

**EXHIBIT A**  
**Proposed Order**



in the best interests of the Debtors' estates; the terms of the Engagement Letter are reasonable terms for the purposes of section 328(a) of the Bankruptcy Code; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore, it is hereby:

1. The Application is granted as modified herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are authorized to employ and retain KPMG as auditor to the Debtors on the terms set forth in the Application and the Engagement Letter, as modified by this Order.
3. The Debtors and Mammoth Energy Services, Inc. ("Mammoth") have agreed that Mammoth will pay KPMG's fees and expenses for this engagement. Accordingly, KPMG does not anticipate that it will submit any fee application in this bankruptcy proceeding. In the event that KPMG applies to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred, it will do so in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and orders of this Court. KPMG has agreed to accept as compensation such sums as may be allowed by the Court and understands that interim and final fee awards are subject to approval by the Court. KPMG shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order and any other applicable orders of this Court.
4. The terms and conditions of the Engagement Letter, as modified by this Order,

are approved.

5. Notwithstanding anything in the Application or the Engagement Letter to the contrary, during the pendency of the Chapter 11 Cases, this Court retains exclusive jurisdiction over all matters arising out of and/or pertaining to KPMG's engagement until such jurisdiction is relinquished.

6. During the pendency of the Chapter 11 Cases, this Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2017  
Wilmington, Delaware

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THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE