

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

PetroQuest Energy, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-12609 (CTG)

(Jointly Administered)

Re: Docket Nos. 167, 273, 295, and 344

NOTICE OF SALE CLOSING

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Court”) on November 13, 2024.

PLEASE TAKE FURTHER NOTICE that, on December 12, 2024, the Court entered an order, as corrected on December 17, 2024 [Docket No. 167] (the “Bidding Procedures Order”),² among other things, approving the Bidding Procedures, which establishes the key dates and times related to the Sale and the Auction.

PLEASE TAKE FURTHER NOTICE that on January 28, 2025, the Debtors filed the *Notice of Successful Bidder and Back-Up Bidder With Respect to the Auction of the Debtors’ Assets* [Docket No. 273] identifying Nexus Energy LLC (or an affiliate thereof, “Nexus”) as the Successful Bidder and AGIS Energy, Inc. (“AGIS”) as the Back-Up Bidder.

PLEASE TAKE FURTHER NOTICE that, on February 3, 2025, the Court entered the *Order (I) Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 293] (the “Sale Order”) approving the Sale.

PLEASE TAKE FURTHER NOTICE that, on March 4, 2025, the Debtors filed the *Notice of Debtors’ (I) Termination of Purchase and Sale Agreement With Nexus Energy LLC and (II) Deeming of Back-Up Bidder as New Successful Bidder* [Docket No. 344] (the “Back-Up

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PetroQuest Energy, Inc. (0714), PetroQuest Energy, L.L.C. (2439), PetroQuest Oil & Gas, L.L.C. (1170), and PQ Holdings LLC, (7576). The location of the Debtors’ corporate headquarters and the Debtors’ service address in these chapter 11 cases is 400 E. Kaliste Saloom Road, Suite 5200, Lafayette, LA 70508.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order and the Sale Order (as defined below), as applicable.

Bidder Notice”), pursuant to which the Debtors provided notice of the Debtors’ termination of the purchase and sale agreement by and between the Debtors and Nexus.

PLEASE TAKE FURTHER NOTICE that the Back-Up Bidder Notice further provides, *inter alia*, that (i) under Paragraph 47 of the Sale Order, AGIS “shall be deemed the new Successful Bidder,” and (ii) “the Debtors may consummate the Sale with [AGIS as] the Back-Up Bidder without further order of the Court.”

PLEASE TAKE FURTHER NOTICE that, attached hereto as **Exhibit 1** is a copy of the Purchase and Sale Agreement between PetroQuest Energy, L.L.C. and AGIS Energy, LLC dated April 3, 2025.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 2** is the list of Assigned Contracts assumed and assigned to AGIS in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that the Sale to AGIS Energy, LLC will close immediately following the filing of this notice on April 11, 2025.

Dated: April 11, 2025
Wilmington, Delaware

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Exhibit 1

PURCHASE AND SALE AGREEMENT

between

PETROQUEST ENERGY, L.L.C.,

as Seller,

and

AGIS ENERGY, LLC,

as Purchaser

Executed April 3, 2025

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APPENDIX

<u>APPENDIX:</u>	<u>DESCRIPTION:</u>
Appendix A	— Defined Terms

EXHIBITS

<u>EXHIBITS:</u>	<u>DESCRIPTION:</u>
Exhibit A-1	— Acquired Leases
Exhibit A-2	— Acquired Overrides
Exhibit A-3	— Acquired Mineral Interests
Exhibit A-4	— Acquired Wells
Exhibit A-5	— Acquired Surface Interests
Exhibit A-6	— Acquired Personal Property
Exhibit B	— Excluded Assets
Exhibit C	— Form of Assignment
Exhibit D	— Form of Mineral Deed
Exhibit E	— Form of Surface Deed
Exhibit F-1	— Form of Purchaser Closing Certificate
Exhibit F-2	— Form of Seller Closing Certificate
Exhibit G	— Form of Non-Foreign Affidavit
Exhibit H	— Form of Transition Services Agreement

SCHEDULES

<u>SCHEDULES:</u>	<u>DESCRIPTION:</u>
Schedule 7.6	— Taxes
Schedule 7.7	— No Conflicts
Schedule 7.8	— Consents
Schedule 7.9	— Preferential Rights
Schedule 7.10	— Tag Rights
Schedule 7.11	— Litigation
Schedule 7.12	— Environmental
Schedule 7.13	— Material Contracts
Schedule 7.14	— Current Commitments
Schedule 7.15	— Imbalances
Schedule 7.16	— Suspense Accounts
Schedule 7.18	— Bonds
Schedule 9.1	— Interim Covenants
Schedule 9.13(b)	— Executory Contracts
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Schedule 9.17	— Employees

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “*Agreement*”), dated April 3, 2025 (the “*Execution Date*”), is made by and between PETROQUEST ENERGY, L.L.C., a Louisiana limited liability company (“*Seller*”), and AGIS ENERGY, LLC, a Louisiana limited liability company (F/K/A AGIS ENERGY, INC.) (“*Purchaser*”). Seller and Purchaser are sometimes referred to herein collectively as the “*Parties*” and each individually as a “*Party*”.

RECITALS

WHEREAS, on November 13, 2024, Seller commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”), styled In re PetroQuest Energy, Inc., et al., Case No. 24-12609 (CTG) (Jointly Administered) (the “*Bankruptcy Case*”);

WHEREAS, Seller owns and desires to sell certain oil and gas interests and other assets and properties in exchange for the cash purchase price and other consideration to be paid by Purchaser to Seller under the terms of, and subject to the conditions in, this Agreement;

WHEREAS, Purchaser desires to purchase such oil and gas interests and other assets and properties under the terms of, and subject to the conditions in, this Agreement;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; and

WHEREAS, Seller’s authority to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINED TERMS; INTERPRETATION

1.1 Defined Terms. Capitalized terms used in this Agreement that are not otherwise defined in this Agreement are defined in Appendix A.

1.2 Interpretation. As used in this Agreement, except as otherwise indicated in this Agreement or as the context may otherwise require:

(a) the words “include”, “includes”, and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import;

(b) the word “or” is not exclusive, and the word “extent” in the phrase “to the extent” means the degree or proportion to which a subject or other thing extends, and such phrase shall not mean simply “if”;

(c) references to an “Article”, “Section”, “preamble”, “recital”, or any other subdivision, or to an “Appendix”, “Exhibit”, or “Schedule”, are to an article, section, preamble, recital, or subdivision of this Agreement, or to an appendix, exhibit, or schedule to this Agreement, respectively;

(d) the words “this Agreement”, “hereby”, “hereof”, “herein”, “hereunder”, and comparable words refer to all of this Agreement, including the Appendix, Exhibits, and Schedules to this Agreement, and not to any particular Article, Section, preamble, recital, or other subdivision of this Agreement or Appendix, Exhibit, or Schedule to this Agreement;

(e) any pronoun in masculine, feminine, or neuter form shall include each other gender;

(f) any word in the singular form includes the plural and vice versa;

(g) references to any agreement or other document are to such agreement or document as amended, modified, superseded, supplemented, and restated now or from time to time after the date of this Agreement;

(h) references to any Law are references to such Law as amended, modified, supplemented, and restated now or from time to time after the date of this Agreement, and to any corresponding provisions of successor Laws, and, unless the context requires otherwise, any reference to any statute shall be deemed also to refer to all rules and regulations promulgated and Orders issued thereunder;

(i) references to any Person include such Person’s respective permitted successors and permitted assigns;

(j) references to a “day” or number of “days” (without the explicit qualification of “Business”) refer to a calendar day or number of calendar days; and

(k) any financial or accounting term that is not otherwise provided or defined in this Agreement shall have the meaning given such term under GAAP.

ARTICLE II PURCHASE AND SALE

2.1 Purchase and Sale of Assets. At the Closing, under the terms of, and subject to the conditions in this Agreement, Seller shall sell and convey to Purchaser, and Purchaser shall purchase and receive from Seller, free and clear of Liens (other than Permitted Encumbrances and Assumed Liabilities), all of Seller’s right, title, and interest in and to the Acquired Assets.

2.2 Acquired Assets. The term “*Acquired Assets*” means, collectively, all of Seller’s right, title, and interest in and to the following, but excluding the Excluded Assets:

(a) all oil, gas, and mineral leases covering lands located in any Covered County (the “*Lands*”), including those leases described in Exhibit A-1 (collectively, the “*Acquired Leases*”), together with (i) any and all other rights, titles, and interests of Seller in and to the leasehold estates created thereby (including working interests, net revenue interests, net profits interests, record title interests, operating rights, net profits interests, together with all top leases, amendments, renewals, extensions or ratifications thereof), (ii) the Lands covered or burdened thereby and all other interests of Seller of any kind or character in and to the Acquired Leases, (iii) all pooled, communitized or unitized acreage that includes or constitutes

all or part of any Acquired Leases (the “*Units*”), and (iv) all tenements, hereditaments and appurtenances belonging to the Acquired Leases, the Lands and the Units;

(b) all overriding royalty interests applicable to any Lands, including those interests described in **Exhibit A-2** (the “*Acquired Overrides*”), together with any and all other rights, titles, and interests of Seller in and to the any other royalties or net profits interests of any character in and to or burdening any of the Acquired Leases, Lands, Units or Wells;

(c) all oil and gas mineral fee interests applicable to any Lands, including those interests described in **Exhibit A-3** (the “*Acquired Mineral Interests*”), and all rights incident thereto and derived therefrom;

(d) all wells (including all Hydrocarbon wells, water wells, disposal wells, injection wells, abandoned wells, and any other wells) and all associated lateral pipelines located in any Covered County, whether producing or non-producing, (the “*Acquired Wells*” and together with the Acquired Leases, Units, Acquired Overrides, Acquired Mineral Interests and Acquired Personal Property, the “*Acquired Properties*”), including the Hydrocarbon wells listed on **Exhibit A-4**;

(e) (i) all Hydrocarbons in, on, or under, or that may be produced from, the Acquired Properties on or after the Effective Time, (ii) all Hydrocarbon inventories from or attributable to the Acquired Properties in storage (including in tanks, pipelines or plants) on the Effective Time, (iii) all Hydrocarbons attributable to make-up rights and obligations with respect to imbalances attributable to the Acquired Properties, and (iv) subject to **Section 3.3**, all proceeds from the sale or other disposition of any of the foregoing Hydrocarbons after the Effective Time;

(f) all Surface Interests appurtenant to, and used or held for use as of the Closing Date, in connection with the ownership of or Operations applicable to the Acquired Properties (the “*Acquired Surface Interests*”), including those Surface Interests listed on **Exhibit A-5**, and all buildings, offices, improvements, appurtenances, field offices and yards located thereon (the “*Field Office*”), along with all phones, office supplies, furniture, hardware, fixtures, equipment and related personal effects located in the Field Office;

(g) to the extent transferable without payment of any fee (unless Purchaser pays such fee or agrees in writing to pay such fee), all Permits that have been granted or issued as of the Closing Date in connection with Operations applicable to any Acquired Asset;

(h) all owned and leased interests in the Equipment and Operating Inventory used or held for use as of the Closing Date in connection with Operations applicable to the Acquired Properties, whether located on or off the premises of the Acquired Properties or any of the other Acquired Assets on or after the Effective Time, or otherwise charged to Seller or any Affiliate as a Property Expense (collectively, the “*Acquired Personal Property*”), including the Equipment and Operating Inventory listed on **Exhibit A-6**;

(i) all Contracts, including Hydrocarbon sales, purchase, gathering, and processing contracts, transportation contracts, operating agreements, unitization, pooling and communitization agreements, declarations and orders, balancing agreements, joint venture agreements, partnership agreements, farmout and farmin agreements, area of mutual interest agreements, surface use agreements, contribution agreements, water rights agreements, exploration agreements, participation agreements, and other contracts and agreements, in each case, to the extent any such Contracts cover, are attributable to, or relate to any of the Acquired Assets or to Operations on the Acquired Assets and which are binding on any of Seller, its Affiliates, or the Acquired Assets listed on **Schedule 7.13** (the “*Acquired Contracts*”), and the

Assumed Executory Contracts listed on **Schedule 9.13(c)(i)** (as such Exhibit or Schedule may be amended from time to time pursuant to **Section 9.13(d)**); *provided, however*, that Acquired Contracts does not include any (i) Acquired Lease, Acquired Surface Interest, or Permit; or (ii) contract or agreement to the extent constituting or relating to any Excluded Asset, including any Excluded Executory Contract;

(j) (i) all trade credits, accounts receivable, notes receivable, and other receivables and general intangibles attributable to the Acquired Assets with respect to the period from and after the Effective Time for which Seller receives an upward adjustment to the Base Purchase Price pursuant to **Section 3.3(a)(ii)**, (ii) except to the extent constituting or relating to any Excluded Assets, and except for Claims, payments and proceeds under insurance policies (other than proceeds which are to be transferred in connection with any Casualty Losses pursuant to **Section 9.5** or attributable to the McFadden E&O Claim) all rights, claims, and causes of action against Third Parties (including warranty and indemnity claims and defenses) related to the Acquired Assets and attributable to acts, omissions, conditions or events that occur (1) on or after the Effective Time, or (2) before the Effective Time if they arise from or by their terms offset any of the Assumed Liabilities, (iii) all proceeds attributable to the McFadden E&O Claim and (iv) all rights, claims, and causes of action against Third Parties (including warranty and indemnity claims and defenses) related to the McFadden Incident;

(k) to the extent transferable without (i) payment of a transfer, license or similar fee, penalty, or other consideration under Third Party agreements (unless such payment is advanced by Purchaser) and (ii) Seller or Purchaser having to obtain any Third Party consent (provided that Seller shall use commercially reasonable efforts to obtain such consent), all Technical Data in Seller's possession to the extent related to the Acquired Properties (the "**Acquired Data**");

(l) the IT Assets;

(m) leases for office space and all office furniture, office supplies, personal computers and associated peripherals, licensed software included in the Acquired Assets, and all radio (excluding SCADA equipment), cell phones and telephone equipment, in each case, that are located on the premises of such office space; and

(n) all Records in the possession or control of Seller or any of its Affiliates and limited to the form as maintained by Seller as of the Execution Date; provided, however, that (i) Records relating to Income Taxes or franchise taxes, constituting Acquired Data, in each case that is relating to Seller's business generally, (ii) except for title opinions pertaining to the Acquired Assets, Records that are subject to a valid legal privilege or to disclosure restrictions, (iii) Records that are not transferable without payment of additional consideration (and Purchaser has not agreed in writing to pay such additional consideration), (iv) all e-mails, and (v) all employee files, in each case, shall be excluded (the foregoing items in this **Section 2.2(l)**, less the items listed above as being excluded, and less the other Excluded Assets, collectively, the "**Acquired Records**"); provided further, however, Seller may retain a copy of all such Acquired Records and shall have no obligation to delete electronic file Acquired Records from Seller's or its Affiliates servers and networks.

2.3 Excluded Assets. Notwithstanding **Section 2.2** or anything else to the contrary in this Agreement, the Acquired Assets shall not include, and there is excepted, reserved, and excluded from the Contemplated Transactions, all of the following of Seller and its Affiliates (the "**Excluded Assets**");

(a) corporate, financial, Income Tax, franchise tax, and legal data and records of Seller and its Affiliates (other than title opinions, curative work, and abstracts of title pertaining to the Acquired Properties), and all other information, records, and data that relate to Seller's or any of its Affiliates'

business generally or to businesses of Seller or its Affiliates other than the exploration and production of Hydrocarbons;

(b) all accounts receivable (other than accounts receivable for which Seller receives an upward adjustment to the Base Purchase Price pursuant to **Section 3.3(a)(ii)**) and other rights to payment, refund, or indemnity accruing or attributable to any period before the Effective Time or to any Excluded Assets, including the right to any payments under any Acquired Leases (including any reduction to, rebate of, or earn-back with respect to bonus payments paid prior to the Effective Time) or otherwise with respect to any Royalties or the overpayment thereof, the full benefit of all Encumbrances, security for such accounts, or rights to payment, and all rights, Claims, refunds, causes of action, or choses in action relating to the foregoing, except in each case with respect to Property and Production Taxes for which Purchaser is responsible under **Section 13.1**;

(c) all production of Hydrocarbons from or attributable to the Acquired Properties with respect to any period before the Effective Time (other than Hydrocarbons in storage at the Effective Time and make-up Hydrocarbons with respect to Production Imbalances), including (i) all proceeds attributable to any such pre-Effective Time production, and (ii) all rights, Claims, refunds, causes of action, or choses in action relating to such pre-Effective Time production or proceeds (including settlement of take-or-pay disputes);

(d) except as contemplated in **Section 9.5** in respect of Casualty Losses or with respect to the McFadden E&O Claim, all insurance policies, and all Claims, payments, and proceeds under any such insurance policies, regardless of whether arising or relating to any period prior to, at, or after the Effective Time;

(e) all Hedging Instruments of Seller and its Affiliates, if any, and all rights and obligations under any such Hedging Instruments;

(f) other than amounts for which Seller receives an upward adjustment to the Base Purchase Price pursuant to **Section 3.3(a)(vii)**, all bank accounts, cash, deposits, surety bonds, rights under any letters of credit, and collateral pledged to secure any Liability or obligation of Seller or its Affiliates in respect of the Acquired Assets;

(g) all rights and interests in any Intellectual Property;

(h) (i) all interpretive data and analysis of Technical Data, and (ii) all studies related to reserve assessments and economic estimates and analyses;

(i) all data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee, penalty, or other consideration by any license agreement or other agreement with a Third Party, or by applicable Law, and for which no consent to transfer has been received or for which Purchaser has not agreed in writing to pay such fee, penalty, or other consideration, as applicable;

(j) all information entitled to legal privilege, including attorney work product and attorney-client communications (excluding title opinions pertaining to the Acquired Properties), and all other information, records, and data to the extent relating to any of the Excluded Assets;

(k) records relating to either (i) the auction, marketing, acquisition, or disposition (or proposed acquisition or disposition) of any of the Acquired Assets, including the existence, identity, and inquiries and proposals received from or made to, and records of negotiation with, any Person, and any economic analyses associated therewith, and all internal communications with and documents shared by

and with legal counsel of Seller and its Affiliates in connection with any of the foregoing, or (ii) any employees of Seller or its Affiliates;

(l) except with respect to the McFadden E&O Claim, all proceeds from the settlement or disposition of any Claims, Proceedings, or disputes, all warranties and rights to indemnification, and all other rights, claims, refunds, causes of action, and choses in action, in each case, owed or paid to or in favor of Seller or any of its Affiliates, in each case, (i) under the Transaction Documents, (ii) arising out of or relating to any Excluded Assets, or (iii) to the extent related to the period prior to the Effective Time;

(m) audit rights under operating agreements or other contracts or agreements (including, without limitation, those rights related to the Chevron Audit) to the extent attributable or relating to periods before the Effective Time, or to any Excluded Assets, and Purchaser will cooperate with Seller to facilitate Seller's exercise of such rights, except to the extent relating to the Assumed Liabilities;

(n) any Claims of Seller or any Affiliate thereof for any refunds of or loss of carry forwards in respect of any Taxes for which Seller is liable for payment hereunder, including with respect to (i) taxable periods or portions thereof ending on or prior to the Effective Time, (ii) Income Taxes or franchise Taxes, or (iii) Taxes attributable to any Excluded Assets;

(o) all vehicles;

(p) all overhead costs and expenses paid or payable by Third Party non-operators to Seller or its Affiliates pursuant to any applicable joint operating agreement with respect to periods of time prior to Closing;

(q) all electronic communications, including e-mail;

(r) (i) all assets and properties specifically listed in **Exhibit B**, and (ii) any Excluded Executory Contracts listed on **Schedule 9.13(c)(ii)** (which for the avoidance of doubt, may include blanket exclusions), in each case, regardless of whether such assets and properties may be used or held for use in connection with the Acquired Assets;

(s) (i) any and all rights, claims or causes of action by or in the right of Seller against any current or former director or officer of Seller, and (ii) any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code;

(t) all master service agreements; and

(u) any proceeds from any Chevron Audit.

2.4 Assumption of Liabilities. At the Closing, Purchaser shall assume and agree to timely and fully pay, perform, and otherwise discharge, the Assumed Liabilities, under the terms of, and subject to the conditions in, this Agreement and the Sale Order.

2.5 Effective Time. Notwithstanding that the Closing may occur on another date and at another time, the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities shall be effective as of the Effective Time.

**ARTICLE III
PURCHASE PRICE**

3.1 Purchase Price. Subject to the other terms and provisions of this Agreement, in addition to assumption by Purchaser of the Assumed Liabilities, the purchase price payable by Purchaser to Seller for the Acquired Assets shall be an amount equal to the Purchase Price. The “**Purchase Price**” means an aggregate amount equal to: (a) Twenty Million United States Dollars (\$20,000,000.00) (the “**Base Purchase Price**”), plus or minus (b) the net amount of the adjustments under **Section 3.3**. The adjustments under **Section 3.3** shall be preliminarily determined under **Section 3.4** pursuant to the Preliminary Settlement Statement and subject to final adjustment after the Closing under **Section 3.5** pursuant to the Final Settlement Statement.

3.2 Deposit. Prior to the Execution Date, Purchaser has deposited, by wire transfer of immediately available funds in a segregated bank account designated by Seller and established and maintained in accordance with and subject to the Bid Procedures Order, an amount in cash equal to One Million Eight Hundred Thousand U.S. Dollars (\$1,800,000.00) (the “**Deposit**”) as an earnest money deposit. The Deposit shall not accrue any interest. The Deposit is not refundable, except as expressly provided in **Section 12.2**. If the Closing occurs, then the Deposit shall be retained by Seller and applied towards the Closing Amount under **Section 3.4(b)**. If the Closing does not occur, then the Deposit shall be retained or paid as provided in **Section 12.2**.

3.3 Adjustments to Purchase Price. All adjustments to the Purchase Price under this **Section 3.3** shall be without duplication of other adjustments under this **Section 3.3**:

(a) **Upward Adjustments.** The Base Purchase Price shall be adjusted upward by the following:

(i) the amount of all Property Expenses, Royalties, and other costs and expenses (other than Overhead Costs, which are covered in **Section 3.3(a)(iii)** below) attributable to the Acquired Assets or the operation or ownership thereof during the period from and after the Effective Time that are paid by or on behalf of, but have not been reimbursed to, Seller or its Affiliates, and paid to a Third Party (and not to Seller or any of its Affiliates), including (A) rentals, shut-in payments, and other lease payments, (B) prepaid costs and expenses (including delay rentals, shut-in payments, and surface use agreement fees, to the extent such payments are attributable to the period from and after the Effective Time), and (C) costs of acquiring necessary Surface Interests, provided that no upward adjustment made pursuant to this **Section 3.3(a)(i)** shall affect Purchaser’s liability with respect to Assumed Liabilities;

(ii) to the extent that Seller has not been reimbursed prior to Closing, the aggregate amount of all accounts receivable with respect to costs and expenses paid by Seller or its Affiliates on behalf of any Third Party co-owner of any property or asset a portion of which constitutes an Acquired Property, and Purchaser shall be responsible for the collection of such accounts receivable from and after Closing;

(iii) an amount equal to One-Hundred Fifty Thousand Dollars (\$150,000.00) per calendar month for the period from the Effective Time up to the Closing Date (pro-rated for partial months), which represents overhead costs (net to Seller’s interest in the Acquired Properties) attributable to those Acquired Properties operated by Seller or its Affiliates (the “**Overhead Costs**”);

(iv) the amount of all Property and Production Taxes prorated to Purchaser under **Section 13.1** that are paid or to be paid or otherwise economically borne by Seller or its Affiliates,

(net of any deductions, credits, reimbursements, and refunds attributable thereto that are realized by Seller, or its Affiliates);

(v) the amount of all income, revenues, and proceeds attributable to the Acquired Assets during the period prior to the Effective Time that are received by or otherwise owing to Purchaser or its Affiliates and not remitted or paid to Seller, net of any applicable marketing fees and adjustments, Royalties, and Production Taxes in connection therewith that are deducted by purchasers of production or that otherwise are or will be paid or borne by Purchaser or its Affiliates (including amounts owing to Seller in connection with overpayment of any Royalties, but excluding amounts held in suspense for the benefit of a Third Party);

(vi) an amount equal to the volume of all Hydrocarbons attributable to the Acquired Properties that, at the Effective Time, constitute linefill or that are in storage tanks above the load level connection or within processing plants, *multiplied by* the applicable price paid or, if not yet sold, the applicable price for which the applicable production from the Acquired Properties was sold most recently prior to the Effective Time;

(vii) the amount of all bank accounts, cash, deposits, surety bonds, rights under any letters of credit, and collateral pledged to secure any Liability or obligation of Seller or its Affiliates in respect of the Acquired Assets; and

(viii) any other purchase price adjustment provided for elsewhere in this Agreement or otherwise agreed upon by Seller and Purchaser.

