDRESS: neely.saunier@lh-co.com	
INSURED Green Field Energy Services, Inc. Hub City Industries, LLC; Hub City Tools, Inc.  P. O. Box 2728 Lafayette LA 70502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance	16535
	INSURER B: American Guarantee and	26247
	INSURER C: Lloyd's of London	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 2013-2014      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO 4391242-04	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 4391243-04	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			AUC-9487363-02	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	DED      RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 4391241-04	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Description of Operations:						
C	Maritime Employers Liab.			MEL102213	9/30/2013	9/30/2014	Any One Accident or Illness \$1,000,000
C	Contractor's Pollution			B0507A13EL01150	7/1/2013	7/1/2014	Each Claim/Accident \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Blanket Waiver of Subrogation provided with respects to the Worker's Compensation, General Liability & Business Auto Policies to the extent required by written contract. Blanket Additional Insured provided with respects to the General Liability & Business Auto Policies to the extent required by written contract. Primary & Non Contributory End provided to the extent required by written contract. Please see attached addendum for additional endorsement applicable to the policies indicated on this certificate.

CERTIFICATE HOLDER  Office of the United States Trustee 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801-0035	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  F Harris, III/NGS

### COMMENTS/REMARKS

NOTE: This certificate is issued as a matter of information only & confers no right upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies described herein. This is to certify that the policies of insurance listed herein have been issued to the insured named herein & are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, conditions, & exclusions of such policies.

**Workers Compensation Includes:**

Blanket Waiver of Subrogation to the extent required by written contract, Voluntary Compensation, USL&H, Gulf of Mexico Extension, Alternate Employer, Outer Continental Shelf Lands Act, Maritime Coverage Endorsement

**General Liability Includes:**

Blanket Additional Insured (including Products & Completed Operations), Blanket Waiver of Subrogation & Contractual Liability to the extent required by written contract, In Rem, Action Over Indemnity, Gulf of Mexico Extension, Time Element Limited Pollution Liability.

**Business Auto Includes:**

Blanket Additional Insured & Blanket Waiver of Subrogation to the extent required by written contract, MCS 90 Endorsement

**Umbrella Includes:**

Blanket Additional Insured & Blanket Waiver of Subrogation to the extent required by written contract. Follow Form - General Liability, Business Auto, Worker's Compensation & Maritime policies

**Maritime Includes:**

Blanket Waiver of Subrogation to the extent required by written contract, Alternate Employer, TWM&C, Death on High Seas, Gulf of Mexico Ext., Jones Act, Outer Continental Shelf Lands Act, In REM. (Captain & Crew Excluded)

**Pollution Includes:**

Blanket Additional Insured & Blanket Waiver of Subrogation to the extent required by written contract.

# CASH MANAGEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

----- X  
In re: : Chapter 11  
: :  
GREEN FIELD ENERGY SERVICES, INC., et : Case No. 13-12783 (KG)  
al., : :  
: Jointly Administered  
Debtors.<sup>1</sup> : :  
----- X Re: Docket No. 5

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a),  
345, 363 AND 364, FED. R. BANKR. P. 6003, AND DEL. BANKR. L.R. 2015-2  
(I) AUTHORIZING CONTINUED USE OF EXISTING CASH MANAGEMENT  
SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS  
AND BUSINESS FORMS, (II) AUTHORIZING CONTINUATION OF EXISTING  
INVESTMENT AND DEPOSIT PRACTICES AND (III) AUTHORIZING  
CONTINUATION OF INTERCOMPANY TRANSACTIONS**

Upon the motion (the "**Motion**")<sup>2</sup> of the Debtors for an order, pursuant to Bankruptcy Code Sections 105(a), 345, 363 and 364, Bankruptcy Rule 6003 and Local Rule 2015-2, (i) authorizing, but not directing, the Debtors to continue to maintain and use their existing cash management system, including maintenance of the Debtors' existing bank accounts, checks and business forms; (ii) granting the Debtors a waiver of certain bank account and related requirements of the Office of the United States Trustee to the extent that such requirements are inconsistent with (a) the Debtors' existing practices under the cash management system or (b) any action taken by the Debtors in accordance with any order granting this Motion or any other order entered in the Debtors' Chapter 11 Cases; (iii) authorizing, but not directing, the Debtors to continue to maintain and use their existing investment and deposit practices notwithstanding the

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax or organizational identification number, are: Green Field Energy Services, Inc. (2539); Hub City Tools, Inc. (2827); and Proppant One, Inc. (6035). The above-captioned Debtors' mailing address is 4023 Ambassador Caffery Parkway, Suite #200, Lafayette, LA 70503.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



provisions of Bankruptcy Code Section 345(b), and (iv) authorizing, but not directing, the Debtors to continue certain ordinary course intercompany transactions; and the Court having reviewed the Motion and the Blackwell Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. The Debtors are authorized to continue to use their existing Cash Management System and shall maintain through the use thereof detailed records reflecting all transfers of funds under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as modified by this Order. In connection with the ongoing utilization of the Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced and recorded properly.
3. The Debtors are authorized to (a) designate, maintain and continue to use any and all of their respective operating, disbursement, depository and other accounts

(collectively, the "**Bank Accounts**") in existence as of the Petition Date, with the same account numbers, styles and document forms as are currently employed, including but not limited to the accounts identified in the attachments to the Motion, (b) if necessary, open new accounts wherever they are needed; provided, however, that in the event that the Debtors open or close any additional bank accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the Office of the United States Trustee for the District of Delaware and counsel to any official committee of unsecured creditors appointed in these cases (subsequent to its appointment) within fifteen (15) days, provided, further, however, that the Debtors shall open such new bank account(s) at banks that have executed a uniform depository agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement, (c) deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, electronic fund transfers, or other items presented, issued or drawn on the Bank Accounts, (d) pay ordinary course bank fees in connection with the Bank Accounts, including any fees arising prior to the Petition Date, (e) perform their obligations under the documents and agreements governing the Bank Accounts, and (f) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors in possession; provided, however, that the Debtors may open new Bank Accounts only with Banks that agree to be bound by the terms of this Order and, in particular, the Cash Management System. The Debtors are further authorized to close Bank Accounts in the ordinary course of business.

4. Pursuant to Local Rule 2015-2(a), the Debtors are authorized to continue to use their existing checks and business forms without alteration or change and without the designation "Debtor-in-Possession" or a "debtor-in-possession case number" imprinted upon

them, provided, however, any new check stock used by the Debtors shall contain the designation "Debtor in Possession." To the extent the Debtors open or close Bank Accounts, they shall provide prompt notice to the United States Trustee and any and any statutory committee appointed in these Chapter 11 Cases.

5. *Nunc pro tunc* to the Petition Date, and subject to the terms of this Order, all Banks at which the Bank Accounts are maintained are authorized and directed to continue to administer, service and maintain the Bank Accounts as such accounts were administered, serviced and maintained prepetition, without interruption and in the ordinary course (including making deductions for bank fees), and to honor any and all checks, wire transfers, ACH transfers, electronic funds transfers or other items presented, issued or drawn on the Bank Accounts; provided, however, that except as otherwise provided in this Order or in a separate order of the Court, the Banks shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date.

6. Each Bank that maintains a disbursement account shall implement reasonable handling procedures designed to effectuate the terms of this Order. No Bank that implements such handling procedures and then honors a prepetition check, wire transfer, ACH transfer, electronic funds transfer or other item drawn on any account that is the subject of this Order (a) at the direction of the Debtors, (b) in the good-faith belief that the Court has authorized such prepetition check, wire transfer, ACH transfer, electronic funds transfer or other item to be honored, or (c) as a result of a good faith error made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Order.

7. Subject to the provisions of this Order, the Banks are authorized to honor all representations from the Debtors as to which checks, wire transfers, ACH transfers, electronic funds transfers or other items should be honored or dishonored.

8. The Debtors are authorized to implement such reasonable changes to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the Bank Accounts or opening any additional Bank Accounts following the Petition Date (the "New Accounts"), wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, any New Account that the Debtors open will be (a) with a bank that is organized under the laws of the United States of America or any state therein, and that is insured by the FDIC or the Federal Savings and Loan Insurance Corporation and (b) designated a "Debtor in Possession" account by the relevant bank. The New Accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations and relief granted in this Order. The Debtors shall provide the United States Trustee with prompt notice of any New Accounts that are opened. The Banks are authorized to honor the Debtors' requests to open or close (as the case may be) any Bank Account(s) provided, however, in the event that the Debtors open or close any additional bank accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the Office of the United States Trustee for the District of Delaware and counsel to any official committee of unsecured creditors appointed in these cases (subsequent to its appointment) within fifteen (15) days, provided, further, however, that the Debtors shall open such new bank account(s) at banks that have executed a uniform depository agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

9. For Banks at which the Debtors hold accounts that are party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, within fifteen (15) days from the date of entry of this Order the Debtors shall (a) contact each Bank, (b) provide the Bank with each of the Debtors' employer identification numbers, and (c) identify each of their accounts held at such Banks as being held by a debtor in possession.

10. For Banks that are not party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the bank to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days of the date of entry of this Order.

11. The United States Trustee's requirement that all existing Bank Accounts be closed and new "Debtor In Possession" accounts opened is hereby waived to the extent that such requirements are inconsistent with (a) the Debtors' existing practices under the Cash Management System or (b) any action taken by the Debtors in accordance with this Order or any other order entered in these chapter 11 cases.