(b) Downward Adjustments. The Base Purchase Price shall be adjusted downward by the following; *provided, however*, in no event shall adjustments to the Base Purchase Price pursuant to this **Section 3.3(b)**, collectively, exceed an amount equal to the Deposit:

(i) the amount of all Property Expenses attributable to the Acquired Properties or the ownership or operation thereof during the period prior to the Effective Time that are incurred by or on behalf of Seller and paid by, but have not been reimbursed to, Purchaser or its Affiliates;

(ii) the amount of all Property and Production Taxes prorated to Seller under **Section 13.1** that are paid or to be paid or otherwise economically borne by Purchaser or its Affiliates (net of any deductions, credits, reimbursements, and refunds attributable thereto that are realized by Purchaser or its Affiliates);

(iii) other than any Excluded Assets, the amount of all income, revenues, and proceeds attributable to the Acquired Properties during the period from and after the Effective Time that are received by Seller or its Affiliates and not remitted or paid to Purchaser, net of any applicable marketing fees and adjustments, Royalties, and Production Taxes in connection therewith that are deducted by purchasers of production or that otherwise are or will be paid or borne by Seller or its Affiliates (excluding amounts held in suspense for the benefit of a Third Party, and excluding any rebates of insurance premiums received as a result of termination of Seller's or its Affiliates' insurance policies);

(iv) an amount equal to all proceeds from sales of Hydrocarbons produced from the Acquired Wells that are payable to Third Party owners of working interests or Royalties, in each case, that were received, but not yet paid or caused to be paid to such Third Party owners, by Seller or its Affiliates as of the Closing Date (the "*Suspense Funds*"); and

(v) any other purchase price adjustment provided for elsewhere in this Agreement or otherwise agreed upon by Seller and Purchaser.

(c) Imbalance Adjustments. The Base Purchase Price shall be further adjusted upward or downward, as appropriate, by (i) the volume of Production Imbalances set forth on Schedule 7.15, multiplied by \$2.50 per MCF (upward for underage and downward for overage); and (ii) the volume of any Pipeline Imbalances set forth on Schedule 7.15, multiplied by the then current monthly price applicable to deliveries to the applicable pipeline (upward for over-deliveries and downward for under-deliveries).

(d) Overpayment Adjustments. For the avoidance of doubt, if Seller or its Affiliates receive an overpayment of proceeds for which Purchaser receives an adjustment to the Base Purchase Price under Section 3.3(b) and Seller or its Affiliates is subsequently required to reimburse or otherwise account for such overpayment to a Third Party, then Seller shall be entitled to a reimbursement from Purchaser of such overpayment amount, which if such amount is known prior to the issuance of the Final Settlement Statement, shall be reflected as an adjustment on the Final Settlement Statement.

(e) Adjustment Methodology. Except as otherwise expressly provided herein, for purposes of adjustments to the Purchase Price under this Section 3.3 and allocating Property Expenses, revenues, and production, as applicable, including pursuant to Section 9.6:

(i) all such adjustments shall be made on an Accrual Basis and otherwise in accordance with Seller's ordinary course accounting practices;

(ii) the determination of whether Property Expenses are "attributable to" the period before or from and after the Effective Time shall be based on when such Property Expenses are incurred, the timing of which incurrence shall be determined based on when the corresponding services are rendered, goods are delivered, or work is performed (and not when Property Expenses are due, owing, invoiced, or paid);

(iii) if any pre-payment is made before the Effective Time for services, work, or goods performed or to be performed, or delivered or to be delivered, partly before and partly after the Effective Time, or solely after the Effective Time, then such pre-payment shall be prorated between Seller, on the one hand, and Purchaser, on the other hand, based on the number of days in the applicable period falling before the Effective Time and the number of days in the applicable period falling at and after the Effective Time, with Seller being responsible for the portion attributable to the period falling before the Effective Time and Purchaser being responsible for the portion attributable to the period falling at and after the Effective Time; and

(iv) Hydrocarbons shall be deemed to be "produced from" and "attributable to" the Acquired Properties (A) in the case of liquid Hydrocarbons, when they pass through the inlet flange of the pipeline connecting into the storage facilities into which they are run or, if there are no such storage facilities, when they pass through the LACT meters or similar meters at the initial point of entry into the pipelines through which they are transported from the field, and (B) in the case of gaseous Hydrocarbons, when they pass through the delivery point sales meters on the pipelines through which they are transported. Seller shall utilize reasonable interpolative procedures to arrive at an allocation of production when exact meter readings or gauging and strapping data is not available.

As used herein, the terms "earned" and "incurred" shall be interpreted in accordance with GAAP and COPAS standards, as applicable. Where available, actual figures will be used for the adjustments to the Purchase Price at Closing, and where actual figures are not available, estimates will be used subject to final adjustments in accordance with Section 3.5. After Closing, each Party shall be entitled to participate in all

joint interest audits and other audits of Property Expenses for which such Party is entirely or in part responsible under the terms of this **Section 3.3**.

(f) **Method of Payment.** Unless otherwise agreed by the Parties, all payments under this Agreement will be made in U.S. Dollars, by bank wire transfer to the bank account or accounts designated in writing by the receiving Party, in immediately available funds, without setoff, withholding, or any deduction of any kind, including for any banking, transfer, or other costs or Liabilities.

3.4 Preliminary Settlement Statement; Closing Amount.

(a) **Preliminary Settlement Statement.** Not later than 5:00 p.m. Houston, Texas time on the date that is five (5) Business Days prior to Closing, Seller shall prepare and submit to Purchaser a draft settlement statement (the “**Preliminary Settlement Statement**”) that shall set forth (i) the Base Purchase Price, (ii) estimates of the adjustments under **Section 3.3**, and (iii) the resulting Closing Amount and Closing Payment, together with a reasonably detailed explanation and supporting detail of the calculation thereof to enable review thereof by Purchaser. Within two (2) Business Days of receipt from Seller of the initial draft of the Preliminary Settlement Statement, Purchaser will deliver to Seller a written report containing all changes with the explanation therefor that Purchaser proposes to be made to the Preliminary Settlement Statement, together with a reasonably detailed explanation and supporting detail of the calculation thereof to enable review thereof by Seller. The Preliminary Settlement Statement, as agreed upon by Seller and Purchaser, will be used to adjust the Base Purchase Price at Closing; *provided, however*, if Seller and Purchaser do not agree upon an adjustment set forth in the Preliminary Settlement Statement, then Seller’s proposed Preliminary Settlement Statement shall control for purposes of all disputed payments to be made at Closing.

(b) **Closing Amount.** The Base Purchase Price, as increased or decreased by the net amount of the estimated upward and downward adjustments under **Section 3.3**, as set forth in the Preliminary Settlement Statement, is referred to herein as the “**Closing Amount**”. At the Closing, an amount equal to (i) the Closing Amount, *minus* (ii) the Deposit, shall be paid by Purchaser to Seller by wire transfer of immediately available funds in United States dollars to the account or accounts designated in writing by Seller to Purchaser (the “**Closing Payment**”).

3.5 Final Settlement Statement; Final Purchase Price.

(a) **Final Settlement Statement.** Not later than 5:00 p.m., Houston, Texas time on the later of (i) the date that is sixty (60) days following the Closing Date and (ii) if **Section 5.5** is applicable, five (5) Business Days following the date on which all Title Disputed Matters have been finally determined by the Title Expert (the “**Final Settlement Date**”), Seller, with the reasonable assistance and cooperation of Purchaser and Purchaser’s Entity Representatives (including by means of access to such Acquired Records and other Purchaser information and records as Seller reasonably deems necessary or appropriate), shall prepare and deliver to Purchaser a final settlement statement (the “**Final Settlement Statement**”). The Final Settlement Statement will take into account all final adjustments to the Base Purchase Price provided in this Agreement, including each adjustment under **Section 3.3** not finally determined or that was estimated or incorrectly determined at the Closing pursuant to the Preliminary Settlement Statement (and shall include the final Title Claim Value adjustments for any Title Claims, if any, as such adjustments have been finally agreed upon by Seller and Purchaser or determined by the Title Expert), and will set forth a reconciliation of the Closing Amount to the Final Purchase Price.

(b) **Objection Notice.** As soon as practicable after receipt of Seller’s proposed Final Settlement Statement, but in any case not later than 5:00 p.m., Houston, Texas time on the date that is ten (10) Business Days after receipt of Seller’s proposed Final Settlement Statement (the “**Objection Date**”),

Purchaser may deliver to Seller a written notice (an “**Objection Notice**”) indicating those particular items or amounts in Seller’s proposed Final Settlement Statement as to which Purchaser objects, together with a reasonably detailed explanation and supporting detail of the calculation thereof to enable review thereof by Seller. Any particular amounts or items contained or omitted in Seller’s proposed Final Settlement Statement that are not specifically objected to by Purchaser in a proper and timely delivered Objection Notice shall be deemed accepted by Purchaser and shall be final, binding, and conclusive on both Parties and not subject to dispute. If Purchaser does not deliver a proper Objection Notice by the Objection Date, then Seller’s proposed Final Settlement Statement and calculation of the Final Purchase Price shall be deemed final, binding, and conclusive on all Parties and not subject to dispute.

(c) Negotiation Period. If an Objection Notice is properly and timely delivered by Purchaser, then Purchaser and Seller shall negotiate in good faith during the five (5) Business Day period after such delivery (the “**Negotiation Period**”) to reach an agreement on the disputed items or amounts to determine the Final Purchase Price. If Seller and Purchaser agree as to the Final Purchase Price or any particular amount or item thereof that is specifically objected to in the Objection Notice, then Purchaser and Seller shall execute a written acknowledgement of such agreement, and the Final Purchase Price or any amounts or items thereof that are the subject of such agreement, as applicable, shall be deemed final, binding, and conclusive on all Parties and not subject to dispute.

(d) Submission to Accounting Referee. If Purchaser and Seller are unable to agree on the Final Purchase Price and all such items or amounts by the expiration of the Negotiation Period, then any remaining dispute, controversy, or matters of difference relating to the Final Settlement Statement or the determination of the Final Purchase Price (collectively, “**Final Settlement Disputes**”) shall be resolved by Grant Thornton LLP, or if such firm declines to act in such capacity, by another nationally recognized independent accounting firm mutually agreeable to the Parties (the “**Accounting Referee**”). To the extent necessary, Seller and Purchaser shall act in good faith to agree promptly on the Accounting Referee and to execute such engagement letters and other documents as shall be reasonably necessary to engage the Accounting Referee within ten (10) Business Days after the expiration of the Negotiation Period. The fees and expenses of the Accounting Referee shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Seller, on the one hand, and Purchaser, on the other hand, shall bear its own legal fees and other costs of presenting its case.

(e) Materials to Accounting Referee. Seller and Purchaser shall each present to the Accounting Referee, with a simultaneous copy to the other Party, a single written statement of its position on each Final Settlement Dispute, together with a copy of this Agreement, the Preliminary Settlement Statement used at Closing, Seller’s draft Final Settlement Statement, Purchaser’s Objection Notice, and any supporting material that such Party desires to furnish, not later than fifteen (15) Business Days after appointment of the Accounting Referee. Each of Seller and Purchaser shall not, and shall cause their respective Entity Representatives to not, attempt to communicate with the Accounting Referee with respect to any Final Settlement Dispute without providing the other Party the opportunity to jointly discuss or confer with the Accounting Referee with respect to each such Final Settlement Dispute.

(f) Decisions of Accounting Referee. The Accounting Referee shall make its determination and provide to the Parties written findings within twenty (20) Business Days after it has received the materials under **Section 3.5(c)**. In making a determination, the Accounting Referee shall be bound by the terms of this Agreement and, without any additional or supplemental submittals by any Party (except as may be specifically requested by the Accounting Referee), may consider such other accounting and financial standards matters as in its opinion are necessary or appropriate to make a proper determination. The decision of the Accounting Referee shall be final, conclusive, binding, and non-appealable and shall be enforceable against any of the Parties in any court of competent jurisdiction, *provided that* the Accounting Referee (i) shall be limited to determining the specific Final Settlement

Disputes submitted to it, (ii) shall set forth a calculation of the Final Purchase Price and any item or component thereof that was not finally determined during or before the Negotiation Period and a line-item comparison (showing increases and decreases) to the calculations contained in the Final Settlement Statement and the Objection Notice, together with explanations of each variance, and (iii) shall incorporate the final Title Claim Value adjustments for any Title Claims, if any, as such adjustments have been finally agreed upon by Seller and Purchaser or determined by the Title Expert. **THE ACCOUNTING REFEREE SHALL ACT AS AN EXPERT FOR THE LIMITED PURPOSE OF DETERMINING THE SPECIFIC FINAL SETTLEMENT STATEMENT MATTERS PRESENTED TO IT, SHALL NOT HAVE THE POWERS OF AN ARBITRATOR, SHALL BE LIMITED TO THE PROCEDURES SET FORTH IN THIS SECTION, MAY NOT HEAR OR DECIDE ANY MATTERS EXCEPT THE SPECIFIC FINAL SETTLEMENT STATEMENT MATTERS PRESENTED TO IT, AND MAY NOT AWARD DAMAGES, INTEREST, COSTS, ATTORNEY'S FEES, EXPENSES, OR PENALTIES TO ANY PARTY.**

(g) Final Determination Date. The final Purchase Price, as agreed upon by the Parties or finally determined by the Accounting Referee, as applicable, shall be deemed final, binding, and conclusive on both Parties and not subject to dispute (the "**Final Purchase Price**"). The date on which the Final Purchase Price shall be deemed to have been determined (the "**Final Determination Date**") shall be the earliest of: (i) the Objection Date, if Purchaser has not delivered an Objection Notice by the Objection Date; (ii) the date during the Negotiation Period that Purchaser and Seller have resolved all disputed amounts with respect to the Final Purchase Price, if all disputed amounts with respect to the Final Purchase Price are resolved during the Negotiation Period; and (iii) the date on which the Accounting Referee delivers its report as to the final determination of the Final Purchase Price, if submitted to the Accounting Referee.

(h) Cooperation. Seller and Purchaser shall, and shall cause their respective Entity Representatives and independent accountants to, cooperate in good faith and assist as reasonably requested by the Parties and the Accounting Referee in the preparation of the Final Settlement Statement and the calculation of the Final Purchase Price and in providing access and conducting reviews referred to in this **Section 3.5**, including, to the extent reasonably necessary, making available their respective books, records, work papers, and appropriate personnel.

(i) Payment of Final Purchase Price. If the Final Purchase Price as finally determined under this **Section 3.5** is *more than* the Closing Amount, then Purchaser shall pay to Seller, within five (5) Business Days after the Final Determination Date, the amount of such difference by wire transfer of immediately available funds to the accounts designated by Seller. If the Final Purchase Price as finally determined under this **Section 3.5** is *less than* the Closing Amount, then Seller shall pay to Purchaser, within five (5) Business Days after the Final Determination Date, the amount of such difference by wire transfer of immediately available funds to an account or accounts designated by Purchaser. For clarity, thereafter there shall be no further adjustments to the Purchase Price between the Parties under this Agreement. Notwithstanding anything herein to the contrary, (i) in no event shall Seller's aggregate liability for payments under this **Section 3.5** and/or in respect of any breaches of the Special Warranty, collectively, exceed an amount equal to ten percent (10%) of the Final Purchase Price, and (ii) nothing in this **Section 3.5** shall prohibit or prevent Seller from ceasing operations or winding up its affairs following Closing.

(j) McFadden Insurance Proceeds. Purchaser shall be entitled to all insurance proceeds attributable to the McFadden E&O Claim up to the amount of the Insurance Premium. With respect to any insurance proceeds received by Purchaser in excess of the Insurance Premium and attributable to the McFadden E&O Claim, within two (2) Business Days of receipt by Purchaser of such insurance proceeds, Purchaser shall remit to Seller (or its designee) fifty percent (50%) of such proceeds. Notwithstanding anything herein to the contrary, Purchaser's obligation to make the payment to Seller contemplated in this **Section 3.5(j)** shall survive the Closing for two (2) years.

3.6 Allocation of Purchase Price. Purchaser and Seller agree that the Base Purchase Price shall be allocated solely among the Acquired Wells as set forth on **Exhibit A-4**. Purchaser and Seller shall cooperate in good faith to allocate the Base Purchase Price among the Acquired Wells. The separate value allocated to each Acquired Well, if any, is referred to herein as the “*Allocated Value*” of such Acquired Asset, and each Acquired Asset to which a separate value is not allocated has an Allocated Value of Zero U.S. Dollars (\$0.00). The Parties agree that the Allocated Values set forth on **Exhibit A-4** represent reasonable estimates of the fair market values of the Acquired Wells described therein. Such Allocated Values shall be used in calculating adjustments to the Purchase Price as provided herein. For the avoidance of doubt, the Allocated Value for the Acquired Overrides are set forth on **Exhibit A-4** as the applicable Acquired Wells in which Seller owns an interest.

ARTICLE IV DUE DILIGENCE REVIEW; DISCLAIMERS

4.1 Due Diligence.

(a) During the period from the Execution Date until the Closing Date or the earlier termination of this Agreement, Seller shall provide Purchaser and its Entity Representatives with access in accordance with this **Article IV** to the Acquired Records and to the Acquired Properties of Seller to permit Purchaser to perform a customary due diligence review of the Acquired Assets (the “*Due Diligence Review*”); *provided, however*, such Due Diligence Review and all such access shall be: (i) subject to the terms and conditions of this **Article IV**; (ii) conducted at Purchaser’s sole risk, cost, and expense; and (iii) conducted during Seller’s normal business hours and in a manner so as not to interfere with the normal Operations of the Acquired Properties or the business of Seller or its Affiliates.

(b) Notwithstanding **Section 4.1(a)** or any other provision in this Agreement to the contrary, any obligation of Seller under this Agreement to make any such Acquired Records and any access to the Acquired Properties available to Purchaser shall be: (i) only to the extent that doing so does not violate any Law or any confidentiality or other obligation under any contract or agreement of Seller or its Affiliates to any Third Party; and (ii) only to the extent such Acquired Records or other information are not, in the judgment of Seller or its counsel, protected by the attorney-client privilege, the work product doctrine, or other applicable privilege or any such privilege would be likely to be waived, voided, rendered voidable or destroyed by disclosure to Purchaser or any of its Entity Representatives.

(c) During all periods that Purchaser or its Entity Representatives or environmental contractors are on the Acquired Properties or in Seller’s or its Affiliates’ offices, Purchaser shall maintain, at its sole expense, policies of insurance with reputable insurer(s) sufficient to cover Purchaser’s indemnity obligations under **Section 4.1(d)**. Upon request by Seller, Purchaser shall provide evidence of such insurance to Seller prior to entering onto the Acquired Properties.

(d) Purchaser acknowledges that any entry into Seller’s or its Affiliates’ offices or onto the Acquired Properties shall be at Purchaser’s sole risk and that none of the Seller Parties shall be liable in any way for any injury, loss, or damage arising out of such entry that may occur to any Purchaser Parties pursuant to this Agreement. **IN CONNECTION WITH THE GRANTING OF ACCESS TO THE ACQUIRED ASSETS, (I) PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER AND EACH OF ITS ENTITY REPRESENTATIVES AND CONTRACTORS THAT CONDUCTS ANY ENVIRONMENTAL ASSESSMENT OR OTHERWISE ENTERS ONTO ANY OF THE ACQUIRED ASSETS OR SELLER’S OR ITS AFFILIATES’ OFFICES IS ADEQUATELY INSURED AND (II) PURCHASER HEREBY WAIVES, RELEASES, AND AGREES TO DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE SELLER PARTIES AND THE THIRD PARTY OPERATORS OF THE ACQUIRED PROPERTIES FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM OR IN ANY WAY RELATED TO THE ACCESS AFFORDED TO, OR ANY INVESTIGATIONS,**

ASSESSMENTS, OR OTHER DUE DILIGENCE REVIEW ACTIVITIES CONDUCTED BY, ANY PURCHASER PARTIES OR ANY OF THEIR CONTRACTORS OR OTHER REPRESENTATIVES, EVEN IF SUCH CLAIMS OR LOSSES ARISE OUT OF OR RESULT FROM, SOLELY OR IN PART, THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW OF OR BY SELLER PARTIES, EXCEPTING ONLY LIABILITIES ACTUALLY RESULTING FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THEN ONLY TO THE EXTENT SUCH LIABILITIES ARE ACTUALLY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. This Section 4.1(d) shall survive the Closing or the earlier termination of this Agreement indefinitely.

4.2 Access to Records.

(a) Subject to Section 4.1, during the period from the Execution Date until the Closing Date or the earlier termination of this Agreement, Seller shall make the Acquired Records (including, but not limited to, any financial or accounting records directly related to the Acquired Assets) available to Purchaser, at Seller's election, via the Data Room, an FTP site, or other electronic access for Purchaser to complete its Due Diligence Review.

(b) Except for the express representations and warranties specifically contained in Article VII of this Agreement, Seller makes no warranty or representation of any kind as to the accuracy, completeness, or materiality of any Acquired Records, Background Materials, or any other information provided by Seller, its Affiliates, or any of its or their respective Entity Representatives to Purchaser, its Affiliates, or any of its or their respective Entity Representatives. Purchaser agrees that any conclusions drawn from its Due Diligence Review or from the Acquired Records, Background Materials, or any such other information shall be the result of its own independent review and judgment.

4.3 Access to Acquired Properties.

(a) Subject to the terms and conditions of this Article IV and to the extent permitted at Law and under applicable contracts, during the period from the Execution Date until the Closing Date or the earlier termination of this Agreement, (i) with respect to all Acquired Properties operated by Seller or its Affiliates, Seller shall allow Purchaser to conduct on-site visual inspections of such Acquired Properties.

(b) Notwithstanding anything herein to the contrary, (i) Purchaser shall not have access to any Acquired Properties where Seller does not have the authority to grant access, and (ii) Purchaser shall not conduct, authorize, or permit any Phase II environmental assessments, or to otherwise conduct, authorize, or permit any sampling, boring, drilling, other invasive investigation activity, or other on-site activities, on or with respect to any of the Acquired Properties, in each case, without the prior written consent of Seller, which consent may be granted, conditioned or withheld at the sole discretion of Seller.

(c) Purchaser agrees to provide promptly to Seller copies (and in any event not later than the earlier of (i) the Title Claim Date and (ii) five (5) Business Days after Purchaser's or any of its Entity Representative's receipt or creation) of all final reports, results, and data prepared on or after the Execution Date by or for Purchaser and/or any of its Entity Representatives or environmental contractors in connection with any inspection or Environmental Assessment of any Acquired Properties. Neither Seller nor any other Seller Party shall be deemed, by any Seller Party's receipt of said documents or otherwise, to have made any representation or warranty, expressed, implied, or statutory, as to the condition of the Acquired Properties or to the accuracy of said documents or the information contained therein.

(d) Upon completion of Purchaser's Due Diligence Review, Purchaser shall, at its sole cost and expense: (i) repair all damage done to the Acquired Properties in connection with Purchaser's due

diligence; (ii) restore the Acquired Properties to at least the approximate same condition they were in the absence of Purchaser's due diligence; and (iii) remove all equipment, tools, and other property brought onto the Acquired Properties in connection with Purchaser's due diligence. Any disturbance to the Acquired Properties (including the leasehold associated therewith) resulting from Purchaser's due diligence will be promptly corrected by Purchaser.

4.4 Limitations and Disclaimers.

(a) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS SET FORTH IN ARTICLE VII AND EXCEPT FOR THE SPECIAL WARRANTY, (I) PURCHASER ACKNOWLEDGES THAT NO SELLER AND NO OTHER SELLER PARTY HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES (ON ITS BEHALF AND ON BEHALF OF THE OTHER SELLER PARTIES), AND PURCHASER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY RELIANCE ON, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, INCLUDING RELATING TO PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, VOLUME, VALUE, RECOVERABILITY, OR DELIVERABILITY OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ACQUIRED ASSETS, OR THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY BACKGROUND MATERIALS, ACQUIRED RECORDS, OR OTHER RECORDS, INFORMATION, DATA, OR MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ANY PURCHASER PARTY BY OR ON BEHALF OF ANY SELLER PARTY, OR THE ENVIRONMENTAL OR OTHER CONDITION OF THE ACQUIRED ASSETS, AND (II) SELLER EXPRESSLY DISCLAIMS AND NEGATES (ON ITS BEHALF AND ON BEHALF OF THE OTHER SELLER PARTIES), AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL LIABILITY AND RESPONSIBILITY OF ANY SELLER PARTY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO PURCHASER OR ANY PURCHASER PARTY (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PERSON BY SELLER OR ANY OTHER SELLER PARTY).

(b) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS SET FORTH IN ARTICLE VII AND EXCEPT FOR THE SPECIAL WARRANTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS AND NEGATES (ON ITS BEHALF AND ON BEHALF OF THE OTHER SELLER PARTIES), AND PURCHASER HEREBY WAIVES AND DISCLAIMS ANY RELIANCE ON, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO ANY OF THE FOLLOWING: (I) THE CONTENTS, CHARACTER, ACCURACY, COMPLETENESS, OR MATERIALITY OF RECORDS, INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE, OR HEREAFTER FURNISHED TO PURCHASER OR ANY PURCHASER PARTY BY OR ON BEHALF OF ANY SELLER PARTY, INCLUDING ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS, OR STATEMENTS PREPARED BY ANY SELLER PARTY OR THIRD PARTY WITH RESPECT TO THE ACQUIRED ASSETS; (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL, OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ACQUIRED ASSETS; (III) ANY ESTIMATES OF THE VALUE OF, OR FUTURE REVENUES GENERATED BY, OR COST ESTIMATES CONCERNING, THE ACQUIRED ASSETS; (IV) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, VOLUME, VALUE, RECOVERABILITY, OR DELIVERABILITY OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ACQUIRED ASSETS OR SELLER'S INTERESTS THEREIN; (V) TITLE TO ANY OF THE ACQUIRED ASSETS; (VI) MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ACQUIRED ASSETS; (VII) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE; (VIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN; (IX) ANY IMPLIED

WARRANTIES EXISTING UNDER APPLICABLE LAW; (X) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT; (XI) THE NATURE OF, EXTENT OF, OR AMOUNT OF ANY FUTURE COSTS ASSOCIATED WITH, PLUGGING AND ABANDONMENT OBLIGATIONS; AND (XII) THE ENVIRONMENTAL OR OTHER CONDITION OF THE ACQUIRED ASSETS, INCLUDING ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES, OR MATERIALS INTO THE ENVIRONMENT, THE PROTECTION OF THE ENVIRONMENT OR OF HUMAN HEALTH, SAFETY, OR NATURAL RESOURCES, OR THE AMOUNT OF ANY FUTURE COSTS ASSOCIATED WITH THE ASSUMED ENVIRONMENTAL LIABILITIES, IF ANY. IT IS THE EXPRESS INTENTION OF PURCHASER AND SELLER THAT, EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS SET FORTH IN ARTICLE VII AND THE SPECIAL WARRANTY, THE ACQUIRED ASSETS ARE BEING ACCEPTED BY PURCHASER, “AS IS” AND “WHERE IS” AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, PATENT OR LATENT, DISCOVERABLE, OR UNDISCOVERABLE) AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND PURCHASER HAS MADE ANY AND ALL SUCH INSPECTIONS AS PURCHASER DEEMS APPROPRIATE.

(c) PURCHASER ACKNOWLEDGES THAT THE ACQUIRED ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF HYDROCARBONS AND THAT (I) EQUIPMENT AND SITES INCLUDED IN THE ACQUIRED PROPERTIES MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL, RADON GAS AND ASBESTOS (“*NORM*”) OR OTHER HAZARDOUS MATERIALS, (II) PHYSICAL CHANGES IN THE LAND, GROUNDWATER, OR SUBSURFACE INCLUDED IN, ON, OR UNDER THE ACQUIRED ASSETS MAY HAVE OCCURRED AS A RESULT OF ANY SUCH USES, AND (III) ADVERSE PHYSICAL CONDITIONS MAY BE PRESENT IN, ON, OR UNDER THE ACQUIRED ASSETS, INCLUDING THE PRESENCE OF UNKNOWN, ABANDONED, OR UNPRODUCTIVE OIL WELLS, GAS WELLS, EQUIPMENT, PITS, LANDFILLS, FLOWLINES, PIPELINES, WATER WELLS, INJECTION WELLS, AND SUMPS, WHICH MAY OR MAY NOT HAVE BEEN REVEALED BY PURCHASER’S INVESTIGATION. *NORM* MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS, AND EQUIPMENT AS SCALE OR IN OTHER FORMS. THE WELLS, PIPELINES, MATERIALS, AND EQUIPMENT LOCATED ON OR INCLUDED IN THE ACQUIRED ASSETS MAY CONTAIN *NORM* AND OTHER WASTES OR HAZARDOUS MATERIALS. *NORM* CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS MATERIALS MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING AIR, WATER, SOILS, OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, *NORM*, AND OTHER HAZARDOUS MATERIALS FROM THE ACQUIRED ASSETS.

(d) SELLER AND PURCHASER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 4.4 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.

ARTICLE V TITLE MATTERS

5.1 *Defensible Title.* The term “*Defensible Title*” means, with respect to the Target Depths of any Acquired Well that has an Allocated Value greater than zero, legal or beneficial title and/or contractual right of Seller, in and to such Acquired Well, and subject to and except for any Permitted Encumbrances, that:

(a) as to the Target Depths of such an Acquired Well, entitles Seller to receive not less than the Net Revenue Interest set forth in Exhibit A-4 in respect of Target Depths production of Hydrocarbons through the wellbore of such Acquired Well; except: (i) decreases resulting from the establishment after the Execution Date of units, or changes in existing units (or the participating areas

therein), whether voluntary or by Order; (ii) decreases resulting from the exercise or reversion after the Execution Date of non-consent rights under applicable operating agreements; (iii) decreases resulting from the entry into pooling, spacing, proration, communitization, unitization, well tract designation, or similar agreements after the Execution Date; (iv) decreases resulting from Operations after the Execution Date as permitted or required by the terms of this Agreement; (v) decreases resulting from rights of Third Parties to make up past underproduction or pipelines to make up past under deliveries; (vi) decreases resulting from actions by (or undertaken at the request of) Purchaser; and (vii) as otherwise set forth on **Exhibit A-1** or **Exhibit A-4**;

(b) as to the Target Depths of such an Acquired Well, obligates Seller to bear not greater than the Working Interest set forth in **Exhibit A-4** for such Acquired Well; except: (i) increases in such Working Interest accompanied by at least a proportionate increase in the Net Revenue Interest for such Acquired Well; (ii) increases resulting from contribution requirements provided for under provisions similar to those contained in an operating agreement; (iii) increases resulting from the establishment after the Execution Date of units, or changes in existing units (or the participating areas therein), whether voluntary or by Order; (iv) increases resulting from the exercise or reversion after the Execution Date of non-consent rights under applicable operating agreements; (v) increases resulting from the entry into pooling, spacing, proration, communitization, unitization, well tract designation, or similar agreements after the Execution Date; (vi) increases resulting from Operations after the Execution Date as permitted or required by the terms of this Agreement; (vii) increases resulting from actions by (or undertaken at the request of) Purchaser; and (viii) as otherwise set forth on **Exhibit A-1** or **Exhibit A-4**; and

(c) with respect to any interest not yet earned under a farmout agreement, entitles Seller to the right to earn the interest described in **Exhibit A-4** in accordance with and subject to the terms of such farmout agreement; and

(d) is free and clear of any and all Encumbrances.

5.2 Permitted Encumbrances. The term “*Permitted Encumbrances*” means, with respect to any Acquired Asset, any one or more of the following:

(a) any Royalties, back-in interests, reversionary interests, and other burdens if the net cumulative effect of the foregoing does not operate to (i) reduce the Net Revenue Interest with respect to the Target Depths of an Acquired Well below the Net Revenue Interest set forth in **Exhibit A-4**; or (ii) increase the Working Interest with respect to the Target Depths of an Acquired Well above that set forth in **Exhibit A-4** without at least a proportionate increase in the Net Revenue Interest with respect to such Acquired Well;

(b) Liens for Taxes not yet due and payable or not yet delinquent, or, if delinquent, that are being contested in good faith in the Ordinary Course of Business;

(c) materialmen’s, mechanics’, repairmen’s, employees’, contractors’, operators’, or other similar Liens arising in the Ordinary Course of Business or incidental to the operation of the Acquired Assets not yet delinquent, or, if delinquent, payment is being withheld as provided by Law or their validity or amount is being contested in good faith in the Ordinary Course of Business;

(d) all (i) consents, approvals, and authorizations of, and required notices to, filings with, or other actions by, Third Parties, including Customary Post-Closing Consents, and (ii) rights acquired by Third Parties in connection with a Casualty Loss;

(e) conventional rights of reassignment obligating the lessee to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;

(f) (i) the Acquired Leases, Acquired Contracts, and Acquired Surface Interests, and the terms and conditions thereof and (to the extent securing amounts not yet due or, if due, being contested in good faith in the Ordinary Course of Business) Liens arising thereunder, and (ii) this Agreement and the other Transaction Documents and the terms and conditions hereof and thereof;

(g) rights of tenants-in-common in and to the Acquired Properties;

(h) easements and other rights with respect to surface Operations, on, over, or in respect of any of the Acquired Assets or any restriction on access thereto, in each case, unless the same were granted by Seller or its Affiliates and materially impair or prevent the use or operation of the Acquired Properties as currently used or operated;

(i) (i) all applicable Laws, Orders (including the Sale Order), and Permits; and (ii) all rights reserved to or vested in any Governmental Authority: (A) to control or regulate any Acquired Asset in any manner, (B) by the terms of any right, power, franchise, grant, license, or permit, or by any provision of Law, to terminate such right, power, franchise, grant, license, or permit or to purchase, condemn, expropriate, or recapture or to designate a purchaser of any of the Acquired Assets, (C) to use such property in a manner which would not reasonably be expected to materially impair or prevent the use or operation of such property for the purposes for which it is currently used or operated, or (D) to enforce any obligations or duties owed to any Governmental Authority with respect to any franchise, grant, license, or permit;

(j) Liens arising under leases, rights-of-way, easements, operating agreements, unitization and pooling agreements, and production sales contracts securing amounts not yet due, or, if due, being contested in good faith in the Ordinary Course of Business;

(k) defects in the chain of title consisting of the failure to recite marital status in a document, omissions of affidavits or similar instruments reflecting successors or heirship, or omissions of estate proceedings;

(l) defects, gaps, or irregularities that have been cured by possession under any applicable statutes of limitation for adverse possession or for prescription or under marketable title or similar Laws or standards or the doctrine of laches;

(m) defects arising out of the lack of a survey or metes and bounds description, unless a survey is expressly required by applicable Law;

(n) Liens released at or before the Closing or otherwise discharged or rendered ineffective by the Sale Order;

(o) defects based on the failure to record any Acquired Leases issued by any Governmental Authority (or any department, subgroup, office, or bureau thereof), or any assignments of record title or operating rights in Acquired Leases, in the real property or other county records, if such Acquired Leases or assignments were properly filed in the offices of the applicable Governmental Authority (or any department, subgroup, office, or bureau thereof);

(p) defects based on the failure of the records of any Governmental Authority to reflect Seller, as applicable, as the record owner of any Acquired Lease if Seller is reflected as the record owner of the Acquired Property in the applicable county real property records;

(q) lack of corporate or other entity authorization of Seller, unless Purchaser affirmatively establishes that such corporate action was not authorized and resulted in a Third Party's actual and superior claim of title to the relevant Acquired Property;

(r) defects or irregularities resulting from the failure to record releases of liens, production payments, or mortgages that have expired on their own terms or the enforcement of which are barred by applicable statute of limitations;

(s) Liens created under deeds of trust, mortgages, and similar instruments by the lessor under an oil and gas lease covering the lessor's surface and/or mineral interests in the land covered thereby, or by the grantor under a Surface Interest;

(t) defects based on gap in Seller's chain of title in the applicable county real property records as to Acquired Properties unless such gap is affirmatively shown to exist in such records by an abstract of title, title opinion or landman's title chain;

(u) any Encumbrance or loss of title resulting from Seller's conduct of business in compliance with this Agreement;

(v) any defect that affects only which Person has the right to receive royalty payments (rather than the amount of such royalty) and that does not affect the validity of the underlying Acquired Property;

(w) defects as are accepted by the purchasers of production from the Acquired Assets in paying the proceeds of such production without suspense, subject only to customary division order warranties and indemnities in favor of such production purchaser;

(x) permits, easements, pooling agreements or authorizations, unit designations, or production or drilling units not yet obtained, formed, or created, so long as the same are not required in connection with the ownership or operation of the Acquired Properties as currently owned and operated;

(y) the terms or provisions of any pooling, communitization, unitization, or similar provision in an Acquired Lease or the absence of such a provision in an Acquired Lease, and the absence of any lease amendment or other consent by any royalty interest or mineral interest holder authorizing the pooling of any leasehold interest, royalty interest, or mineral interest;

(z) any limitations (including drilling and operating limitations) imposed on the Acquired Assets by reason of the rights of subsurface owners or operators in a common property (including the rights of coal, utility and timber owners);

(aa) defects based solely on (i) lack of information in Seller's and its Affiliates' files, lack of Third Party records, or the unavailability of information from regulatory agencies, (ii) references to a document that is not in Seller's or its Affiliates' files, (iii) references to an unrecorded document to which neither Seller nor any of its Affiliates is a party and which is dated earlier than January 1, 1990, (iv) an unrecorded document for which Purchaser has constructive or inquiry notice by virtue of a reference to such unrecorded document in a recorded document (or a reference to a further unrecorded document in such unrecorded document), if no claim has been made under such unrecorded documents since January 1, 1990, or (v) any Tax assessment, Tax payment, or similar records or the absence of such activities or records;

(bb) defects arising from any change in Laws following the Execution Date;

(cc) Liens, irregularities, defects, or loss of title affecting ownership interests in either formations or depths other than the applicable Target Depths;

(dd) Liens, irregularities, defects, or loss of title described in the Prior Title Disclosures;

(ee) Liabilities, Claims, Proceedings, and other matters (i) described or referenced in **Exhibit A-1** or **Exhibit A-4**, or (ii) described or referenced in **Schedule 7.11** or any other Schedule (without giving effect to any amendments thereto made pursuant to **Section 9.12**);

(ff) such Title Claims as Purchaser may have waived, whether in writing or pursuant to the express terms of **Article V**; and

(gg) all other Liens, contracts, agreements, instruments, Orders, Proceedings, Permits, Liabilities, defects, and irregularities affecting the Acquired Assets that: (i) are discharged or otherwise rendered ineffective by the Sale Order, or (ii) do not operate to: (1) reduce the Net Revenue Interest with respect to the Target Depths of an Acquired Well below the Net Revenue Interest set forth therefor in **Exhibit A-4**; (2) increase the Working Interest with respect to the Target Depths of an Acquired Well above that set forth therefor in **Exhibit A-4** without at least a proportionate increase in the Net Revenue Interest with respect to such Acquired Well; or (3) materially impair or prevent the use or operation of the Acquired Properties as currently used and operated.

5.3 Title Claim. The term “*Title Claim*” means any lien, charge, encumbrance, obligation (including contractual obligation), defect, condition, or other matter that causes a breach of the Special Warranty.

5.4 Title Claim Value. The term “*Title Claim Value*” means, with respect to an uncured Title Claim affecting an Acquired Well, the reduction in such Acquired Property’s Allocated Value caused by such Title Claim, taking into account the nature of such Title Claim, the likelihood that such Title Claim actually will result in a Claim against or loss of title, and any subsequent cure of such Title Claim by Seller; *provided, however*, that:

(a) in determining the Title Claim Value, the reduction in the applicable Acquired Property’s value shall be based on the respective Allocated Value;

(b) the aggregate amount of Title Claim Values attributable to all Title Claims affecting the applicable Acquired Property shall not exceed the Allocated Value of such Acquired Property;

(c) the Title Claim Value shall not exceed the cost to cure the related Title Claim (if the cost to cure is reasonably determinable);

(d) subject to the foregoing, if a Title Claim is a Lien which is undisputed and liquidated in amount, the Title Claim Value shall be the amount necessary to be paid to remove the Lien from the applicable Acquired Property;

(e) if a Title Claim affects the applicable Acquired Property for less than its full productive life, the Title Claim Value shall be reduced to take into account the applicable time period only, using generally accepted engineering analysis and present value calculations;

(f) if the Title Claim affects less than all of the Target Depths for the applicable Acquired Property, then the Title Claim Value shall be reduced to take into account the affected Target Depths only;

(g) in determining the Title Claim Value of any individual Title Claim, such Title Claim Value shall be without duplication of any other Title Claim Value calculated hereunder with respect to such Acquired Property based on or arising out of the same underlying objections to title; and

(h) subject to **Sections 5.4(a)** through **5.4(g)** above, if a Title Claim as to any Acquired Property represents:

(i) a negative discrepancy between the actual Net Revenue Interest for the Target Depths of such Acquired Well and the “Net Revenue Interest” percentage stated in **Exhibit A-4** for such Acquired Well (and there is a proportionate decrease in the Working Interest for the Target Depths of such Acquired Well from the Working Interest stated in **Exhibit A-4** for such Acquired Well), then the Title Claim Value shall be equal to the product of (A) the Allocated Value of such Acquired Well, *multiplied* by (B) a fraction, the numerator of which is (1) the Net Revenue Interest stated in **Exhibit A-4** for such Acquired Well, *minus* the actual Net Revenue Interest for the Target Depths of such Acquired Well to which Seller is entitled after giving effect to such Title Claim, and the denominator of which is (2) the Net Revenue Interest stated in **Exhibit A-4** for such Acquired Well; or

(ii) if the Title Claim represents an obligation, Lien upon or other defect in title to the applicable Acquired Property of a type not described above, then the Title Claim Value shall be determined by taking into account the Allocated Value of the applicable Acquired Property, the portion of the applicable Acquired Property affected by the Title Claim, the legal effect of the Title Claim, the potential economic effect of the Title Claim over the life of the applicable Acquired Property, and such other reasonable factors as are necessary to make a proper evaluation.

5.5 Dispute Resolution. With respect to any Title Claim asserted by Purchaser pursuant to **Section 5.6** after the Closing and prior to 5:00 p.m. Houston, Texas time on the Title Claim Date, Purchaser and Seller shall attempt in good faith to agree on the existence and associated Title Claim Value of each such Title Claim or Seller’s cure thereof; provided that, if Seller and Purchaser are unable to agree on the existence, waiver, cure or Title Claim Value of any such Title Claim prior to the date that is five (5) Business Days after the Title Claim Date (“**Title Disputed Matters**”), then all such Title Disputed Matters shall be consolidated and resolved by a single Title Expert under the following dispute resolution procedures:

(a) Seller and Purchaser shall act in good faith to promptly execute such engagement letters and other documents as shall be necessary to engage, within ten (10) Business Days after the Title Claim Date, one (1) mutually agreed upon title attorney with not less than ten (10) years’ experience in oil and gas title issues in the State(s) where the Acquired Properties which are the subject of the Title Disputed Matters are located and having not worked as an employee or outside counsel for any Party or its Affiliates during the five (5) year period preceding such selection (the “**Title Expert**”). If Seller and Purchaser are unable to agree on the Title Expert within such ten (10) Business Day period, then Seller and Purchaser will each select one such title attorney (with each such Party representative meeting the same criteria as set forth above for the Title Expert) within five (5) Business Days thereafter, and the Party representatives so selected will mutually appoint the Title Expert (which Title Expert so appointed shall meet the same criteria as set forth above) within ten (10) Business Days after the two Party representatives are selected, and the Title Expert so appointed by the two Party representatives will resolve such matter without further involvement of the two Party representatives. The fees and expenses of the Title Expert shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Seller, on the one hand, and Purchaser, on the other hand, shall each bear its own legal fees and other costs of presenting its case.

(b) Seller and Purchaser shall each present to the Title Expert, with a simultaneous copy to the other Party, a single written statement of its position on each Title Disputed Matter, together with a copy of this Agreement, Purchaser’s notice(s) of Title Claims, and any supporting material that such

Party desires to furnish, not later than ten (10) Business Days after appointment of the Title Expert. Purchaser shall have the burden of establishing the existence, Title Claim Value, and (if applicable) the insufficiency of curative, with respect to all Title Disputed Matters. Each of Seller and Purchaser shall not, and shall cause their respective Entity Representatives to not, attempt to communicate with the Title Expert with respect to any Title Disputed Matters without providing the other Party the opportunity to jointly discuss or confer with the Title Expert with respect to such Title Disputed Matters.

(c) The Title Expert shall make his or her determination and provide to the Parties written findings within fifteen (15) Business Days after the Title Expert has received the materials under **Section 5.5(b)**. In making a determination, the Title Expert shall be bound by the terms of this Agreement and, without any additional or supplemental submittals by any Party (except as may be specifically requested by the Title Expert), may consider available legal and industry matters (to the extent such matters are consistent with the terms of this Agreement) as in the Title Expert's opinion are necessary or appropriate to make a proper determination. The decision of the Title Expert shall be final, conclusive, binding, and non-appealable and shall be limited to awarding only Seller's position or Purchaser's position with respect to each Title Disputed Matter, *provided that* the Title Expert may not award Purchaser any greater Title Claim Values than the Title Claim Values asserted by Purchaser in its applicable Title Claim notice(s). The Title Expert shall make a separate determination with respect to each Title Disputed Matter. The written finding of the Title Expert shall only set forth the Title Expert's decision with respect to each applicable Title Disputed Matter and not the Title Expert's rationale for the decision. **THE TITLE EXPERT SHALL ACT AS AN EXPERT FOR THE LIMITED PURPOSE OF DETERMINING THE SPECIFIC TITLE DISPUTED MATTER PRESENTED TO HIM/HER, SHALL NOT HAVE THE POWERS OF AN ARBITRATOR, SHALL BE LIMITED TO THE PROCEDURES SET FORTH IN THIS SECTION, MAY NOT HEAR OR DECIDE ANY MATTERS EXCEPT THE SPECIFIC TITLE DISPUTED MATTER PRESENTED TO HIM/HER, AND MAY NOT AWARD DAMAGES, INTEREST, COSTS, ATTORNEY'S FEES, EXPENSES, OR PENALTIES TO ANY PARTY.**

(d) If any Title Disputed Matters are submitted to the Title Expert pursuant to this **Section 5.5**, then the final Title Claim Value adjustment (if any), as determined by agreement of the Parties and/or by the Title Expert as provided in this **Section 5.5**, shall be included in the final settlement under **Section 3.5** and reflected in any payment to be made pursuant to **Section 3.5**.

5.6 Special Warranty of Title in the Assignment.

(a) The Assignment delivered at Closing will contain a special warranty of title, effective as of Closing, whereby Seller shall warrant Defensible Title to Seller's interest in the Acquired Wells unto Purchaser against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Seller, but not otherwise, subject to and except for (i) the Permitted Encumbrances, (ii) all matters of public record as of Closing in the federal, state, and/or county records where the Acquired Properties are located, and (iii) all matters disclosed in Seller's Disclosure Schedules to this Agreement (the "**Special Warranty**"). The Special Warranty shall be subject to the further limitations and provisions of this **Article V** and shall terminate on the Title Claim Date.