12. The Debtors are authorized to deposit and invest funds in accordance with their established deposit and investment practices in effect as of the commencement of these Chapter 11 cases and, to the extent such deposit practices are not consistent with the requirements of Bankruptcy Code Section 345(b) or the United States Trustee Operating Guidelines for Chapter 11 Cases, such requirements are waived, the Debtors are granted an initial 60-day extension from the Petition Date to: (a) comply with the requirements of Section 345 of the Bankruptcy Code or Local Rule 4001-3; (b) file a motion seeking authority to deviate from such requirements; or (c) file a motion seeking a further extension.

13. The Debtors are authorized to continue to engage in Intercompany Transactions necessary to execute the Cash Management System and manage the day-to-day operations of their business, and the Debtors shall continue to maintain records with respect to all transfers of cash (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced and recorded properly on applicable intercompany accounts and distinguished between prepetition and post-petition transactions and shall make such records available to the Office of the United States Trustee for the District of Delaware upon request.

14. Notwithstanding the relief granted herein, no action by any Debtor is permitted to the extent that it would be inconsistent with or prohibited by any financing or cash collateral order entered by this Court or any agreements approved thereby and no payment shall be made by the Debtors unless (a) such payment is permitted by the budget then in effect under the financing or cash collateral order entered by this Court and (b) the financing or cash collateral order is in effect and has not been terminated in accordance with its terms.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Bankruptcy Rule 6003(b) has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors.

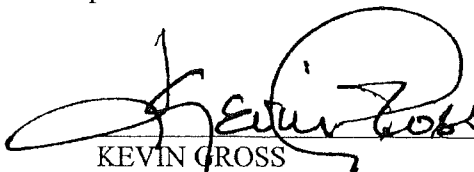
17. Nothing contained in this Order shall create or alter the priority or status of any security interest in favor of any Bank in any way that would be inconsistent with, or prohibited by, any cash collateral and/or postpetition financing order entered by this Court or any agreements approved thereby.

18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

19. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

20. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: Oct 29, 2013  
Wilmington, Delaware



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KEVIN GROSS  
CHIEF UNITED STATES BANKRUPTCY JUDGE

ATTACHMENT 2

## Schedule of Bank Accounts

Financial Institution	Address	Account Number(s)	Account Holder	Account Type
<b>Active Accounts</b>				
Regions Bank	400 Poydras St., Ste 2200 New Orleans, LA 70130	*****2183	Green Field Energy Services, Inc.	Operating Account
Regions Bank	400 Poydras St., Ste 2200 New Orleans, LA 70130	*****2248	Green Field Energy Services, Inc.	Payroll Account
Regions Bank	400 Poydras St., Ste 2200 New Orleans, LA 70130	*****2388	Green Field Energy Services, Inc.	Benefits Account
JPMorgan Chase Bank	600 Jefferson St, 3rd Floor Lafayette, LA 70501	*****5075	Green Field Energy Services, Inc.	Contract Account
JPMorgan Chase Bank	600 Jefferson St, 3rd Floor Lafayette, LA 70501	*****0595	Green Field Energy Services, Inc.	Collateral Account
<b>Inactive Accounts</b>				
JPMorgan Chase Bank	600 Jefferson St, 3rd Floor Lafayette, LA 70501	****9226	Green Field Energy Services, Inc.	Operating
JPMorgan Chase Bank	600 Jefferson St, 3rd Floor Lafayette, LA 70501	****9234	Green Field Energy Services, Inc.	Payroll
Regions Bank	400 Poydras St., Ste 2200 New Orleans, LA 70130	*****2221	Green Field Energy Services, Inc.	Customer Deposit
Regions Bank	400 Poydras St., Ste 2200 New Orleans, LA 70130	*****2236	Green Field Energy Services, Inc.	Capital Expenditures
JPMorgan Chase Bank	600 Jefferson St, 3rd Floor Lafayette, LA 70501	****3609	Hub City Tools, Inc.	Operating



# RETAINERS PAID (FORM IR-2)

Green Field Energy Services, Inc.  
 Retainer Fees Paid  
 as of 11/11/2013

Vendor ID	Vendor Name	Retainer Paid	Amount Applied to Date	Balance
13989	Alvarez & Marsal North America, LLC	\$ 250,000	\$ 96,896	\$ 153,104
13999	Carl Marks Advisory Group, LLC	185,000	85,000	100,000
13994	Jones Day	400,000	400,000	0
12624	Latham & Watkins	500,000	TBD	TBD *
13991	Prime Clerk LLC	25,000	8,149	16,851
14011	Tudor, Pickering, Holt & Co. Advisors, LLC	125,000	125,000	0
14000	Young Conaway Stargatt & Taylor, LLP	100,000	TBD	TBD
		<u>\$ 1,585,000</u>	<u>\$ 715,045</u>	<u>\$ 269,955</u>

\* Amount applied will be reported on the next Monthly Operating Report (MOR).