(b) If Purchaser intends to assert a breach of the Special Warranty, then Purchaser must furnish Seller, not later than 5:00 p.m. Houston, Texas time on the date that is fifteen (15) days following the Closing Date (the "**Title Claim Date**"), a notice setting forth in reasonable detail any matters which Purchaser intends to assert as a breach of the Special Warranty, including at a minimum: (i) a description of the Title Claim and Acquired Properties affected thereby; (ii) a description of the basis for the assertion of the Title Claim; (iii) a good faith estimate of the Title Claim Value of such Title Claim with a calculation thereof; (iv) a description of any curative actions Purchaser reasonably anticipates are required to cure such Title Claim; and (v) documentation sufficient to affirmatively establish the existence and basis of such Title Claim and Purchaser's estimate of the associated Title Claim Value. Seller shall have a

reasonable opportunity, but not the obligation, to cure any alleged breach of the Special Warranty. Purchaser shall be deemed to have waived all breaches of the Special Warranty for which Seller has not received from Purchaser on or before 5:00 p.m. Houston, Texas time on the Title Claim Date a valid notice that satisfies the requirements set forth herein. Notwithstanding anything herein to the contrary, in no event shall Seller's aggregate liability for payments under **Section 3.5** and/or in respect of any breaches of the Special Warranty, collectively, exceed an amount equal to five percent (5%) of the Final Purchase Price.

5.7 Changes in Prices; Well Events. Notwithstanding anything to the contrary in this Agreement, Purchaser shall assume all risk of Loss with respect to: (a) changes in commodity or product prices and any other market factors or conditions, Orders issued by Governmental Authorities, or other unforeseeable events; (b) production declines or any adverse change in the production characteristics or downhole condition of an Acquired Well, including any Acquired Well watering out or experiencing a collapse in the casing or sand infiltration; and (c) depreciation of any Acquired Assets that constitute personal property through ordinary wear and tear, and none of the foregoing shall constitute Title Claims or otherwise give rise to any Claims by Purchaser before, on, or after the Closing.

5.8 Exclusive Remedy. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION DOCUMENT, THE SPECIAL WARRANTY CONSTITUTES THE ENTIRE AND EXCLUSIVE RIGHT AND REMEDY OF PURCHASER AGAINST ANY SELLER PARTY WITH RESPECT TO ANY TITLE CLAIM OR OTHER TITLE MATTERS OR DEFICIENCIES IN TITLE WITH RESPECT TO THE ACQUIRED ASSETS (COLLECTIVELY, "**TITLE MATTERS**"). IN THIS REGARD AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION DOCUMENT, IF A TITLE CLAIM OR OTHER TITLE MATTER CONSTITUTES, OR RESULTS FROM ANY MATTER OR CIRCUMSTANCE WHICH CONSTITUTES, A BREACH OF ANY REPRESENTATION OR WARRANTY OF SELLER SET FORTH IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION DOCUMENT (OTHER THAN THE SPECIAL WARRANTY), THEN PURCHASER SHALL ONLY BE ENTITLED TO ASSERT SUCH MATTER AS A TITLE CLAIM AS AND TO THE EXTENT PERMITTED BY THIS **ARTICLE V**, AND SHALL BE PRECLUDED FROM ASSERTING SUCH MATTER AS THE BASIS OF THE BREACH OF ANY SUCH REPRESENTATION OR WARRANTY. OTHER THAN THE SPECIAL WARRANTY, PURCHASER (ON BEHALF OF ITSELF, THE OTHER PURCHASER PARTIES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) HEREBY RELEASES, DISCHARGES, AND WAIVES ANY AND ALL CLAIMS AND LOSSES, AND ALL RIGHTS AND REMEDIES WHETHER ARISING AT LAW (WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE) OR PURSUANT TO ANY OTHER LEGAL THEORY, KNOWN OR UNKNOWN, AND WHETHER NOW EXISTING OR ARISING IN THE FUTURE, CONTINGENT, OR OTHERWISE, AGAINST ANY OF THE SELLER PARTIES RELATING TO ANY TITLE MATTERS, IN EACH CASE, **EVEN IF SUCH CLAIMS OR LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER GROSS, SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, OR OTHER LEGAL FAULT OF ANY SELLER PARTIES.**

ARTICLE VI ENVIRONMENTAL MATTERS AND PRIOR DISCLOSURES

6.1 Exclusive Remedy. PURCHASER ACKNOWLEDGES THAT THE ACQUIRED ASSETS HAVE BEEN USED TO EXPLORE FOR, DEVELOP, AND PRODUCE HYDROCARBONS, AND THAT THERE (I) MAY HAVE BEEN RELEASES OF WASTES, CRUDE OIL, CONDENSATE, PRODUCED WATER, OR OTHER MATERIALS, INCLUDING HAZARDOUS MATERIALS, ABOVE, IN, ON, OR UNDER THE ACQUIRED ASSETS AND (II) MAY EXIST OTHER CONDITIONS THAT MAY CONSTITUTE AN ASSUMED ENVIRONMENTAL LIABILITY, ENVIRONMENTAL DEFECT, ENVIRONMENTAL CONDITION OR RESULT IN LIABILITIES OR REMEDIATION UNDER ENVIRONMENTAL LAWS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY OTHER TRANSACTION DOCUMENT, THE RIGHT OF PURCHASER UNDER **SECTION 12.1** WITH RESPECT TO A BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES UNDER **SECTION 7.12** (TO THE EXTENT APPLICABLE) CONSTITUTES THE ENTIRE AND EXCLUSIVE RIGHT AND REMEDY OF PURCHASER AGAINST ANY SELLER PARTY WITH RESPECT TO ANY ENVIRONMENTAL DEFECTS, ENVIRONMENTAL

CONDITIONS OR OTHER CONDITIONS, EVENTS, CIRCUMSTANCES, ACTS, OR OMISSIONS OF, OR RELATING TO, THE ENVIRONMENT, ANY ENVIRONMENTAL LAWS, ANY HAZARDOUS MATERIALS, ANY RELEASES, THE PROTECTION OF THE ENVIRONMENT OR HEALTH, OR ANY ASSUMED ENVIRONMENTAL LIABILITIES (COLLECTIVELY, “*ENVIRONMENTAL MATTERS*”). OTHER THAN ANY RIGHTS OF PURCHASER UNDER **SECTION 12.1** WITH RESPECT TO A BREACH OF SELLER’S REPRESENTATIONS AND WARRANTIES UNDER **SECTION 7.12** (TO THE EXTENT APPLICABLE), PURCHASER (ON BEHALF OF ITSELF, THE OTHER PURCHASER PARTIES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) HEREBY RELEASES, DISCHARGES, AND WAIVES ANY AND ALL CLAIMS AND LOSSES, AND ALL RIGHTS AND REMEDIES WHETHER ARISING AT LAW (WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE) OR PURSUANT TO ANY OTHER LEGAL THEORY, KNOWN OR UNKNOWN, AND WHETHER NOW EXISTING OR ARISING IN THE FUTURE, CONTINGENT, OR OTHERWISE, AGAINST ANY OF THE SELLER PARTIES RELATING TO ANY ENVIRONMENTAL MATTERS, IN EACH CASE, **EVEN IF SUCH CLAIMS OR LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER GROSS, SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, OR OTHER LEGAL FAULT OF ANY SELLER PARTIES.**

6.2 Prior Disclosures. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that (a) Seller shall not be required under this Agreement to take any action with respect to any matters set forth in the Prior Title Disclosures, Prior Environmental Disclosures or the Nexus Letter, and (b) none of the matters set forth in the Prior Title Disclosures, Prior Environmental Disclosures or the Nexus Letter shall be considered for purposes of (i) calculating any adjustments to the Purchase Price pursuant to **Section 3.3** or otherwise, (ii) determining whether a Party is in breach of a representation, warranty, covenant or other provision of this Agreement, or (iii) determining whether a Party is obligated to consummate the Closing.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser, as of the Execution Date and the Closing Date or such other date as may be expressly provided below in this **Article VII**, as follows:

7.1 Organization, Existence, and Qualification. Seller is a limited liability company duly formed, validly existing, and in good standing under the Laws of the State of Louisiana. Subject to entry of the Sale Order, Seller has all requisite power and authority to own and operate its property (including its interests in the Acquired Assets) and to carry on its business as now conducted by Seller. Seller is duly licensed or qualified to do business, and is in good standing, in the State of Texas. Seller is duly licensed or qualified to do business, and is in good standing, in all other jurisdictions in which it carries on business or owns assets and such qualification is required by Law, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

7.2 Authority, Approval, and Enforceability. Seller has, subject to entry of the Sale Order, full power and authority to enter into and perform this Agreement and the Transaction Documents to which it is a party and the transactions contemplated herein and therein. Subject to entry of the Sale Order, the execution, delivery, and performance by Seller of this Agreement have been duly and validly authorized and approved by all necessary action on the part of Seller. Subject to entry of the Sale Order, this Agreement is, and the Transaction Documents to which Seller is a party when executed and delivered by Seller will be, the valid and binding obligation of Seller and enforceable against Seller in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium, and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

7.3 Bankruptcy. Except for the Bankruptcy Case and the Prior Bankruptcy Case, there are no other bankruptcy, reorganization, or receivership Proceedings pending against Seller.

7.4 Brokers' Fees. Neither Seller nor any of its Affiliates has incurred any liability, contingent or otherwise, for brokers', finders', or similar fees in respect of the Contemplated Transactions for which Purchaser or its Affiliates will have any responsibility whatsoever.

7.5 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

7.6 Taxes. Except as set forth in **Schedule 7.6**, (a) as of the Execution Date, all material Property and Production Taxes imposed or based on any interest of Seller in the Acquired Assets or Hydrocarbons produced from such interest in the Acquired Assets that have become due and payable by Seller (whether or not shown on a Tax Return) have been properly and fully paid, (b) as of the Execution Date and, subject to valid extensions, all material Tax Returns with respect to Property and Production Taxes that were required to be filed by Seller on or before the Execution Date have been duly and timely filed and all such Tax Returns are correct and complete in all material respects, (c) as of the Execution Date, there are no material audits, investigations, or Proceedings pending or, to Seller's Knowledge, Threatened against Seller before any Governmental Authority relating to the payment of any Property and Production Taxes imposed or based on any interest of Seller in the Acquired Assets or Hydrocarbons produced therefrom, (d) there are no Tax Encumbrances (other than Permitted Encumbrances) on any of the Acquired Assets, (e) except with respect to the Tax partnerships listed in **Schedule 7.6**, no interest of Seller in the Acquired Assets is subject to partnership or corporate tax classification or reporting for federal income tax purposes; and (f) with respect to any Tax partnerships disclosed pursuant to **Section 7.6**: (i) Seller is and has for all taxable periods beginning after December 31, 2017 been the "partnership representative" under each applicable partnership agreement within the meaning of Section 6223(a) of the Code with the sole authority to cause an election under Section 6226 of the Code to be made for any taxable period and Purchaser and Seller (at the request of Purchaser) will timely take all actions required for any such partnership to timely make, in a valid manner, any permissible "push-out" election pursuant to Section 6226 of the Code with respect to any Pre-Closing Tax Period (including any Straddle Period), (ii) all Taxes due and owing by each such partnership (whether or not shown on a Tax Return) have been timely paid in full, (iii) no such partnership is subject to any ongoing audits, investigations, or Proceedings, nor have any such audits, investigations, or Proceedings have been Threatened, and (iv) no elections have been filed with the Internal Revenue Service (and under any comparable or similar provision of state or local law), including on Internal Revenue Service Form 8832, to treat any such partnership as an association taxable as a corporation for federal income tax purposes. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE REPRESENTATIONS IN THIS SECTION 7.6 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF SELLER IN THE TRANSACTION DOCUMENTS REGARDING TAX MATTERS.**

7.7 No Conflicts. Except as set forth in **Schedule 7.7**, subject to requisite Bankruptcy Court approval and entry of the Sale Order and assuming the receipt of all applicable consents and approvals from Third Parties (including any notices, filings, and consents required in connection with the Bankruptcy Case) and the waiver of, or compliance with, all Preferential Rights, Tag Rights, and any maintenance of uniform interest provision under any joint operating agreements constituting an Acquired Contract, in each case, applicable to the Contemplated Transactions, and except as would not have a Material Adverse Effect, the execution, delivery, and performance by Seller of this Agreement and the consummation of the Contemplated Transactions will not (a) conflict with or result in a breach of any provision of the Organizational Documents of Seller, (b) result in a default or the creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms or provisions of any note, bond, mortgage, indenture, or other similar instrument to which Seller is a party or by which Seller or the

Acquired Assets may be bound, (c) violate any Law or Order applicable to Seller or any of the Acquired Assets, or (d) result in the imposition or creation of any Encumbrance upon any of the Acquired Assets other than a Permitted Encumbrance.

7.8 Consents. To Seller's Knowledge, except as set forth in **Schedule 7.8**, there are no Consents to which the Acquired Assets are subject that are applicable in connection with the transfer and conveyance of the Acquired Assets to Purchaser under this Agreement.

7.9 Preferential Rights. To Seller's Knowledge, except as set forth in **Schedule 7.9**, there are no Preferential Rights to which the Acquired Assets are subject that are or will be triggered in connection with the transfer and conveyance of the Acquired Assets to Purchaser under this Agreement.

7.10 Tag Rights. To Seller's Knowledge, except as set forth in **Schedule 7.10**, there are no Tag Rights to which the Acquired Assets are subject that are or will be triggered in connection with the transfer and conveyance of the Acquired Assets to Purchaser under this Agreement.

7.11 Litigation. Except for or in connection with the Bankruptcy Case (including any adversary Proceedings or contested motions commenced in connection therewith) and except as set forth in **Schedule 7.11** or with respect to any Tax matters or Environmental Matters, as of the Execution Date, there are no Proceedings pending or, to Seller's Knowledge, Threatened by or before any Governmental Authority against Seller (a) with respect to the Acquired Assets, Seller's interest in the Acquired Assets, or Seller's ownership or operation of the Acquired Assets, or (b) which are reasonably likely to materially impair or delay Seller's ability to perform its obligations hereunder.

7.12 Environmental.

(a) Except as described in the Prior Environmental Disclosures or as set forth in **Schedule 7.12** or as would not reasonably be expected to result in a material liability to the Acquired Assets, in the past calendar year, solely with regard to the Acquired Assets, neither Seller nor its Affiliates has received any written information request, written notice, citation, Order, or other written communication from any Governmental Authority or other Person alleging a material violation of or material liability under Environmental Laws or with respect to Hazardous Materials based upon the ownership or operation of any of the Acquired Assets or with respect to the termination, cancellation or material modification of any Permit required under any Environmental Law. Except as has not and would not reasonably be expected to give rise to a material liability of Seller, its Affiliates, or Purchaser, neither Seller nor its Affiliates have arranged, by contract, agreement or otherwise, for the transportation, disposal, or treatment of Hazardous Materials at any location.

(b) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, (A) THE REPRESENTATIONS IN THIS SECTION 7.12 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF SELLER IN THE TRANSACTION DOCUMENTS REGARDING ENVIRONMENTAL MATTERS AND (B) AS PROVIDED IN SECTION 6.1, THE SOLE AND EXCLUSIVE REMEDIES OF PURCHASER FOR ANY BREACH OF THIS SECTION 7.12 SHALL BE PURSUANT TO THE PROVISIONS OF (AS APPLICABLE) SECTION 12.1(C).**

7.13 Material Contracts.

(a) Excluding the Acquired Leases, joint operating agreements and any master service agreements, **Schedule 7.13** lists all Acquired Contracts of the type described below as of the Execution Date (Acquired Contracts of the types described below, collectively, the "**Material Contracts**"):

(i) any Acquired Contract that can reasonably be expected to result in aggregate payments by Seller of more than \$100,000 (net to Seller's interest) during the current or any subsequent fiscal year (based solely on the terms thereof and current volumes, without regard to any expected increase in volumes or revenues);

(ii) any Acquired Contract that can reasonably be expected to result in aggregate revenues to Seller of more than \$100,000 (net to Seller's interest) during the current or any subsequent fiscal year (based solely on the terms thereof and current volumes, without regard to any expected increase in volumes or revenues);

(iii) any Acquired Contract that constitutes a lease under which Seller is the lessor or the lessee of real or personal property which lease (A) cannot be terminated by Seller without penalty upon ninety (90) days or less notice and (B) involves an annual base rental of more than \$50,000 (net to Seller's interest);

(iv) any material Acquired Contract that is a Hydrocarbon purchase and sale, gathering, transportation, or processing agreement and that is not terminable without penalty upon ninety (90) days or less notice;

(v) any material Acquired Contract that is a farmout agreement, participation agreement, exploration agreement, or development agreement, in each case, that will be binding on the Acquired Assets or Purchaser after Closing;

(vi) any Tax partnership agreement for each of the Tax partnerships listed in **Schedule 7.6**;

(vii) any Acquired Contract between Seller, on the one hand, and any Affiliate of Seller, on the other hand, that will be binding on the Acquired Assets or Purchaser after Closing; and

(viii) any Acquired Contract that (A) contains or constitutes an existing area of mutual interest agreement or (B) includes non-competition restrictions on Seller or other similar restrictions on Seller doing business.

(b) Subject to Orders of the Bankruptcy Court in the Bankruptcy Case (including entry of the Sale Order) and the payment of all Cure Costs, except for the Bankruptcy Case and except as set forth in **Schedule 7.13**, as of the Execution Date, there exists no material default under any Material Contract by Seller, or, to Seller's Knowledge, any other Person, in each case, which default will not be discharged, cured or otherwise rendered ineffective by the Sale Order and/or the payment of all applicable Cure Costs.

7.14 Current Commitments. **Schedule 7.14** sets forth, as of the Execution Date, each approved Third Party authority for expenditure or other binding capital commitment ("***AFE***") (a) that is binding on any of the Acquired Properties, (b) requires, individually, an expenditure in excess of \$25,000 (net to Seller's interest), and (c) for which all of the activities anticipated in such AFE have not been completed prior to the Execution Date. Purchaser acknowledges that the amounts shown on **Schedule 7.14** with respect to any operations or projects are estimates only and Seller makes no representation or warranty concerning the actual costs of the operations or activities to which such AFEs relate.

7.15 Imbalances. To Seller's Knowledge, except as set forth in **Schedule 7.15**, there are no material Production Imbalances or Pipeline Imbalances as of the date(s) set forth in **Schedule 7.15**.

7.16 Suspense Accounts. Except as set forth in **Schedule 7.16**, Seller does not hold any Suspense Funds.

7.17 Operatorship. Seller has not received written notice of any pending vote to have Seller removed as the named operator of any of the Acquired Properties for which Seller is currently designated as the operator.

7.18 Bonds. Schedule 7.18 sets forth all bonds, letters of credit, credit support, security or similar financial agreements posted by Seller with respect to the Acquired Assets that would be required to be replaced by Purchaser at or after Closing, other than those Guarantees posted with Governmental Authorities that are required to be posted by all operators of oil and gas assets in the jurisdictions where the Acquired Assets are located in the Ordinary Course of Business, including statewide performance bonds required by the rules and regulations of the Texas Railroad Commission.

7.19 Certain Limitations; Schedules. Any representation of Seller in this **Article VII** that relates to Acquired Assets as to which none of Seller or its Affiliates is the operator, is limited to the Knowledge of Seller. Inclusion of a matter on a schedule attached hereto with respect to a representation or warranty that addresses matters being material or having a Material Adverse Effect shall not be deemed to establish any materiality standard and shall not be deemed an indication that such matter is material or does, or may, have a Material Adverse Effect. Likewise, the inclusion of a matter on a Schedule to this Agreement in relation to a representation or warranty shall not be deemed an admission of liability or an indication that such matter necessarily would, or may, breach such representation or warranty absent its inclusion on such Schedule. Matters may be set forth on a Schedule for information purposes only, do not necessarily include other matters of a similar nature and shall not expand the scope of the representations and warranties set forth in this Agreement. Any matter set forth in any Schedule shall be deemed to be disclosed for each other Schedule to the extent it is reasonably apparent that such disclosure is applicable to such other Schedule.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller, as of the Execution Date and the Closing Date or such other date as may be expressly provided below in this **Article VIII**, as follows:

8.1 Organization, Existence, and Qualification. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the Laws of the State of Louisiana. Subject to entry of the Sale Order, Purchaser has all requisite power and authority to own and operate its property and to carry on its business as now conducted. Purchaser is duly licensed or qualified to do business, and is in good standing, in the State of Texas. Purchaser is duly licensed or qualified to do business, and is in good standing, in each other jurisdiction in which it carries on business or owns assets and such qualification is required by Law, except where the failure to be so qualified would not have a material adverse effect upon the ability of Purchaser to consummate the transactions contemplated by this Agreement.

8.2 Authority, Approval, and Enforceability. Purchaser has, subject to entry of the Sale Order, full power and authority to enter into and perform this Agreement and the Transaction Documents to which it is a party and the transactions contemplated herein and therein. Subject to entry of the Sale Order, the execution, delivery, and performance by Purchaser of this Agreement have been duly and validly authorized and approved by all necessary action on the part of Purchaser. Subject to entry of the Sale Order, this Agreement is, and the Transaction Documents to which Purchaser is a party when executed and delivered by Purchaser will be, the valid and binding obligation of Purchaser and enforceable against Purchaser in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization,

moratorium, and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

8.3 Bankruptcy. There are no bankruptcy, reorganization, or receivership Proceedings pending against Purchaser.

8.4 Brokers' Fees. Neither Purchaser nor any of its Affiliates has incurred any liability, contingent or otherwise, for brokers', finders', or similar fees in respect of the Contemplated Transactions for which Seller or its Affiliates will have any responsibility whatsoever.

8.5 No Conflicts. Subject to requisite Bankruptcy Court approval and entry of the Sale Order and assuming receipt of all consents and approvals from Third Parties applicable to the Contemplated Transactions (including any notices, filings, and consents required in connection with the Bankruptcy Case), and except as would not have a material adverse effect upon the ability of Purchaser to consummate the Contemplated Transactions or perform its obligations hereunder, the execution, delivery, and performance by Purchaser of this Agreement and the consummation of the Contemplated Transactions will not (a) conflict with or result in a breach of any provision of the Organizational Documents of Purchaser, (b) result in a default or the creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms or provisions of any note, bond, mortgage, indenture, or other similar instrument to which Purchaser is a party or by which Purchaser or any of its assets may be bound, or (c) violate any Law or Order applicable to Purchaser or any of its assets.

8.6 Consents. Except for Customary Post-Closing Consents and entry of the Sale Order, there are no consents or approvals of any Third Party that Purchaser is required to obtain in connection with the transfer of the Acquired Assets from Seller to Purchaser or the consummation of the Contemplated Transactions by Purchaser.

8.7 Litigation. There are no Proceedings pending or, to Purchaser's Knowledge, Threatened by or before any Governmental Authority against Purchaser which are reasonably likely to materially impair or delay Purchaser's ability to perform its obligations hereunder.

8.8 Financing. As of both the Execution Date and Closing, Purchaser has and will have sufficient cash or other sources of immediately available funds with which to pay the Purchase Price, consummate the Contemplated Transactions, and timely perform its obligations under this Agreement and the Transaction Documents. Purchaser acknowledges that (1) the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, (2) the failure to have sufficient funds at Closing shall constitute a material breach of this Agreement, including as specified in **Section 12.1(b)** and **Section 12.2** of this Agreement and (3) in no event shall Purchaser's inability or failure to timely perform its obligations hereunder be excused by failure to receive funds from any source.

8.9 Regulatory. Purchaser, or its applicable designee, is qualified to own and assume operatorship of the Acquired Assets in all jurisdictions where the Acquired Assets are located, and the consummation of the Contemplated Transactions will not cause Purchaser to be disqualified as such an owner or operator or to exceed any acreage limitations imposed by Law. To the extent required by any applicable Laws, Purchaser, or its applicable designee, shall, as of the Closing Date, (a) hold all Permits, lease bonds, and any other surety or similar requirements as may be required by, and in accordance with, all applicable Laws governing the ownership and operation of the Acquired Assets and (b) have filed any and all required reports necessary for such ownership and operation with all Governmental Authorities having jurisdiction over such ownership and operation.

8.10 Independent Evaluation. Purchaser is sophisticated in the evaluation, purchase, ownership, and operation of oil and gas properties and related facilities, and has retained and taken advice concerning the Acquired Assets, the Assumed Liabilities, and the Contemplated Transactions from attorneys, advisors, and consultants that are knowledgeable about the oil and gas business and the Laws applicable to the Acquired Assets, the Assumed Liabilities, and the Contemplated Transactions. Purchaser has been afforded a reasonable and appropriate opportunity to (a) inspect the Acquired Assets, (b) visit the offices of Seller, and (c) review and examine the Data Room (and the contents therein), the Acquired Data, the Acquired Records, and the other documents and materials requested by Purchaser or its authorized representatives or advisors with respect to the Acquired Assets and Assumed Liabilities (the materials referenced in this clause (c), collectively, the “**Background Materials**”). Purchaser (i) has made all such reviews and inspections of the Acquired Assets and Background Materials as Purchaser has deemed necessary or appropriate to enter into this Agreement, and (ii) has or will have made as of Closing all such reviews and inspections of the Acquired Assets and Background Materials as Purchaser deems necessary or appropriate to consummate the Contemplated Transactions. In making its decision to enter into this Agreement and consummate the Contemplated Transactions, Purchaser has relied solely on the terms of this Agreement and its own independent investigation and evaluation of the Acquired Assets and the advice of its own legal, Tax, economic, environmental, engineering, geological, and geophysical advisors, and not on any comments, statements, projections, or other material made or given by any Entity Representative or consultant of Seller or any of its respective Affiliates. Except as expressly provided in this Agreement, the Seller Parties shall not have any Liability to Purchaser or any other Purchaser Party arising out of or resulting from any authorized or unauthorized use, disclosure, or reliance on the Background Materials or other information and data relating to the Acquired Assets or the Assumed Liabilities provided by or on behalf of Seller or any other Seller Party.

8.11 Accredited Investor. Purchaser is an “accredited investor,” as such term is defined in Regulation D of the Securities Act of 1933, as amended, and will acquire the Acquired Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Laws, or any other applicable securities Laws. Purchaser has such knowledge, sophistication, and experience in business and financial matters and in the ownership and operation of oil and gas properties and assets that Purchaser is capable of evaluating the merits and risks of the acquisition of the Acquired Assets, and has so evaluated the merits and risks of such acquisition. Purchaser is able to bear the economic risk of its acquisition of the Acquired Assets, and is able to afford a complete loss of such investment. **PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY FEDERAL, STATE, OR FOREIGN AGENCY HAS PASSED UPON THE ACQUIRED ASSETS OR MADE ANY FINDING OR DETERMINATION AS TO THE FAIRNESS OF AN INVESTMENT IN THE ACQUIRED ASSETS OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURES MADE TO PURCHASER, AND, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE XII, PURCHASER WAIVES ITS RIGHT OF RESCISSION AND IS NOT ENTITLED TO CANCEL, TERMINATE, OR REVOKE THIS AGREEMENT FOR ANY REASON.**

ARTICLE IX CERTAIN COVENANTS AND AGREEMENTS

9.1 Conduct of Business Prior to Closing.

(a) **Operational Covenants.** Except for any operation or action that is (1) described in Schedule 9.1 or undertaken pursuant to any AFE described in Schedule 7.14, (2) required pursuant to the terms of any Acquired Lease or Acquired Contract, pursuant to applicable Law (including the Bankruptcy Code), or to respond to an Order or request of any Governmental Authority (including any Order of the Bankruptcy Court), (3) reasonably appropriate in the event of an emergency to protect life, property, or the environment, and/or (4) otherwise expressly contemplated by this Agreement or consented to in writing by

Purchaser (which consent shall not be unreasonably delayed, withheld, or conditioned), Seller taking into account Seller's status as a debtor-in-possession in the Bankruptcy Case, shall, from and after the Execution Date until Closing:

(i) subject to interruptions resulting from force majeure, mechanical breakdown, and planned maintenance, use its commercially reasonable efforts, to operate or cause to be operated the Acquired Assets in the Ordinary Course of Business and in material compliance with all applicable Laws and the terms of all Acquired Leases and Acquired Contracts, and not relinquish its position as operator thereof to any Person other than Purchaser or Purchaser's designee;

(ii) maintain, or cause to be maintained, the books of account and records relating to the Acquired Assets in the usual, regular, and ordinary manner and in accordance with the usual accounting practices of Seller;

(iii) not (A) enter into an Acquired Contract that, if entered into prior to the execution of this Agreement, would have been required to be listed on **Schedule 7.13**, or extend any Material Contract, in each case, other than Acquired Contracts for the sale, exchange, transportation, gathering, treating, or processing of Hydrocarbons terminable by Seller without penalty on notice of sixty (60) days or less, or (B) terminate (unless the term thereof expires pursuant to the provisions existing therein) or materially amend the terms of any Material Contract, except Material Contracts terminable by Seller without penalty on notice of sixty (60) days or less;

(iv) not terminate (unless the term thereof expires pursuant to the provisions existing therein), materially amend, or surrender any Acquired Lease or any material rights thereunder;

(v) not transfer, sell, mortgage, pledge, hypothecate, dispose of, or abandon any material portion of the Acquired Assets other than (A) the sale and/or disposal of Hydrocarbons in the Ordinary Course of Business, (B) sales of equipment that is no longer necessary in the operation of the Acquired Assets or for which replacement equipment has been obtained, or (C) as required by applicable Law or Order;

(vi) without limiting any rights of Seller set forth in this Agreement, (A) maintain and protect Seller's interest in the IT Assets, (B) not grant to any Person any license, or enter into any covenant not to sue, with respect to any Acquired Data, and (C) notify Purchaser promptly of any infringement, misappropriation or other violation of or conflict with any Intellectual Property in connection with the Acquired Assets of which Seller becomes aware and consult with Purchaser regarding the actions (if any) to take in connection therewith;

(vii) use commercially reasonable efforts to maintain its current insurance coverage on the Acquired Properties, if any, presently furnished by unaffiliated Third Parties in the amounts and of the types presently in force; and

(viii) not commit to do any act prohibited under this **Section 9.1**.

(b) **AFEs**. With respect to any AFE received by Seller after the Execution Date and prior to Closing that is estimated to cost in excess of \$25,000 (net to Seller's interest), Seller shall forward a copy of such AFE to Purchaser within one (1) Business Day of receipt and thereafter the Parties shall consult with each other regarding whether or not Seller should elect to participate in such operation. Purchaser agrees that it will timely respond to any written request for consent pursuant to this **Section 9.1(b)**. In the event the Parties are unable to agree prior to five (5) Business Days before an election is due (unless a shorter time is reasonably required by the circumstances and such shorter time is specified

in Seller's notice) as to whether or not Seller should elect to participate in such operation, Seller's decision shall control and such operation shall be deemed to have been consented to by Purchaser.

(c) Requests for Approval. Requests for approval of any action restricted by this **Section 9.1** shall be delivered to any of the following Entity Representatives of Purchaser, each of whom shall have full authority to grant or deny such requests for approval on behalf of Purchaser: Charles T. Goodson (charlestgoodson@outlook.com).

Purchaser's approval of any action restricted by this **Section 9.1** shall not be unreasonably withheld, delayed, or conditioned and shall be considered granted in full within five (5) Business Days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) of Seller's notice to Purchaser requesting such consent, unless Purchaser notifies Seller to the contrary during that period.

(d) Other Working Interest Owners. Purchaser acknowledges that Seller owns undivided partial interests in certain of the properties comprising the Acquired Assets, and Purchaser agrees that the acts or omissions of any Third Party working interest owner or operator shall not constitute a breach of the provisions of this **Section 9.1**, nor shall any action required by a vote of working interest owners constitute such a breach so long as Seller, as applicable, has voted its interests in a manner that complies with the provisions of this **Section 9.1**.

9.2 Successor Operator. Purchaser acknowledges that it desires to succeed Seller or its Affiliates as operator of those Acquired Assets or portions thereof that Seller or its Affiliates may, as of the Closing, operate. Purchaser further acknowledges and agrees that Seller cannot and does not covenant or warrant that Purchaser or any Affiliate of Purchaser shall become successor operator of such Acquired Assets or portions thereof. Seller and Purchaser agree however that, as to the Acquired Assets that Seller or its Affiliates operates, prior to Closing they shall use their commercially reasonable efforts (at no out-of-pocket cost to Seller or any of their respective Affiliates) to have Purchaser designated, to the extent legally possible and permitted under any applicable joint operating agreements, as successor operator of such Acquired Assets effective as of the Closing, and Purchaser hereby consents and agrees to accept such designation and the responsibilities and Liabilities as the operator of such Acquired Assets.

9.3 Governmental Bonds; Guarantees. Purchaser acknowledges that none of the bonds, letters of credit, guarantees, and other forms of financial assurance, if any, posted by Seller or any of its Affiliates with Governmental Authorities and/or other Third Parties relating to any of the Acquired Assets are transferable to Purchaser. Prior to the Closing Date, Purchaser shall post, or cause to be posted, all bonds, letters of credit, credit support, and other security with all applicable Governmental Authorities and other Third Parties (meeting the requirements of such authorities and Third Parties) that (a) were put in place by Seller or any of its Affiliates relating to any of the Acquired Assets, including those set forth on **Schedule 7.18**; (b) are otherwise required under the terms of any Acquired Assets, and/or (c) are otherwise required for Purchaser (or its designee) to own and, where applicable, operate, the Acquired Assets (collectively the "**Guarantees**"). Without limiting the foregoing, Purchaser shall reasonably cooperate with Seller in order to cause Seller and its Affiliates, as applicable, to be released as of the Closing Date from all such Guarantees and, if required by the counterparty to any Guarantee, Purchaser shall provide, effective as of the Closing Date, substitute arrangements of Purchaser or its Affiliates covering all periods covered by the Guarantees, such substitute arrangements to be equivalent or better in terms of type of security and creditworthiness of the party providing the security as compared to the Guarantees. If any counterparty to any such Guarantee does not release Seller and/or any of its Affiliates, as applicable, then (i) the Parties shall nonetheless proceed with Closing, and (ii) from and after Closing, Purchaser shall indemnify Seller and its Affiliates, as applicable, against all amounts incurred by Seller and/or any of its Affiliates under such Guarantee (and all costs incurred in connection with such Guarantee). Notwithstanding anything to

the contrary contained in this Agreement, any cash placed in escrow by Seller and/or any of its Affiliates pursuant to the Guarantees must be returned to Seller, and shall be an Excluded Asset.

9.4 Consents, Preferential Rights and Tag Rights. With respect to each Consent set forth on **Schedule 7.8**, with respect to each Preferential Right set forth on **Schedule 7.9**, and with respect to each with respect to each Tag Right set forth on **Schedule 7.10**, Seller shall send to the holder of such Consent, Preferential Right or Tag Right, a copy of the motion seeking entry of the Bid Procedures Order (and, upon entry, a copy of the Bid Procedures Order and any related notices sufficiently in advance of the deadline to object to the Sale so that the period of notice complies with any applicable notice time frame pertaining to any such Consent, Preferential Right or Tag Right), which shall seek approval of a provision that any person or entity that holds a Consent, Preferential Right or Tag Right and fails to timely object to the Sale shall be forever barred from objecting to the transfer, sale, assumption, and/or assignment of Seller's right title, and interest, to and under the Acquired Assets to be sold, assumed, and/or assigned in connection with the Sale on account of its alleged Consent, Preferential Right or Tag Right. Seller shall use commercially reasonable efforts to include a provision in the Sale Order deeming all holders of any Consent, Preferential Right or Tag Right with respect to the Acquired Assets to have consented to the assignment of any Acquired Assets to the Purchaser and waived any such Consent, Preferential Right or Tag Right or any similar right or restraint with respect to such Acquired Assets.

9.5 Casualty Loss. If, after the Execution Date but prior to the Closing Date, a Casualty Loss occurs with respect to a portion of the Acquired Assets, then, notwithstanding such Casualty Loss, this Agreement shall remain in full force and effect and (a) Purchaser will nevertheless be required to close, (b) there shall be no reduction of the Base Purchase Price in respect of such Casualty Loss, and (c) upon Closing, Purchaser shall be entitled to all rights of Seller, if any, to insurance proceeds under insurance policies issued by Third Parties, to condemnation awards, and to other claims against Third Parties with respect to the Casualty Loss (excluding any Liabilities of or against any Seller Parties). Until Closing (or if no Closing occurs, termination of this Agreement), Seller shall maintain insurance coverage it currently has in effect with respect to the Acquired Properties.

9.6 Revenues. Seller shall be entitled to all amounts earned from the sale of Hydrocarbons produced prior to the Effective Time from or attributable to the Acquired Properties and, from and after Closing, Purchaser shall be entitled to all amounts earned from the sale of Hydrocarbons produced on or after the Effective Time from or attributable to the Acquired Properties, in each case, net of (a) Royalties, (b) Production Taxes, and (c) gathering, transportation, processing, and other costs, in each case, that are deducted by the purchaser of production. After the Closing, to the extent not accounted for in the Final Settlement Statement, any revenues received by Seller applicable to any post-Effective Time production of Hydrocarbons from the Acquired Properties shall be paid by Seller (or Seller shall otherwise cause such payment to be made) to Purchaser within thirty (30) days after receipt of such revenues, and any revenues received by Purchaser applicable to any pre-Effective Time production of Hydrocarbons from the Acquired Properties shall be paid by Purchaser to Seller within thirty (30) days after receipt of such revenues. Payments under this **Section 9.6** shall be grossed up to take into account any netting or set-offs by the purchaser of any such production against obligations of the recipient of such revenues that are not related to the purchase of such production. Payments under this **Section 9.6** shall not constitute an adjustment to any portion of the Purchase Price. Adjustments to the Purchase Price after the Closing shall be made only under **Section 3.5**. Notwithstanding anything herein to the contrary, nothing in this **Section 9.6** or elsewhere in this Agreement shall prohibit or prevent Seller from ceasing operations or winding up its affairs following Closing.

9.7 Suspense Accounts. At the Closing, without duplication of any adjustment pursuant to **Section 3.3(b)(iv)**, Seller shall transfer or shall cause to be transferred to Purchaser any and all suspense accounts maintained by Seller or its Affiliates for monies payable to Third Party owners of working interests

or Royalties in respect of past production of Hydrocarbons from the Acquired Wells. At the Closing, Purchaser shall assume full and complete Liability and responsibility for maintaining and administering all such suspense accounts, for the proper handling and payment of all revenues held in suspense and attributable to production from the Acquired Properties (including the Suspense Funds), and for compliance with all applicable unclaimed property Laws (the “*Assumed Suspense Liabilities*”).

9.8 Confidentiality. Purchaser acknowledges that, pursuant to its access to the Acquired Records, Acquired Assets, and other information, Purchaser will become privy to confidential and other information of Seller and its Affiliates, and agrees that such information and the terms and provisions of this Agreement shall be held confidential by Purchaser and its Entity Representatives in accordance with the terms of the Confidentiality Agreement. The Confidentiality Agreement shall remain in full force and effect in accordance with its terms; *provided, however*, if Closing should occur, then the Confidentiality Agreement shall terminate save and except as to the following (as to all of which the Confidentiality Agreement shall extend and remain in full force and effect following Closing): (a) information related to the Excluded Assets and (b) information related to assets other than the Acquired Assets.

9.9 Public Announcements. Neither Seller nor Purchaser shall make any press release or other public announcements concerning the transaction contemplated by this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. If either Seller or Purchaser desire to make a public announcement, then such Party shall first give the other such Party twenty-four (24) hours written notification of its desire to make such a public announcement. The written notification shall include (a) a request for consent to make the announcement and (b) a written draft of the text of such public announcement. Nothing contained herein shall prohibit any Party from issuing or making a public announcement or statement (or require the consent of the other party) if such Party deems it necessary to do so in order to comply with any applicable Law, or any applicable rules, regulations, or Orders of any Governmental Authority having jurisdiction, or with disclosure requirements of applicable securities Laws, regulations promulgated thereunder, the Securities and Exchange Commission, or any applicable stock exchanges, *provided that* such Party provides the other Party with a written draft of the text of such public announcement prior to issuing or making such public announcement (which may be less than twenty-four (24) hours in advance thereof). Nothing in this **Section 9.9** shall prohibit either Party from making any filings or public statements in the Bankruptcy Case that it determines are necessary or advisable to consummation of the Contemplated Transactions.

9.10 Record Retention. After the Closing Date, Purchaser shall provide to Seller and its Affiliates (after reasonable notice and during normal business hours and without charge to Seller other than the costs of copying, if any) reasonable access to, including the right, at no charge, to make copies of or receive electronic copies of, all Acquired Records included in and otherwise related to the Acquired Assets and shall preserve such Acquired Records until the later of (i) such period as shall be consistent with Purchaser’s records retention policy in effect from time to time, (ii) the retention period required by applicable Law, (iii) the conclusion of all bankruptcy Proceedings relating to the Bankruptcy Case and (iv) in the case of Acquired Records relating to Taxes, the expiration of the statute of limitations applicable to such Taxes. Such access shall include access to any Acquired Records in electronic form to the extent reasonably available. Purchaser acknowledges that Seller has the right to retain originals or copies of all of Acquired Records included in or related to the Acquired Assets for periods prior to the Closing.

9.11 Breaches Before Closing. During the period prior to Closing, each Party (the “*Notifying Party*”) shall notify the other Party promptly after the Notifying Party obtains Knowledge that any representation or warranty of the other Party contained in this Agreement is untrue or will be untrue as of the Closing Date or that any covenant or agreement to be performed or observed by the other Party prior to or on the Closing Date has not been or will not be so performed or observed.

9.12 Amendment of Schedules. The Parties agree Seller shall have the right until Closing to freely amend **Schedule 9.13(c)(i)** and **Schedule 9.13(c)(ii)** in accordance with **Section 9.13**. Purchaser agrees that, with respect to the representations and warranties of Seller contained in this Agreement, Seller shall have the continuing right (but not the obligation) until the date that is two (2) Business Days prior to Closing to create new, or correct, supplement, or amend existing, Schedules to their representations and warranties with respect to any matters hereafter arising or discovered which, if existing or known at the Execution Date or thereafter, would have been required to be set forth or described in such Schedules. For purposes of determining whether the conditions set forth in **Section 10.3** have been fulfilled, the Schedules to Seller's representations and warranties contained in this Agreement shall be deemed to include only that information contained therein on the Execution Date and shall be deemed to exclude all information contained in any such new Schedule or addition, supplement, or amendment to an existing Schedule delivered by Seller after execution of this Agreement and at or prior to Closing.

9.13 Executory Contracts and Cure Costs.

(a) At the Closing, Purchaser shall pay in cash, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, any and all cure and reinstatement costs or expenses that are required to be paid under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of the Acquired Contracts (the "**Cure Costs**"). For the avoidance of doubt, the payment of any Cure Costs called for by this Agreement shall be made by Purchaser in cash (at Closing, except as otherwise provided above in this **Section 9.13**) and shall be in addition to the Purchase Price, but in no event shall Purchaser be required to make any payment of Cure Costs for, and shall not assume any Liabilities with respect to, any contract or agreement that is not an Assumed Executory Contract.

(b) **Schedule 9.13(b)** sets forth a list (prepared using Seller's good faith and reasonable efforts) of all executory contracts, agreements, obligations and undertakings that, to the Knowledge of Seller, cover, are attributable to, or relate to any of the Acquired Assets or to the Operations on or applicable to the Acquired Properties and which are binding on Seller, its Affiliates, or any of the Acquired Assets, but excluding Acquired Leases, Acquired Surface Interests, Permits, and the Field Office (each, an "**Executory Contract**") and Seller's good faith estimate of the amount of the Cure Costs payable in respect of each such Executory Contract (and if no Cure Cost is estimated to be payable in respect of any particular Executory Contract, the amount of such Cure Cost designated for such Executory Contract shall be "\$0.00"). Seller shall have the continuing right (but not the obligation) until the Closing to correct, supplement, or amend **Schedule 9.13(b)** with respect to any additional Executory Contracts or change in Cure Costs that Seller identifies and notifies Purchaser of pursuant to **Section 9.13(f)**.

(c) Subject to Purchaser's rights under **Section 9.13(d)** below to subsequently amend such designations: (i) **Schedule 9.13(c)(i)** sets forth the Executory Contracts to be assumed by Seller and assigned to Purchaser at the Closing (the "**Assumed Executory Contracts**"), which shall be Acquired Contracts, subject to the remaining provisions of this **Section 9.13** and the terms of **Section 2.2** and **Section 2.3**, and (ii) **Schedule 9.13(c)(ii)** sets forth the Executory Contracts to be excluded from the Contemplated Transactions and not assigned to Purchaser at the Closing (the "**Excluded Executory Contracts**"), which Excluded Executory Contracts shall be Excluded Assets, subject to the remaining provisions of this **Section 9.13**. Seller shall provide sufficient notice under the Bankruptcy Code and local rules of the Bankruptcy Court to all non-Seller counterparties to the Assumed Executory Contracts of its intention to assume and assign and Purchaser's intention to assume the applicable Assumed Executory Contract, which notice will include a schedule of Cure Costs.

(d) Subject to the Bid Procedures Order and **Section 9.13(f)**, at any time prior to 5:00 p.m., Houston, Texas time, on the date that is two (2) Business Days prior to Closing (the "**Designation Deadline**"), Purchaser shall have the right, which may be exercised in Purchaser's sole discretion, to

provide written notice (each, a “*Contract Notice*”) to Seller of Purchaser’s election to designate any Executory Contract: (i) that Purchaser previously designated as an Assumed Executory Contract as instead an Excluded Executory Contract, and upon such designation such Executory Contract shall constitute an Excluded Executory Contract and shall cease to constitute an Assumed Executory Contract; or (ii) that Purchaser previously designated as an Excluded Executory Contract as instead an Assumed Executory Contract and upon such designation such Executory Contract shall constitute an Assumed Executory Contract.

(e) If, at any time after the Designation Deadline, the Cure Costs fixed by the Bankruptcy Court for any Executory Contract then designated as an Assumed Executory Contract are (i) greater than the amount set forth on the initial schedule of Cure Costs filed by Seller with the Bankruptcy Court prior to the Designation Deadline and (ii) are not consented to by Purchaser, then Purchaser shall be permitted, no later than 5:00 p.m., Houston, Texas time, on the date that is the earlier of: (x) two (2) Business Days after entry of the Order by the Bankruptcy Court setting such Cure Costs, and (y) two (2) Business Days prior to the Closing, to provide Seller a Contract Notice of Purchaser’s election to revoke its designation of such Executory Contract as an Assumed Executory Contract and thereupon such Executory Contract shall be an Excluded Executory Contract and Excluded Asset.

(f) In the event that Seller identifies (whether before or after the Designation Deadline) any additional Executory Contracts that were not previously identified as such, Seller shall promptly notify Purchaser of (i) such additional Executory Contracts and (ii) Seller’s good faith estimate of the amount of the Cure Costs payable in respect of each such Executory Contract. Purchaser shall designate each such additional Executory Contract described in the immediately preceding sentence as an Assumed Executory Contract or Excluded Executory Contract pursuant to this **Section 9.13**, notwithstanding the passage of the Designation Deadline, no later than 5:00 p.m., Houston, Texas time, on the date that is the later of: (x) two (2) Business Days after Purchaser receives notice of such additional Executory Contract, and (y) two (2) Business Days prior to the Sale Hearing.

(g) The Parties shall amend **Schedule 7.13**, **Schedule 9.13(c)(i)**, and **Schedule 9.13(c)(ii)** to reflect changes made pursuant to this **Section 9.13**.

(h) If Purchaser exercises its rights in this **Section 9.13** to designate an Executory Contract as an Excluded Executory Contract, there shall be no reduction in the Purchase Price as a result of such designation or change in designation.

(i) With respect to each Assumed Executory Contract, Purchaser shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Purchaser of each such Assumed Executory Contract. Purchaser agrees that it will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Executory Contracts, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information, and other documents or information for filing with the Bankruptcy Court and making Purchaser’s Entity Representatives available to testify before the Bankruptcy Court.

9.14 Bankruptcy Court Approval.

(a) Seller and Purchaser acknowledge that this Agreement, the sale of the Acquired Assets, and the assumption and assignment of the Acquired Contracts and Acquired Leases are subject to Bankruptcy Court approval. Seller and Purchaser acknowledge that (i) to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Acquired Assets, and that such demonstration shall include giving notice of the Contemplated Transactions

to creditors and other interested parties pursuant to the Bid Procedures Order, and (ii) Purchaser must provide adequate assurance of future performance as required by the Bankruptcy Code under the to-be-assigned Acquired Leases and Acquired Contracts. Accordingly, and notwithstanding anything to the contrary, Purchaser agrees and acknowledges that Seller will have no Liability to Purchaser pursuant to this Agreement or otherwise if Seller announces any standalone plan of reorganization or liquidation, in each case with respect to the Acquired Assets, or the Bankruptcy Court enters an order dismissing, or converting to a case under Chapter 7 of the Bankruptcy Code.

(b) In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Seller shall promptly notify Purchaser of such appeal or stay request and shall promptly provide to Purchaser a copy of the related notice of appeal or Order of stay. Seller shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such Orders.

(c) Provided Purchaser is selected as the Successful Bidder in respect of the Acquired Assets, Seller shall seek entry of the Sale Order and any other necessary Orders to consummate the Contemplated Transactions by the Bankruptcy Court as soon as reasonably practicable in accordance with the terms and conditions hereof. Purchaser and Seller understand and agree that the transactions contemplated by this Agreement are subject to approval by the Bankruptcy Court. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order. Purchaser agrees that it shall promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser of the Acquired Contracts (including any Assumed Executory Contract) and Acquired Leases, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” Purchaser under Section 363(m) of the Bankruptcy Code.

(d) Notwithstanding anything herein to the contrary, nothing in this Agreement, including this **Section 9.14**, will require any director or officer of any Seller Party to violate their fiduciary duties to such Seller Party. No action or inaction on the part of any director or officer of any Seller Party that such director or officer reasonably believes is required by their fiduciary duties to such Seller Party shall be limited or precluded by this Agreement.

9.15 Bankruptcy Court Filings. From and after the Execution Date and until the Closing or earlier termination of this Agreement, to the extent reasonably practicable under the circumstances, Seller shall use commercially reasonable efforts to: (i) provide Purchaser with drafts of any and all pleadings and proposed Orders to be filed or submitted in connection with this Agreement and the Contemplated Transactions, and (ii) make reasonable efforts to consult and cooperate with Purchaser regarding any discovery taken in connection with seeking entry of the Sale Order (including any depositions). Notwithstanding the foregoing, Seller’s inadvertent failure to comply with this **Section 9.15** (or failure to comply with this **Section 9.15** due to emergency circumstances) shall not constitute a breach of this Agreement, provided that upon discovery of such failure (or the termination of any emergency circumstance that prompted such failure), Seller shall use commercially reasonable efforts to remedy the failure to comply with this **Section 9.15**.

9.16 Bulk Sales. Purchaser and Seller hereby waive compliance with all “bulk sales,” “bulk transfer” and similar Laws that may otherwise be applicable with respect to the sale and transfer of any or all of the Acquired Assets to Purchaser.

9.17 Employee Matters. **Schedule 9.17** contains a complete list, as of the Execution Date, of all employees of Seller (or an Affiliate of any Seller) who exclusively or primarily provide services with

respect to the Acquired Assets (the “*Employees*”), together with the job title or description applicable to each Employee, and the location where such employee performs his or her employment duties. Purchaser shall before the Closing propose to each Employee an employment, independent contractor, or other working relationship on the same terms and conditions each such Employee currently has with Seller and its Affiliates. Nothing in this Agreement, expressed or implied, shall confer upon any Employees (or any of their beneficiaries or alternate payees) any rights or remedies (including any right to employment or continued employment, or any right to compensation or benefits for any period) of any nature or kind whatsoever, under or by reason of this Agreement or otherwise. Seller shall undertake commercially reasonable efforts to facilitate such pre-Closing contact with the Employees as Purchaser may desire. Purchaser shall promptly notify Seller of whether such any offers are accepted or rejected by any applicable Employee. Seller shall take no acts (and Seller shall not omit to take any acts), and Seller shall cause their Affiliates to not take any acts or omit to take any acts, that has the intent or purpose of causing any Employee who has received an offer from Purchaser not to accept such offer. With regards to any such Employee that accepts an offer of employment or otherwise engages in an independent contractor or other working relationship with the Purchaser or an Affiliate of Purchaser, Purchaser or the applicable Affiliate of Purchaser shall be responsible for any Liabilities resulting from such Employee’s employment or engagement with Purchaser or the applicable Affiliate of Purchaser, whenever occurring or otherwise arising. The provisions of this **Section 9.17** are solely for the benefit of the respective Parties to this Agreement and nothing in this **Section 9.17**, express or implied, shall confer upon any employee (or any dependent or beneficiary thereof), any rights or remedies, including any right to continuance of employment or any other service relationship with the Purchaser, Seller or any of their respective Affiliates, or any right to compensation or benefits of any nature or kind whatsoever under this Agreement. For the avoidance of doubt, nothing in this Agreement will be construed as an amendment to any employee benefit plan or any other compensation and benefit plans maintained for or provided to directors, officers or employees of Seller or their Affiliates prior to or following the Closing.

9.18 Section 754. With respect to any Tax partnership in respect of any Acquired Asset listed on **Schedule 7.6**, Seller shall reasonably cooperate as requested by Purchaser and cause each such partnership that does not currently have an election under Section 754 of the Code currently in effect to make such an election by attaching a proper written statement to the first partnership federal income Tax Return following the Closing and shall cooperate to make a Section 743(b) adjustment to reflect the purchase contemplated by the Contemplated Transactions.

9.19 AGIS Funding. For purposes of **Section 11.2(j)** or otherwise, from the Execution Date until Closing, Purchaser shall use its best efforts to provide Seller with reasonably detailed information about the equity and debt financing of Purchaser related to the acquisition of the Acquired Assets pursuant to the terms of this Agreement, including, without limitation, the identity of the applicable Third Parties and the amounts each such Third Parties have committed in equity and debt financing.

ARTICLE X CONDITIONS TO CLOSING

10.1 Mutual Conditions to Closing. The obligations of each Party to consummate the transactions provided for herein are subject, at the option of such Party, to the satisfaction on or prior to Closing of each of the following conditions (each of which may be waived by such Party (on its behalf) in its sole discretion):

(a) **Changes in Laws; Orders.** No Governmental Authority shall have enacted, issued, promulgated, or deemed applicable any Law, and no preliminary or permanent injunction or other Order will have been issued (and remain in force) by any Governmental Authority, in each case, that has the effect of permanently enjoining, making illegal, or otherwise prohibiting or preventing the consummation of the

Contemplated Transactions, and no Governmental Authority shall have Threatened to enact, issue, promulgate, make applicable, grant, or issue any such Law or Order.

(b) Sale Order. The Sale Order shall: (i) have been entered by the Bankruptcy Court and shall have become a Final Order, (ii) be in full force and effect, and (iii) not be stayed, reversed, or vacated.

10.2 Seller's Conditions to Closing. The obligations of Seller to consummate the transactions provided for herein are subject, at the option of Seller, to the satisfaction on or prior to Closing of each of the following conditions (each of which may be waived by Seller in its sole discretion):

(a) Representations and Warranties. Each of the representations and warranties of Purchaser contained herein (i) that are qualified by the term "material" or contain terms such as "material adverse change", "material adverse effect", or other terms of similar import or effect (whether or not capitalized) shall be true and correct as of the Closing Date as though such representations and warranties were made at such time (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), and (ii) that are not so qualified shall be true and correct in all material respects as of the Closing Date as though such representations and warranties were made at such time (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date).

(b) Performance. Purchaser will have performed or complied, in all material respects, with all obligations, agreements, and covenants contained in this Agreement as to which performance or compliance by Purchaser is required prior to or on the Closing Date.

(c) Closing Deliverables. Purchaser shall be ready, willing, and able to deliver to Seller at the Closing the documents and items required to be delivered by Purchaser under **Section 11.2**.

10.3 Purchaser's Conditions to Closing. The obligations of Purchaser to consummate the transactions provided for herein are subject, at the option of Purchaser, to the satisfaction on or prior to Closing of each of the following conditions (each of which may be waived by Purchaser in its sole discretion):

(a) Representations and Warranties. Except for any and all breaches and inaccuracies resulting from or based upon matters of which Purchaser has Knowledge as of the Execution Date, each of the representations and warranties of Seller contained herein (i) that are qualified by the term "material" or contain terms such as "material adverse change", "material adverse effect", or other terms of similar import or effect (whether or not capitalized) shall be true and correct as of the Closing Date as though such representations and warranties were made at such time (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), and (ii) that are not so qualified shall be true and correct in all material respects as of the Closing Date as though such representations and warranties were made at such time (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date); *provided, however*, in the event of a breach of or inaccuracy in the representations and warranties of Seller set forth in this Agreement, the condition set forth in this **Section 10.3(a)** shall be deemed satisfied unless the effect of all breaches of or inaccuracies in Seller's representations and warranties (excluding breaches or inaccuracies resulting from or based upon matters of which Purchaser has Knowledge as of the Execution Date) taken together results in a Material Adverse Effect.

(b) Performance. Seller will have performed or complied, in all material respects, with all obligations, agreements, and covenants contained in this Agreement as to which performance or compliance by Seller is required prior to or on the Closing Date.

(c) Closing Deliverables. Seller shall be ready, willing, and able to deliver (or, as applicable, cause to be delivered) to Purchaser at the Closing the documents and items required to be delivered by Seller under **Section 11.2**.

(d) Sale Order. The Sale Order: (i) shall have become final and non-appealable, (ii) shall not have been reversed, stayed, vacated, and as to which the time to appeal or seek certiorari or move for a vacate, new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a vacatur, new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the Order was appealed or from which certiorari was sought or the vacatur, new trial, reargument or rehearing shall have been denied or resulted in no modification of such Order, and (iii) shall not have been amended, supplemented or otherwise modified without the consent of Purchaser (which consent shall not be unreasonably withheld, conditioned, or delayed).

ARTICLE XI CLOSING

11.1 Date of Closing. Subject to the conditions set forth in this Agreement, the purchase and sale of the Acquired Assets pursuant to this Agreement (the “**Closing**”) shall be conducted electronically (by email or other electronic means) to the extent reasonably possible, but if necessary shall be held at the offices of Porter Hedges, LLP, counsel to Seller, located at 1000 Main Street, Suite 3600, Houston, Texas 77002, or at such other location as the Parties mutually agree in writing, at 10:00 a.m. Houston, Texas time on the later of (a) two (2) Business Days after the satisfaction or waiver of the conditions to Closing in **Article X**, or (b) any other date mutually agreed to by the Parties; or (c) April 11, 2025. The date Closing actually occurs shall be the “**Closing Date**”.

11.2 Closing Obligations. At Closing, the following documents shall be delivered and the following events shall occur, the execution of each document and the occurrence of each event being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) Assignment; Mineral Deed; Surface Deed. Seller and Purchaser shall duly execute, acknowledge, and deliver the Assignment, Mineral Deed and Surface Deed in sufficient counterparts to facilitate recording in the applicable counties where the Acquired Assets are located. Seller and Purchaser shall deliver to each other a Transition Services Agreement substantially in the form of **Exhibit H**.

(b) Additional Assignments and Assumptions; Official Forms. Seller and Purchaser shall duly execute, acknowledge, and deliver such other assignments, assumptions, bills of sale, or deeds necessary to transfer the Acquired Assets to Purchaser and for Purchaser to assume the Assumed Liabilities, including any conveyances on official forms of relevant Governmental Authorities and related documentation necessary to transfer the Acquired Assets to Purchaser, and for Purchaser to assume the Assumed Liabilities in accordance with this Agreement and the requirements of Law.

(c) Preliminary Settlement Statement. Seller shall deliver the Preliminary Settlement Statement to Purchaser.

(d) Closing Payment. Purchaser shall deliver the Closing Payment to Seller by wire transfer of immediately available funds as provided in **Section 3.4(b)**.

(e) Cure Costs. Purchaser shall pay to Seller the Cure Costs for which Purchaser is responsible under **Section 9.13** by wire transfer of immediately available funds to an account or accounts designated in writing by Seller to Purchaser.

(f) Evidence of Replacement Credit. Purchaser shall deliver to Seller evidence of Purchaser or its Affiliates having posted or replaced all Guarantees referenced in **Section 9.3** with all applicable Governmental Authorities (including the Texas Railroad Commission).

(g) Change of Operator Forms. Seller shall (or, as applicable, shall cause its Affiliate to), and Purchaser shall, duly execute federal and state change of operator forms with respect to those Acquired Assets that are to be operated by Purchaser or its designee after the Closing.

(h) Closing Certificates. Purchaser shall deliver to Seller a certificate duly executed by an officer of Purchaser substantially in the form of **Exhibit F-1** as to the satisfaction of the closing conditions set forth in **Sections 10.2(a)** and **10.2(b)**, and Seller shall deliver to Purchaser a certificate duly executed by an officer of Seller substantially in the form of **Exhibit F-2** as to the satisfaction of the closing conditions set forth in **Sections 10.3(a)** and **10.3(b)**.

(i) Non-Foreign Affidavit. Seller (or, if Seller is treated as an entity disregarded as separate from its regarded tax owner for U.S. federal Income Tax purposes, the Person that is treated as its regarded tax owner for such purposes) shall deliver to Purchaser an affidavit of non-foreign status that meets the requirements set forth in Treasury Regulation § 1.1445-2(b)(2) substantially in the form of **Exhibit G**.

(j) Nexus Waiver and Release. Unless none of Nexus Energy, LLC, its Affiliates or representatives are providers of equity or debt financing for Purchaser, Purchaser shall deliver to Seller a waiver and release in a form reasonably satisfactory to Seller, executed by Nexus Energy, LLC, fully and unconditionally waiving and releasing all Claims by Nexus Energy, LLC, its Affiliates and representatives against Seller, its Affiliates and representatives arising or relating to the attempted sale of the Acquired Assets to Nexus Energy, LLC, including, without limitation, all (i) Claims (including the right to receive a return of the deposit from Seller) arising out of that certain Purchase and Sale Agreement dated January 27, 2025 between Nexus Energy, LLC and Seller and (ii) any potential Claims described in the Nexus Letter.

(k) Other Deliveries. Seller and Purchaser shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any other agreements, instruments, and documents that are required by other terms of this Agreement to be executed, acknowledged, and/or delivered at or by Closing.

11.3 Records; Administrative Assistance. In addition to the obligations set forth under **Section 11.2** above, no later than ten (10) days following the Closing Date, Purchaser (at its sole cost and expense) shall take possession of the Acquired Records (in the format currently maintained by Seller) from Seller's offices during normal business hours. Seller may retain copies of the Acquired Records. Seller shall have no obligation and shall incur no Liability in connection with the transfer of the Records from Seller to Purchaser. From and after the Closing until the conclusion or dismissal of the Bankruptcy Case, or the date on which a confirmed plan becomes effective, Purchaser will provide Seller and its Affiliates (at no cost to Seller or its Affiliates) with access to the IT Assets and administrative assistance reasonably requested in connection with the completion and dismissal of the Bankruptcy Case, whether such assistance relates to the Acquired Assets or any other assets of Seller or its Affiliates. Purchaser shall remove any information or data from the IT Assets Seller reasonably concludes is confidentiality or subject to attorney-client privilege.

11.4 Risk of Loss. As of the consummation of the Closing, beneficial ownership and the risk of loss of the Acquired Assets will pass from Seller to Purchaser effective from and after the Effective Time.

ARTICLE XII TERMINATION

12.1 Termination. This Agreement and the transactions contemplated herein may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Parties;
- (b) by Seller, if Purchaser has materially breached this Agreement and such breach causes any of the conditions to Closing set forth in **Section 10.2** not to be satisfied (or, if prior to Closing, is of such a magnitude or effect that it will not be possible for such condition to be satisfied) Purchaser shall have no right to cure such breach and Seller's right to terminate pursuant to this **Section 12.1(b)** shall be immediate;
- (c) by Purchaser, if Seller has materially breached this Agreement and such breach causes any of the conditions to Closing set forth in **Section 10.3** not to be satisfied (or, if prior to Closing, is of such a magnitude or effect that it will not be possible for such condition to be satisfied); *provided, however*, in the case of a breach that is capable of being cured, other than and excluding any willful breach by Seller, Seller shall have until 5:00 p.m. Houston, Texas time on the earlier of the Outside Date and the date that is ten (10) Business Days following receipt of notice thereof to cure such breach, and termination under this **Section 12.1(c)** shall not become effective unless Seller fails to cure such breach prior to the end of such period;
- (d) by either Seller or Purchaser, if the Closing has not occurred on or before 5:00 p.m. Houston, Texas time on April 11, 2025 (the "**Outside Date**");
- (e) by either Seller or Purchaser, if (i) the Bankruptcy Court shall enter an order approving a Competing Transaction and (ii) such Competing Transaction is consummated;
- (f) by Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code;
- (g) by either Seller or Purchaser, if the Bankruptcy Court entered an Order dismissing, or converting to a case under Chapter 7 of the Bankruptcy Code, the Bankruptcy Case, where such order was not requested, encouraged or supported by such Party seeking to terminate this Agreement pursuant to this **Section 12.1(g)**;
- (h) by Purchaser, if the Sale Order is revoked or rescinded, or modified or amended in any respect, without the consent of Purchaser (which consent shall not be unreasonably withheld, conditioned, or delayed), and the Order revoking, rescinding or modifying the Sale Order shall not have been reversed or vacated within fourteen (14) days after the entry thereof;
- (i) by either Seller or Purchaser, if Seller withdraws or seeks authority to withdraw the Sale Motion at any time after the filing thereof, or announce any standalone plan of reorganization or liquidation, in each case with respect to the Acquired Assets; provided, however, neither Seller nor Purchaser (the "**Precluded Party**") shall have the right to terminate this Agreement (i) pursuant to **Section 12.1(b)** or **Section 12.1(c)**, if such Party is at such time in material breach of any of its representations, warranties, covenants, or agreements contained in this Agreement; or

(j) pursuant to **Section 12.1(d)**, if the other Party (A) is at such time not in material breach of any of its representations, warranties, covenants, or agreements contained in this Agreement, (B) is at such time entitled to terminate this Agreement pursuant to **Section 12.1(b)** or **Section 12.1(c)**, as applicable, and (C) has elected to so terminate this Agreement by delivering written notice thereof to the Precluded Party on or prior to the date on which the Precluded Party first notifies in writing of its intent to terminate pursuant to **Section 12.1(d)**.

12.2 Effect of Termination. In the event of termination, written notice thereof will be given to the other Party specifying the provision pursuant to which such termination is made. If this Agreement is terminated pursuant to any provision of **Section 12.1**, then, except as provided in this **Section 12.2** and except for the provisions of **Article I**, **Section 4.1(d)**, **Section 4.2(b)**, **Section 4.3(c)**, **Section 4.3(d)**, **Section 4.4**, **Section 9.8**, **Section 12.3**, **Section 14.7**, and **Article XV** (other than **Sections 15.3(b)**, **15.17**, **15.18**, and **15.19**), this Agreement shall forthwith become void and of no further force or effect and the Parties shall have no liability or obligation hereunder and Seller shall thereafter be free to market, negotiate with and sell the Acquired Assets to any Third Party. If this Agreement is terminated by Seller pursuant to **Section 12.1(b)**, then Seller shall have the right, as its sole and exclusive remedy and in lieu of all other damages, to terminate this Agreement pursuant to **Section 12.1(b)** and, in connection therewith, retain the Deposit as liquidated damages (and not as a penalty), free and clear of any claims thereon by Purchaser. **THE PARTIES ACKNOWLEDGE THAT THE EXTENT OF DAMAGES TO SELLER OCCASIONED BY SUCH DEFAULT, FAILURE, INABILITY, OR REFUSAL BY PURCHASER WOULD BE IMPOSSIBLE OR EXTREMELY IMPRACTICAL TO ASCERTAIN AND THAT THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES.** If this Agreement is terminated by either Seller or Purchaser for any reason other than as set forth in **Section 12.1(b)**, then Purchaser shall have no liability or obligation hereunder as a result of such termination, and the Deposit shall be returned to Purchaser via wire transfer of immediately available funds within three (3) Business Days of the date that this Agreement is terminated.

12.3 Return of Documentation and Confidentiality. In addition to any obligations under the Confidentiality Agreement, upon termination of this Agreement, Purchaser shall promptly return or destroy (and provide written certification of such destruction) to Seller all title, engineering, geological and geophysical data, environmental assessments and/or reports, maps, documents, and other information furnished by any Seller Party to any Purchaser Party or prepared by or on behalf of Purchaser in connection with its due diligence investigation of the Acquired Assets and the Purchaser Parties shall not retain any copies, extracts, or other reproductions in whole or in part of such documents and information. An officer of Purchaser shall certify, on behalf of Purchaser (and not in his or her individual capacity), Purchaser's compliance with this **Section 12.3** to Seller in writing.

ARTICLE XIII TAX MATTERS

13.1 Apportionment.

(a) **Straddle Period.** All Property and Production Taxes attributable to the ownership or operation of the Acquired Assets for any taxable period that begins prior to and ends at or after the Effective Time (a "**Straddle Period**") shall be reflected as a Base Purchase Price adjustment under **Section 3.3**, and apportioned between Purchaser, on the one hand, and Seller, on the other hand, as of the Effective Time, (i) in the case of Property Taxes that are ad valorem, property, or other similar Property Taxes imposed on a periodic basis and that are not based upon or related to sales or receipts or imposed on a transactional basis, based on the number of days in the Straddle Period that occurred before the Effective Time (in the case of Seller) and on or after the Effective Time (in the case of Purchaser), (ii) in the case of Production Taxes that are Hydrocarbon taxes based on actual production or severance, and any other similar Taxes applicable to Hydrocarbons produced from or attributable to the Acquired Assets, based on the period

in which the severance or production giving rise to such Production Taxes occurred, and (iii) in the case of Property and Production Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (excluding Property and Production Taxes described in clauses (i) or (ii) of this **Section 13.1(a)**), based on the period in which the transaction giving rise to such Property and Production Taxes occurred. If the actual amount of a Property Tax or Production Tax is not determinable at the time an adjustment to the Base Purchase Price is to be made with respect to such Property Tax or Production Tax pursuant to **Section 3.3**, then (A) Seller and Purchaser shall utilize the most recent information available in estimating the amount of such Property Tax or Production Tax for purposes of such adjustment and (B) subsequent payment(s) will be made from Seller to Purchaser or from Purchaser to Seller, as applicable, thereafter (pursuant to **Section 3.5(i)** or **Section 14.1**) following determination of the actual amount of such Property Tax or Production Tax, so as to cause each of Seller, on the one hand, and Purchaser, on the other hand, to bear the amount of such Property Tax or Production Tax that is allocable to it under this **Section 13.1**.

(b) **Liability of Parties.** At the Closing, subject to **Section 13.1(a)**, Purchaser shall assume all Liability for Property and Production Taxes attributable to the ownership or operation of the Acquired Assets with respect to all taxable periods or portions thereof that begin at or after the Effective Time.

(c) **Rights of Parties.** Purchaser shall have the right to all credits and refunds pertaining to Property and Production Taxes allocated to Purchaser under this **Section 13.1**, and Seller shall have the right to all credits and refunds pertaining to Property and Production Taxes allocated to Seller under this **Section 13.1**. All credits and refunds pertaining to Property and Production Taxes attributable to the ownership or operation of the Acquired Assets with respect to a Straddle Period shall be apportioned between Purchaser, on the one hand, and Seller, on the other hand, in a manner consistent with the principles set forth in **Section 13.1(a)**.

13.2 Tax Reports and Returns. Except as otherwise provided in **Section 13.1**, Purchaser shall timely file all Tax Returns with respect to Property and Production Taxes and pay all Property and Production Taxes with respect to such Tax Returns for any Straddle Period (to the extent such Tax Returns are required to be filed after Closing) and all Tax periods that begin at or after the Effective Time. Seller shall promptly forward to Purchaser any reports or documents received by Seller or its Affiliates after the Closing that relate to the Straddle Period, and provide any information in Seller's or its Affiliates' possession or control that relate to the Straddle Period that is necessary for and provide reasonable assistance, including by making its employees, officers, and Affiliates' available, to assist Purchaser to file any Tax Returns relating to Property and Production Taxes with respect to the Straddle Period in accordance with this **Section 13.2**. Notwithstanding anything herein to the contrary, nothing in this **Article XIII** or elsewhere in this Agreement shall prohibit or prevent Seller from ceasing operations or winding up its affairs following Closing.

13.3 Transfer Taxes. To the extent not eliminated pursuant to the application of Section 1146(a) and 1146(c) of the Bankruptcy Code, the Purchase Price excludes, and Purchaser shall be liable for the entire amount of any sales, use, excise, stock, stamp, documentary, filing, recording, registration, authorization, and similar Taxes, fees, transfer fees, and charges incurred or required to be paid by any of the Seller Parties or Purchaser Parties in connection with the Contemplated Transactions ("**Transfer Taxes**"). If required by applicable Law and to the extent not eliminated pursuant to the application of Section 1146(a) and 1146(c) of the Bankruptcy Code, Seller will charge and collect any applicable sales Tax unless Purchaser provides a valid exemption or direct pay certificate. Purchaser and Seller shall cooperate with one another in the preparation of any necessary Tax Returns and other related documentation with respect to such Transfer Taxes (including any exemption certificates and forms as each may request to establish an exemption from (or otherwise reduce) or make a report with respect to Transfer Taxes).

13.4 Form 8594. Seller and Purchaser shall cooperate in the preparation of Internal Revenue Service Form 8594, pursuant to Treasury Regulation Section 1.1060-1, to report the allocation of the Purchase Price among the Acquired Assets. To the extent required by Code Section 1060 and any Treasury Regulations promulgated thereunder, any such allocations shall be consistent with the Purchase Price allocation as set forth in **Exhibit A-4**. Except as required by Law, none of the Parties (or their applicable Affiliates) shall take any position on its Tax Returns that is inconsistent with the allocation of the Purchase Price (plus other capitalized costs) as so agreed or as adjusted.

ARTICLE XIV ASSUMPTION; SURVIVAL

14.1 Assumption by Purchaser. Effective from and after Closing, Purchaser assumes and hereby agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, and discharged) all Assumed Liabilities; *provided, however*, (x) Purchaser does not assume, and the Assumed Liabilities do not include, the Excluded Liabilities; and (y) Purchaser's assumption of the Assumed Liabilities shall not in any way enlarge the rights of Third Parties relating thereto.

14.2 No Third-Party Claims. Except as set forth in **Section 9.3**, any claim under this Agreement by any current or former Purchaser Party or Seller Party must be brought and administered by the applicable Party to this Agreement. Except as set forth in **Section 9.3**, no Person other than Seller and Purchaser shall have any rights against Purchaser or Seller under the terms of this Agreement except as may be exercised on its behalf by Seller or Purchaser.

14.3 Express Negligence. THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS, AND RELEASE PROVISIONS AND THE ASSUMPTION OF THE ASSUMED LIABILITIES PROVISIONS (IN EACH CASE) PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES AND LOSSES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE GROSS, SOLE, JOINT, ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY SELLER PARTY. WITH RESPECT TO THIS AGREEMENT, BOTH PARTIES AGREE THAT THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS, AND RELEASE PROVISIONS IN THIS AGREEMENT AND THE ASSUMPTION OF THE ASSUMED LIABILITIES PROVISIONS SET OUT IN THIS **ARTICLE XIV** COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING PURCHASER TO BE RESPONSIBLE FOR THE NEGLIGENCE (WHETHER GROSS, SOLE, JOINT, ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT), STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW OF OR BY A SELLER PARTY. PURCHASER REPRESENTS TO THE SELLER (A) THAT IT HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (B) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT.

14.4 Exclusive Remedy.

(a) Notwithstanding anything to the contrary contained in this Agreement, from and after Closing, **Section 15.20** and the Special Warranty are Purchaser's sole and exclusive remedies against any Seller Party with respect to the Contemplated Transactions and the sale of the Acquired Assets, including with respect to breaches of Seller's representations, warranties, covenants, and agreements contained in this Agreement or the other Transaction Documents and all other Claims and Losses arising out of, relating to, or in connection with the Acquired Assets and/or the Assumed Liabilities.

(b) No Party or Person is asserting the accuracy, completeness, or truth of any representation and warranty set forth in this Agreement; rather the Parties have agreed that should any

representation or warranty of any Party prove inaccurate, incomplete, or untrue, the other Party shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies, or causes of action (whether in Law or in equity or whether in contract or in tort or otherwise) are permitted to any Party hereto as a result of the failure, breach, inaccuracy, incompleteness, or untruth of any such representation and warranty. No Party shall attempt to void the effect of any release set forth in this Agreement made by such Party by later arguing that at the time of the release it did not fully appreciate the extent of any Losses so released.

14.5 Survival.

(a) Except for the Special Warranty, all representations and warranties of Seller contained in **Article VII**, together with the reaffirmation thereof in the certificate delivered by Seller pursuant to **Section 11.2(h)**, and all other representations and warranties of Seller herein or in any other Transaction Document shall, in each case, expire and terminate at the Closing.

(b) All covenants and agreements of Seller contained in this Agreement shall (i) with respect to each such covenant and agreement required to be complied with or performed at or prior to the Closing, expire and terminate at the Closing, and (ii) with respect to each such covenant and agreement required to be complied with or performed after the Closing, survive the Closing and expire and terminate on the earlier of (A) such time as such covenant or agreement has been fully performed or (B) 5:00 p.m., Houston, Texas time on the Final Determination Date or, if Seller is an owing Party under **Section 3.5**, then at such time as Seller has paid such amounts to Purchaser.

(c) All of (i) the representations and warranties of Purchaser contained in this Agreement and the other Transaction Documents, together with the reaffirmation thereof in the certificate delivered by Purchaser pursuant to **Section 11.2(h)**, and (ii) the covenants, agreements and indemnities of Purchaser contained in this Agreement and the other Transaction Documents shall, in each case, survive the Closing and remain in full force and effect indefinitely.

(d) Representations, warranties, covenants, agreements, and indemnities shall be of no further force and effect after the date of their expiration, if any; *provided, however*, there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to such a representation, warranty, covenant, agreement, or indemnity prior to its expiration date.

(e) Notwithstanding anything to the contrary, nothing in this **Section 14.5** or elsewhere in this Agreement shall prohibit or prevent Seller from ceasing operations or winding up its affairs following Closing.

14.6 Waiver of Right to Rescission. Seller and Purchaser acknowledge that, following Closing, specific performance or the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for breach of the Special Warranty or any representation, warranty, covenant, or agreement contained herein or for any other claim arising in connection with or with respect to the Contemplated Transactions. As such, following Closing, Purchaser and Seller each waive any right to rescind this Agreement or any of the Contemplated Transactions.

14.7 Non-Compensatory Damages. NONE OF THE PURCHASER PARTIES NOR SELLER PARTIES SHALL BE ENTITLED UNDER THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT TO RECOVER FROM SELLER OR PURCHASER, OR THEIR RESPECTIVE AFFILIATES, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, REMOTE OR SPECULATIVE DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND (COLLECTIVELY, "**NON-COMPENSATORY DAMAGES**") ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS, EXCEPT TO THE EXTENT

ANY SUCH PARTY SUFFERS SUCH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH DEFENDING OF SUCH DAMAGES) TO A THIRD PARTY, WHICH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY'S FEES INCURRED IN CONNECTION WITH DEFENDING AGAINST SUCH DAMAGES) SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER. SUBJECT TO THE PRECEDING SENTENCE, PURCHASER, ON BEHALF OF ITSELF AND EACH OF THE PURCHASER PARTIES, AND SELLER, ON BEHALF OF ITSELF AND EACH OF THE SELLER PARTIES, WAIVE ANY RIGHT TO RECOVER ANY NON-COMPENSATORY DAMAGES ARISING IN CONNECTION WITH OR WITH RESPECT TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS. Subject to **Section 14.4**, this **Section 14.7** shall not otherwise restrict any Party's right to obtain specific performance or an injunction.

ARTICLE XV MISCELLANEOUS

15.1 Chevron Audit. The Parties hereby acknowledge and agree that, notwithstanding anything herein to the contrary, any Chevron Audit, collectively with all recoveries, costs, expenses, claims, demands, obligations, and Liabilities arising out of, based upon, or resulting from or relating to such Chevron Audit or the conclusion thereof, (a) are excluded from the scope of the transactions contemplated hereby, and (b) shall not be assigned to, or assumed by, Purchaser at the Closing or otherwise.

15.2 Legal Fees. If either Seller or Purchaser institutes a Proceeding against the other such Party relating to the provisions of this Agreement or the Contemplated Transactions, the Party to such Proceeding which does not prevail will reimburse the prevailing Party therein (regardless of whether the prevailing Party is the plaintiff or the defendant in such Proceeding) for the reasonable expenses of attorneys' fees and disbursements incurred by the prevailing Party. The applicable Governmental Authority shall be empowered to designate the prevailing party for purposes of this **Section 15.2**.

15.3 Expenses.

(a) Except as otherwise specifically provided, all fees, costs, and expenses incurred by Seller or Purchaser in negotiating this Agreement or in consummating the Contemplated Transactions shall be paid by the Person incurring the same, including, legal and accounting fees, costs, and expenses.

(b) All required documentary, filing, and recording fees and expenses in connection with the filing and recording of the assignments, conveyances, or other instruments required to convey title to the Acquired Assets to Purchaser (including the Assignment and Mineral Deed) shall be borne by Purchaser.

15.4 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all Claims or causes of action (whether in contract, tort, or based on any other legal theory) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and construed in accordance with the internal laws of the State of Texas applicable to agreements made and to be performed entirely within such State, without regard to any choice-of-law or conflicts-of-law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas.

15.5 Jurisdiction and Venue. EXCEPT AS OTHERWISE PROVIDED IN **SECTION 3.5** OR **SECTION 5.5**, ANY PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, THE INTERPRETATION OF THIS AGREEMENT OR THE OTHER

TRANSACTION DOCUMENTS, OR THE ENFORCEMENT OF ANY PROVISION OF THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS (WHETHER IN LAW, EQUITY, OR OTHER THEORY) SHALL BE BROUGHT OR OTHERWISE COMMENCED IN THE BANKRUPTCY COURT; PROVIDED THAT, IF THE BANKRUPTCY CASE IS CLOSED AND HAS NOT BEEN REOPENED AT THE REQUEST OF A PARTY, SUCH PROCEEDING SHALL BE BROUGHT OR OTHERWISE COMMENCED IN ANY STATE COURT OR THE UNITED STATES DISTRICT COURT LOCATED IN HOUSTON, TEXAS. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND THE APPELLATE COURTS THEREOF) AND AGREES NOT TO COMMENCE ANY SUCH PROCEEDING EXCEPT IN SUCH COURTS. EACH PARTY AGREES NOT TO ASSERT (BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE), AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES IN ANY SUCH PROCEEDING COMMENCED IN SUCH COURT, ANY OBJECTION OR CLAIM THAT SUCH PARTY IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SUCH COURT OR THAT SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. IF SUCH COURTS REFUSE TO EXERCISE JURISDICTION HEREUNDER, THEN THE PARTIES AGREE THAT SUCH JURISDICTION SHALL BE PROPER IN ANY COURT IN WHICH JURISDICTION MAY BE OBTAINED. EACH PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY DELIVERY OF THE COPY OF THE PROCESS PURSUANT TO THE NOTICE PROVISIONS SET FORTH IN SECTION 15.8 WITH THE SAME FORCE AND EFFECT AS IF SUCH SERVICE HAD BEEN MADE WITHIN THE STATE OF TEXAS.

15.6 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LAWSUIT, ACTION, OR PROCEEDING BETWEEN OR AMONG THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

15.7 Time of the Essence; Calculation of Time. Time is of the essence in this Agreement. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day that is a Business Day.

15.8 Notices.

(a) Addresses. All notices under this Agreement (other than those permitted or required under Section 9.1(c)) shall be in writing and shall be delivered either personally, by internationally recognized overnight courier, by electronic mail, or by registered or certified mail (return-receipt requested and postage prepaid), in any such case to the other Party at its addresses set forth below:

If to Seller: PetroQuest Energy, L.L.C.
400 E. Kaliste Saloom Road, Suite 5200
Lafayette, Louisiana 70508
Attention: Jeremy Stillings
Email: jstillings@gmail.com

With a copy to:
(which shall not
constitute notice) Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Attention: Daniel Geoghan, Jacob Frumkin and Daniel Harris
Email: dgeoghan@coleschotz.com; jfrumkin@coleschotz.com;
dharris@coleschotz.com

With a copy to: Porter Hedges LLP

(which shall not constitute notice) 1000 Main Street, 36th Floor
Houston, Texas 77002
Attention: Scott Muehlberger
Email: smuehlberger@porterhedges.com

If to Purchaser: AGIS Energy, LLC
400 E. Kaliste Saloom Road, Suite 3000
Lafayette, Louisiana 70508
Attention: Charles T. Goodson
Email: charlestgoodson@outlook.com

With a copy to: Onebane Law Firm, APC.
(which shall not constitute notice) 400 E. Kaliste Saloom Road, Suite 3000
Lafayette, Louisiana 70508
Attention: Craig A. Ryan
Email: ryanc@onebane.com

(b) When Notice Received. Any such notice shall be deemed to have been delivered and received: (i) in the case of personal delivery, on the date of actual receipt by the applicable individual designated if such receipt occurs before 5:00 p.m. Houston, Texas time on a Business Day (otherwise on the next Business Day after such receipt); (ii) in the case of electronic transmission, on the date affirmative electronic confirmation of receipt from the receiving Party has been received by the transmitting Party if such confirmation of receipt is received before 5:00 p.m. Houston, Texas time on a Business Day (otherwise on the next Business Day after such confirmation is received), *provided* that an automated response from the email account or server of the receiving Party shall not constitute an affirmative confirmation of receipt; (iii) in the case of an internationally recognized overnight courier, on the date of actual receipt by the applicable individual designated if such receipt occurs before 5:00 p.m. Houston, Texas time on a Business Day (otherwise on the next Business Day after such receipt); and (iv) in the case of mailing by registered or certified mail (return-receipt requested), on the date of actual receipt by the applicable individual designated if such receipt occurs before 5:00 p.m. Houston, Texas time on a Business Day (otherwise on the next Business Day after such receipt).

(c) Change of Address. A Party may change its notice address by notice to the other Party in accordance with this **Section 15.8.**

15.9 Entire Agreement; Conflicts.

(a) Entire Agreement. This Agreement (including the Appendix, Exhibits, and Schedules), the Confidentiality Agreement, and (when executed) the other Transaction Documents contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof, and all prior and contemporaneous negotiations, understandings, and agreements between the Parties on the matters contained herein and therein are expressly merged into and superseded by this Agreement, the Confidentiality Agreement, and (when executed) the other Transaction Documents. The provisions of this Agreement (including the Appendix, Exhibits and Schedules), the Confidentiality Agreement, and (when executed) the other Transaction Documents may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. No Party shall be liable or bound to any other Party in any manner by any representations, warranties, covenants, or agreements relating to such subject matter except as specifically set forth in this Agreement (including the Appendix, Exhibits and Schedules), the Confidentiality Agreement, and (when executed) the other Transaction Documents. There are no oral agreements between the Parties.

(b) Conflicts. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibit hereto or any other Transaction Document, the terms and provisions of this Agreement shall govern and control; *provided, however*, the inclusion in any of the exhibits hereto or any other Transaction Document of terms and provisions not addressed in this Agreement shall not be deemed a conflict, and all such additional provisions shall be given full force and effect, subject to the provisions of this Section 15.9(b).

15.10 Amendments and Waivers.

(a) Amendments. This Agreement may not be amended except by a written agreement of the Parties that is identified as an amendment to this Agreement.

(b) Waivers; Rights Cumulative. Except for waivers specifically provided for in this Agreement, rights under this Agreement may not be waived except by an instrument in writing signed by the Party to be charged with the waiver. No waiver of, or consent to a change in, or modification of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to a change in, or modification of other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The rights of Seller and Purchaser under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

15.11 Binding Effect; Assignment.

(a) Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. In the event that Purchaser sells, transfers, conveys, assigns, grants, or otherwise disposes of all or any part of the Acquired Assets, then (i) each such sale, transfer, conveyance, assignment, or other disposition shall be made expressly subject to this Agreement and each instrument of conveyance delivered in connection therewith shall explicitly state such and (ii) the assignee shall expressly assume all obligations of Purchaser arising hereunder to the extent related to the Acquired Assets so assigned. Any such sale, transfer, conveyance, assignment, or other disposition of the Acquired Assets shall not relieve Purchaser of any of its obligations under this Agreement, whether arising before or after the date of such sale, transfer, conveyance, assignment, or other disposition.

(b) Assignment. No Party may assign this Agreement or any of its rights or interests under this Agreement, or delegate any of its obligations under this Agreement, without the prior written consent of the other Party, which consent may be withheld in such other Party's sole and absolute discretion, and any attempt to do so shall be void; provided, however, that Purchaser shall have the right to assign its rights and obligations under this Agreement to any of its Affiliates or, following the Closing, to any Third Party without Seller's consent, provided, that Purchaser shall, following such assignment, remain jointly and severally liable with any such assignee for all of Purchaser's obligations under this Agreement. In the event the other Party consents to any such assignment, such assignment shall not relieve the assigning Party of any obligations and responsibilities hereunder.

15.12 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic image scan transmission in .pdf shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic image scan transmission in .pdf shall be deemed to be their original signatures for all purposes.

15.13 Third-Party Beneficiaries. This Agreement confers certain indirect rights and remedies upon the Seller Parties and the Purchaser Parties, as applicable, as set forth in **Section 4.1(d)**, **Section 9.3**, and **Section 15.15**, each of which is, subject to the terms of **Section 14.2**, an express and intended indirect third-party beneficiary of such Section and Article, *however*, no other Person (other than the Parties and their respective successors and permitted assigns) has any rights or remedies under this Agreement or is an intended beneficiary of any provision of this Agreement. Notwithstanding the foregoing: (a) the Parties reserve the right to amend, modify, terminate, supplement, or waive any provision of this Agreement or this entire Agreement without the consent or approval of the other Seller Parties or the other Purchaser Parties; and (b) no Party hereunder shall have any direct liability to any permitted third party beneficiary, nor shall any permitted third party beneficiary have any right to exercise any rights hereunder for such third-party beneficiary's benefit except to the extent such rights are brought, exercised, and administered by a Party hereto in accordance with **Section 14.2**.

15.14 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to Seller or Purchaser. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction or with respect to any event or circumstance shall not affect the validity or enforceability of such provision in any other jurisdiction or with respect to any other event or circumstance, nor shall the invalidity or unenforceability of any provision of this Agreement with respect to any Person affect the validity or enforceability of such provision with respect to any other Person.

15.15 DTPA. Purchaser certifies that it is not a "consumer" within the meaning of the Texas Business and Commerce Code, as amended and any similar Laws related to the protection of consumers applicable in any other jurisdictions (the "**DTPA**"). Purchaser covenants, for itself and for and on behalf of any successor or assignee, that, if the DTPA is applicable to this Agreement, (A) AFTER CONSULTATION WITH ATTORNEYS OF PURCHASER'S OWN SELECTION, PURCHASER HEREBY VOLUNTARILY WAIVES AND RELEASES ALL OF PURCHASER'S RIGHTS AND REMEDIES UNDER THE DTPA AS APPLICABLE TO SELLER AND SELLER'S SUCCESSORS AND ASSIGNS AND (B) PURCHASER SHALL DEFEND AND INDEMNIFY THE SELLER PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF OR BY ANY OF THE PURCHASER PARTIES OR ANY OF THEIR SUCCESSORS AND ASSIGNS BASED IN WHOLE OR IN PART ON THE DTPA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15.16 Headings; Mutuality. The headings and captions herein are inserted for convenience of reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof. The rights and obligations of each Party shall be determined pursuant to this Agreement. Seller and Purchaser have had the opportunity to exercise business discretion in relation to the negotiation of the details and terms of the transaction contemplated hereby. This Agreement is the result of arm's length negotiations from equal bargaining positions. It is the intention of the Parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party (notwithstanding any rule of Law requiring an agreement to be strictly construed against the drafting Party) and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any particular provision thereof, it being understood that the Parties to this Agreement are sophisticated and have had adequate opportunity and means to exercise business discretion in relation to the negotiation of the details of the transaction contemplated hereby and retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

15.17 Removal of Name. As promptly as practicable, but in any case within ninety (90) days after the Closing, Purchaser shall use commercially reasonable efforts to eliminate reference to the name “*PetroQuest*” and any variations or extensions of such names from the Acquired Assets, and shall have no rights to use any logos, trade names, trademarks, service marks, or other marks belonging to Seller or its Affiliates.

15.18 Further Assurances. From time to time after the Closing, Seller shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, to Purchaser, and Purchaser shall execute, acknowledge, and deliver, and cause to be executed, acknowledged, and delivered to Seller, such further documents and instruments, and take such other and further actions, as may be reasonably requested by each such Party in order to convey and deliver the Acquired Assets to Purchaser, to accomplish the orderly transfer of the Acquired Assets and operation thereof to Purchaser in the manner contemplated by this Agreement, to more effectively assure to Seller the full assumption by Purchaser of, and release of Seller from, the Assumed Liabilities, and to otherwise fully accomplish the Contemplated Transactions, in each case, subject to the terms and conditions in this Agreement. Notwithstanding anything herein to the contrary, nothing in this **Section 15.18** shall prohibit or prevent Seller from ceasing operations or winding up its affairs following Closing.

15.19 Filings, Notices, and Certain Governmental Approvals. Promptly after Closing, Purchaser shall use commercially reasonable efforts to (a) record all assignments of Acquired Assets executed at Closing in the records of the applicable Governmental Authorities, (b) if applicable, send notices to vendors supplying goods and services for the Acquired Assets and to the operator of such Acquired Assets of the assignment of such Acquired Assets to Purchaser, (c) actively pursue the unconditional approval of all applicable Governmental Authorities and other Persons of the assignment of the Acquired Assets to Purchaser, and (d) actively pursue all other consents and approvals that may be required in connection with the assignment of the Acquired Assets to Purchaser and the assumption of the Assumed Liabilities by Purchaser, that, in each case, shall not have been obtained prior to Closing. Purchaser shall take any and all action required by any Governmental Authority in order to obtain such unconditional approval, including the posting of any and all bonds or other security that may be required in excess of its existing lease, pipeline, or area-wide bond.

15.20 Specific Performance. After Closing, in the event of any actual or threatened breach of any of the covenants under this Agreement required to be performed by a Party after the Closing, the Party who is or is to be thereby aggrieved shall retain any right at law or in equity to seek specific performance and injunctive relief with respect to such breach or threatened breach of such covenants. Any requirements for the securing or posting of any bond with respect to such a remedy are waived by the Parties.

15.21 Non-Recourse Parties. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement or any other Transaction Document, each of Purchaser, on behalf of itself and its Affiliates and its and their Entity Representatives, and Seller, on behalf of itself and its Affiliates and its and their Entity Representatives, covenants, agrees, and acknowledges that no Person other than Seller (and its successors or assignees, as applicable) and Purchaser (and its successors or assignees, as applicable) has any obligation hereunder and that, neither Purchaser, its Affiliates, or its or their Entity Representatives nor Seller, its Affiliates, or its or their Entity Representatives, as applicable, have any right of recovery under this Agreement or any other Transaction Document against, and no personal liability under this Agreement or any Transaction Document shall attach to, any of Seller’s or Purchaser’s former, current, or future equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, Affiliates, or agents, any Persons who have provided or do provide debt financing or equity financing, investments, contributions, issuances, or placements in connection with any debt or equity financing, including any Persons named in any debt commitment letters, joinder agreements, indentures or credit agreements, contribution agreements, equity purchase agreements, or similar agreements entered into

in connection therewith or relating thereto, or any former, current, or future equity holder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate, or agent of any of the foregoing (collectively, each of the foregoing, but not including Seller or Purchaser, a “**Non-Recourse Party**”), through Purchaser or Seller, as applicable, or otherwise, whether by or through piercing or attempted piercing of the corporate, limited partnership, or limited liability company veil, by or through a claim by or on behalf of Purchaser or Seller, as applicable, against any Non-Recourse Party, by the enforcement of any assessment, or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise.

15.22 Liquidating Trustee. If at any time Seller liquidates its assets in the course of the Bankruptcy Case or otherwise a trustee or other representative is appointed by the Bankruptcy Court, then, at such time, any such trustee or other representative shall be entitled to exercise the rights of Seller under this Agreement.

15.23 Purchaser Release. Effective as of the Closing, Purchaser, for itself and each of its applicable successors, or assigns of any of the foregoing (each, a “**Purchaser Releasor**”), hereby irrevocably, knowingly, and voluntarily releases, discharges, and forever waives and relinquishes all claims, demands, obligations, Liabilities (including any Liability under applicable Environmental Laws), defenses, affirmative defenses, setoffs, counterclaims, actions, and causes of action of whatever kind or nature, whether known or unknown, which any Purchaser Releasor has, may have, or might have or may assert now or in the future, against Seller or any of its Affiliates or any of its or their respective former, current and future Entity Representatives of any of the foregoing, and any and all former, current and future estates, heirs, executors, administrators, trustees, successors, and assigns of any of the foregoing (each, a “**Purchaser Releasee**”) arising out of, based upon, or resulting from or relating to (i) the Acquired Assets or the Assumed Liabilities (including, but not limited to, any matters set forth in the Prior Environmental Disclosures), or (ii) the negotiation, execution, performance or consummation of this Agreement or the transactions contemplated hereby (including, for the avoidance of doubt, the transactions contemplated by this Agreement), whether or not arising under, or based upon, any Law (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages, or any other recourse or remedy). Each Purchaser Releasee to whom this **Section 15.23** applies shall be a Third Party beneficiary of this **Section 15.23**.

[Signature pages follow.]

SELLER:

PETROQUEST ENERGY, L.L.C.

By: Angelle Perret
Name: Angelle Perret
Title: CFO & Treasurer

IN WITNESS WHEREOF, Purchaser has executed this Agreement as of the Execution Date.

PURCHASER:

AGIS ENERGY, LLC

By:

Name:  _____
Charles T. Goodson

Title: President

**APPENDIX A
DEFINED TERMS**

Certain Defined Terms. As used in the Agreement, the following terms have the meanings set forth below:

“*Accounting Referee*” has the meaning specified in Section 3.5(d).

“*Accrual Basis*” means the accrual method of accounting under which obligations, expenses, costs, and benefits are regarded as attributable to the period in which the liability for the obligations, expenses, or costs is incurred, or the right to the benefits is earned, and regardless of when the foregoing are due, owing, invoiced, paid, and/or received.

“*Acquired Assets*” has the meaning specified in Section 2.2.

“*Acquired Contracts*” has the meaning specified in Section 2.2(i).

“*Acquired Data*” has the meaning specified in Section 2.2(k).

“*Acquired Leases*” has the meaning specified in Section 2.2(a).

“*Acquired Mineral Interests*” has the meaning specified in Section 2.2(c).

“*Acquired Overrides*” has the meaning specified in Section 2.2(b).

“*Acquired Personal Property*” has the meaning specified in Section 2.2(h).

“*Acquired Properties*” has the meaning specified in Section 2.2(d).

“*Acquired Records*” has the meaning specified in Section 2.2(l).

“*Acquired Surface Interests*” has the meaning specified in Section 2.2(f).

“*Acquired Wells*” has the meaning specified in Section 2.2(d).

“*AFE*” has the meaning specified in Section 7.14.

“*Affiliate*” means, with respect to a Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used in this definition, the word “*control*” (and the words “*controlled by*” and “*under common control with*”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“*Agreement*” has the meaning specified in the introductory paragraph.

“*Allocated Value*” has the meaning specified in Section 3.6.

“*Assignment*” means the Assignment, Bill of Sale and Conveyance from Seller to Purchaser substantially in the form of Exhibit C.

“Assumed Environmental Liabilities” means any and all Claims and Losses (including any civil fines and penalties, personal injury, illness, or death of any natural person, any damage to, or destruction or loss or diminution in value of, any property, and any costs and expenses for the modification, repair, or replacement of any facilities on the Lands), arising out of or relating to the Acquired Assets, the condition, ownership, maintenance, or use of the Acquired Assets, or Operations on or with respect to the Acquired Assets, by any Person, whether before, on, or after the Effective Time, in any way: (a) arising under any past, present, or future Environmental Law or any Permit issued under any past, present, or future Environmental Law, including any violation, breach, or noncompliance with any such Environmental Law or any such Permit, and contribution obligations under CERCLA; (b) arising out of or relating to the assessment, clean-up, removal, or other Remediation of any Hazardous Material or other waste or materials of any kind, including but not limited to NORM; (c) arising out of or relating to any Release of Hazardous Materials or other contamination or pollution of the Environment; (d) identified in the Prior Environmental Disclosures or (e) arising out of or related to any other Environmental Matter with respect to the Acquired Assets.

“Assumed Executory Contract” has the meaning specified in **Section 9.13(c)**.

“Assumed Liabilities” means all Claims and Losses (whether known or unknown or absolute or contingent) resulting from, arising out of or in connection with, attributable to, based upon, or relating to the following: (a) except as more precisely specified in this definition, the Acquired Assets or the use, ownership, or operation thereof to the extent attributable to the Acquired Assets or the use, ownership, operation thereof only during the period from and after the Closing Date; (b) all Liabilities for the payment of Property and Production Taxes allocated to Purchaser under **Section 13.1** (taking into account, and without duplication of, such Taxes effectively borne by Purchaser as a result of the adjustments to the Purchase Price made pursuant **Section 3.3** or **3.5** (as applicable)); (c) all Liabilities for the payment of Property Expenses to the extent attributable to the Acquired Assets or the use, ownership, or operation thereof only during the period from and after the Effective Time; (d)(i) all Assumed Suspense Liabilities; (ii) all Liabilities with respect to Production Imbalances, Pipeline Imbalances, or make-up obligations; (iii) all Plugging and Abandonment Obligations; (iv) all Casualty Losses; (v) all Cure Costs; and (vi) all Liabilities under Acquired Leases and Acquired Surface Interests, in each case of this **clause (d)**, regardless of whether such Claims or Losses are incurred or arose prior to, on or after the Closing Date; (e) all Assumed Environmental Liabilities; (f) Liabilities related to (1) the ownership or operation of the IT Assets and (2) the transfer of the Records to Purchaser, whenever incurred or arising; (h) Liabilities related to leases for office space, whenever incurred or arising; (i) the obligation to pay the Insurance Premium; and (j) Purchaser’s failure to be the operator of record with the Texas Railroad Commission from and after the Closing Date; *provided, however*, **“Assumed Liabilities”** does not include any Excluded Liabilities.

“Assumed Suspense Liabilities” has the meaning specified in **Section 9.7**.

“Background Materials” has the meaning specified in **Section 8.10**.

“Bankruptcy Case” has the meaning specified in the recitals.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101, et seq.

“Bankruptcy Court” has the meaning specified in the recitals.

“Base Purchase Price” has the meaning specified in **Section 3.1**.

“Bid Procedures” means the Bidding Procedures attached to the Bid Procedures Order as Exhibit 1.

“**Bid Procedures Order**” means the Order (A) Authorizing and Approving Bidding Procedures in Connection With the Sale of the Debtors' Assets, (B) Approving Certain Bid Protections in Connection With the Debtors' Entry Into a Stalking Horse Agreement, (C) Scheduling the Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Granting Related Relief, entered by the Bankruptcy Court in the Bankruptcy Case on December 12, 2024.

“**Business Day**” means any day other than a Saturday, Sunday, or a day on which banks in the State of Texas are authorized or obligated to close.

“**Casualty Loss**” means (a) any damage to or destruction of any Acquired Wells that occurs as a result of acts of God, fire, explosion, terrorist attack, earthquake, windstorm, flood, drought, or similar occurrence or (b) a taking in condemnation or under the right of eminent domain of any Acquired Well, in the case of each of clauses (a) and (b) of this definition, (i) solely to the extent such individual Casualty Loss event or taking occurs after the Effective Time and prior to Closing, (ii) without regard to any related insurance proceeds, and (iii) specifically excluding, for the avoidance of doubt, changes in market conditions, including product and commodities prices, the availability of supply and distribution channels, production declines, adverse conditions or changes in production characteristics, wellbore failures arising or occurring during drilling or completion, or reworking or re-completion or production operations, or any other downhole conditions of any wells, including any well watering out, or experiencing a collapse in the casing or sand infiltration, and depreciation through ordinary wear and tear.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“**Chevron Audit**” means any current or future audit, review, or inspection conducted by Seller of Chevron USA Inc. or its Affiliates, including for 2021, 2022, or any other pre-Effective Time periods.

“**Claim**” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured or any notice, claim, demand, allegation, cause of action, chose in action, or other communication alleging or asserting Liability or seeking contribution, indemnification, cost recovery, or compensation for Losses or injunctive or other equitable relief.

“**Closing**” has the meaning specified in Section 11.1.

“**Closing Amount**” has the meaning specified in Section 3.4(b).

“**Closing Date**” has the meaning specified in Section 11.1.

“**Closing Payment**” has the meaning specified in Section 3.4(b).

“**Code**” means the Internal Revenue Code of 1986.

“**Competing Transaction**” means any transaction (or series of transactions), involving the direct or indirect sale, transfer or other disposition of all or any portion of the Acquired Assets to a purchaser or purchasers other than Purchaser, including any restructuring, reorganization, merger, or other transaction of any kind, the consummation of which would be substantially inconsistent with the Contemplated

Transactions. For the avoidance of doubt, a liquidation of Seller's assets under chapter 7 of the Bankruptcy Code shall not constitute a "**Competing Transaction**".

"**Confidentiality Agreement**" means the confidentiality and non-disclosure agreement, dated as of January 24, 2025, by and between PetroQuest Energy, Inc. and Purchaser.

"**Consent**" means a consent by a Third Party required under any Acquired Lease or Acquired Contract to transfer such Acquired Lease or Acquired Contract to Purchaser pursuant to this Agreement; *provided, however*, "**Consent**" does not include (i) any Customary Post-Closing Consent, (ii) any Preferential Right or Tag Right, (iii) transfer orders and other filings and notices that are routine and customary in connection with the transfer of oil and gas assets where the Acquired Assets are located, (iv) any consent under Acquired Contracts that are terminable upon 60 days or less notice without payment of any fee, and (v) any consent or waiver required under any applicable maintenance of uniform interest provision under any joint operating agreements constituting an Acquired Contract.

"**Contemplated Transactions**" means the purchase and sale of the Acquired Assets, the assumption of the Assumed Liabilities, and the other transactions provided by this Agreement or any of the other Transaction Documents.

"**Contract**" means any and all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"**Contract Notice**" has the meaning specified in Section 9.13(d).

"**COPAS**" means the Council of Petroleum Accountant Societies of North America.

"**Covered County**" means each of Panola County, Texas and Cherokee County, Texas.

"**Cure Costs**" has the meaning specified in Section 9.13(a).

"**Customary Post-Closing Consents**" means all rights to consent by, required notices to, filings with, or other actions by Governmental Authorities in connection with the sale, disposition, transfer, or conveyance of federal, state, tribal, or other governmental oil and gas leases or interests therein or related thereto, or the transfer of operations of any wells, in each case, where the same are customarily obtained subsequent to the assignment, disposition, or transfer of such oil and gas leases or interests therein, or such operations.

"**Data Room**" means the virtual data room hosted by Detring Energy Advisors pursuant to which Background Materials and other information related to the Acquired Assets and/or Contemplated Transactions have been and are being disclosed to Purchaser's Entity Representatives and consultants.

"**Defensible Title**" has the meaning specified in Section 5.1.

"**Deposit**" has the meaning specified in Section 3.2.

"**Designation Deadline**" has the meaning specified in Section 9.13(d).

"**DTPA**" has the meaning specified in Section 15.15.

"**Due Diligence Review**" has the meaning specified in Section 4.1(a).

“Effective Time” means 12:00 a.m., Houston, Texas time on December 1, 2024.

“Employees” has the meaning specified in Section has the meaning specified in **Section 9.17**.

“Encumbrances” means any Lien, encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, encumbrance, lien, pledge, option to purchase or lease, right of first offer or refusal, conditional sale or other title retention agreement or lease in the nature thereof, preemptive right (whether statutory or contractual), Preferential Right, Tag Right, adverse claim (as defined in Section 8-102(a)(1) of the Uniform Commercial Code), any subordination arrangement in favor of another Person, security interest or agreement, easement or similar encumbrance.

“Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company, or joint stock company), firm, society, or other incorporated or unincorporated enterprise, association, organization, or entity.

“Entity Representative” means, with respect to any Entity, such Entity’s directors, partners, managers, members, stockholders, officers, employees, agents, advisors, and attorneys.

“Environment” means soil, land surface, or subsurface strata, surface waters, groundwaters, stream sediments, ambient and other air, atmosphere, plant and animal life, or other environmental medium or natural resource.

“Environmental Assessment” has the meaning specified in **Section 4.3(a)**.

“Environmental Matters” has the meaning specified in **Section 6.1**.

“Environmental Law” means any present or future Law relating to: (a) protection of human health or the Environment or workplace safety or occupational health; (b) Liability for or costs of Remediation or prevention of Releases of Hazardous Materials; (c) Liability for or costs of any other actual or future threat to human health or the Environment; (d) the manufacture, generation, processing, distribution, use, treatment, storage, disposal, recycling, removal, Remediation, recovery, reporting, management, labeling, licensing, transport, Release, handling, or control of Hazardous Materials, or (e) any wrongful death, personal injury, or property damage that is caused by or related to the handling, storage, or the presence of a Hazardous Material; including CERCLA, the Emergency Planning and Community Right to Know Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Federal Water Pollution Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Endangered Species Act, the National Environmental Policy Act, the River and Harbors Appropriation Act, and any state counterparts of the foregoing. The term **“Environmental Law”** does not include good or desirable operating practices or standards that may be voluntarily employed or adopted by other oil and gas well operators or recommended, but not required, by a Governmental Authority.

“Equipment” means all Lease Owned equipment, fixtures, physical facilities, and surface and subsurface machinery located on the Lands and used or held for use in connection with the operation, production, treating, storing, or transportation of Hydrocarbons from the Acquired Wells, including all such tanks, boilers, buildings, improvements, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, Christmas trees, derricks, platforms, separators, compressors, gun barrels, and similar items, but excluding Operating Inventory.

“*Excluded Assets*” has the meaning specified in Section 2.3.

“*Excluded Executory Contract*” has the meaning specified in Section 9.13(c).

“*Excluded Liabilities*” means any liabilities or obligations of Seller or its Affiliates, or with respect to the Acquired Assets, of any kind or nature whatsoever, other than the Assumed Liabilities, including, but not limited to, all Claims and Losses (whether known or unknown or absolute or contingent) resulting from: (a) Liabilities to Third Parties for Seller having failed to properly pay revenues owing by such Person to any Third Party Royalty owners, working interest owners, or other interest owners to the extent such revenues are attributable to sales of Hydrocarbons produced prior to the Effective Time from the Acquired Properties and were received by Seller or its Affiliates and were not remitted to Purchaser, *excluding, however*, all Assumed Suspense Liabilities; (b) Liabilities to Third Parties relating to any and all claims, demands, complaints, causes of action, suits actions and appeals, including, but not limited to, for personal injury or death to the extent attributable to Operations on the Acquired Assets conducted prior to the Closing Date by Seller or any of its Affiliates, in each case, in its capacity as operator of the Acquired Assets; (c) Liabilities to Third Parties for disposal or transportation, prior to the Closing Date, of any Hazardous Materials from the Acquired Assets to any location not on the Acquired Assets in violation of applicable Law by Seller or any of its Affiliates in its capacity as operator of the Acquired Assets; (d) Liabilities owed by Seller to any of its Affiliates to the extent such Liabilities accrued during the period prior to the Closing Date, *excluding, however*, Liabilities for goods or services furnished in the Ordinary Course of Business; (e) Liabilities for the payment of all Property Expenses attributable to the Acquired Properties or the ownership or operation thereof during the period prior to the Effective Time; (f) Liabilities for the payment of all Property and Production Taxes for which Seller is responsible under Section 13.1; (g) Taxes, other than those assumed by Purchaser pursuant to Section 13.1; (h) Liabilities with respect to the Excluded Assets or any other asset or business of Seller that is not part of the Acquired Assets; (i) Liabilities with respect to the Claims and Proceedings listed on Schedule 7.11, to the extent the claims therein related to periods prior to the Closing Date; (j) Liabilities to any owner or former owner of capital stock or warrants of Seller or any holders of Indebtedness of Seller for borrowed money; (k) Liabilities for any Claims or Losses related to the Acquired Assets or the ownership, use, or operation thereof in each case, that are discharged under the Bankruptcy Code after passage of the applicable bar date and/or pursuant to the Sale Order; (l) fines or penalties imposed or assessed on or against Seller by any Governmental Authority related to or arising out of the ownership or operation of the Acquired Assets prior to the Closing Date; (m) any Liabilities arising from or related to the termination, or rejection pursuant to Section 365 of the Bankruptcy Code, (whether an administrative expense or otherwise) of any Contract, and, except for Liabilities Purchaser is responsible for pursuant to Section 9.17, (n) Liabilities related to pension obligations, employee or labor obligation (including WARN Act and similar obligations), employee benefits or other obligations to any employee, partner, member, director or officer, whenever incurred or arising; (o) the Chevron Audit (including, but not limited to, any fees or expenses incurred in connection therewith); and (p) all other Liabilities owed to any Person by Seller to the extent incurred or arising prior to the Closing Date and not constituting Assumed Liabilities, including without limitation, any cure costs or other costs or expenses related to any Contract that is not an Assumed Executory Contract or Acquired Contract and any account payable; provided, however, nothing herein shall in any way enlarge the rights of Third Parties with respect to any of the Excluded Liabilities.

“*Execution Date*” has the meaning specified in the introductory paragraph.

“*Executory Contract*” has the meaning specified in Section 9.13(b).

“*Field Office*” has the meaning specified in Section 2.2(f).

“*Final Determination Date*” has the meaning specified in Section 3.5(g).

“Final Purchase Price” has the meaning specified in Section 3.5(g).

“Final Order” means an Order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects (without any modification or supplement) without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024 shall not cause an Order not to be deemed a “Final Order” unless such motion shall be filed within fourteen (14) calendar days of the entry of the Order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an Order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed with Closing, and (ii) any other Order that is required hereunder to be a Final Order, a Final Order shall also consist of an Order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Purchaser, in its sole and absolute discretion, elects to proceed.

“Final Settlement Date” has the meaning specified in Section 3.5(d).

“Final Settlement Disputes” has the meaning specified in Section 3.5(d).

“Final Settlement Statement” has the meaning specified in Section Error! Reference source not found.

“GAAP” means United States generally accepted accounting principles in effect as of the Execution Date, applied consistently with Seller’s application in prior periods.

“Governmental Authority” means any federal, state, local, tribal, or foreign government, court of competent jurisdiction, administrative or regulatory body, agency, bureau, commission, governing body of any national securities exchange, or other governmental authority or instrumentality in any domestic or foreign jurisdiction, and any appropriate division of any of the foregoing.

“Guarantees” has the meaning specified in Section 9.3.

“Hazardous Material” means any: (a) petroleum, waste oil, crude oil, asbestos, urea formaldehyde, per- or polyfluoroalkyl substances, or polychlorinated biphenyl; (b) waste, gas, or other substance or material that is explosive or radioactive; (c) “hazardous substance”, “pollutant”, “contaminant”, “hazardous waste”, “chemical substance”, “hazardous chemical”, or “toxic chemical” as designated, listed, or defined (whether expressly or by reference) in any statute, regulation, Environmental Law, or other Law (including CERCLA and any other so called “superfund” or “superlien” Law and the respective regulations promulgated thereunder); (d) other substance, material, or waste (regardless of physical form) that is listed, regulated or defined under, or which may form the basis of liability under, any Environmental Law or other Law that regulates or establishes Liability or standards of conduct in connection with, or that otherwise relates to, the protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property from the presence in the Environment of any solid, liquid, gas, odor, noise, or form of energy; or (e) compound, mixture, solution, product, or other substance or material that contains any substance or material referred to in clause (a), (b), (c), or (d) above.

“Hedging Instrument” means: (a) any futures trade, put option, synthetic put option, call option, or other arrangement relating to commodities entered into by a Person on any commodities exchange to hedge such Person’s exposure to or to speculate on commodity prices; and (b) any swap, collar, floor or other derivative transaction or hedging arrangement of any type or nature whatsoever in the over-the-counter derivatives market.

“Hydrocarbons” means crude oil, natural gas, casinghead gas, condensate, natural gas liquids, and other liquid or gaseous hydrocarbons produced in association with the foregoing.

“Income Tax” means any United States federal, state, local, or foreign Tax based on or measured by reference to net income, profits, revenue, or similar measure, including any interest, penalty, or addition thereto, whether disputed or not.

“Indebtedness” of any Person means, without duplication: (a) all obligations of such Person created, issued, or incurred for borrowed money (whether by loan, the issuance and sale of debt securities, or the sale of property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such property from such other Person); and (b) all obligations of such Person evidenced by a note, bond, debenture, or similar instrument.

“Insurance Premium” means the insurance premium payments (and applicable Taxes) related to the Energy Package Policy #'s JHB2M101045, JHB2M101121 and JHB-CJP-2595 due in calendar year 2025.

“Intellectual Property” means, with respect to any Person, any intellectual property, industrial property, and other proprietary rights (or portion thereof) owned, licensed, or developed by such Person or any of its Affiliates, or in which such Person or any of its Affiliates has any rights or interests, including any trademark, service mark, trade name, fictitious business name, or other similar intangible asset, registered or unregistered copyrights, patents, inventions, software or systems, and all versions, forms and embodiments thereof, including source code and object code, information that derives economic value from not being generally known to other Persons, including trade secrets and customer lists, and applications for registration and registrations of any of the foregoing (whether pending, existing, abandoned, or expired).

“IT Assets” means all information technology or computer systems (including software, hardware, equipment, databases, servers, networks, data communications lines, and telecommunications infrastructure) for the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of electronic or other data or information owned by Seller and its Affiliates, in each case, to the extent not located in the Field Office.

“Knowledge” means (a) with respect to Seller, the actual knowledge, without any obligation of inquiry or investigation, of the following Entity Representatives of Seller: Art Mixon and Angelle Perret, and (b) with respect to Purchaser, the actual knowledge, without any obligation of inquiry or investigation, of the following Entity Representatives of Purchaser: Charles T. Goodson.

“Lands” has the meaning specified in **Section 2.2(a)**.

“Law” means any law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, proclamation, treaty, convention, rule, regulation, permit, writ, decree, or other pronouncement having the force and effect of law, whether legislative, municipal, administrative, or judicial in nature, enacted, adopted, passed, promulgated, made, or put into effect by or under the authority of any Governmental Authority.

“Lease Owned” means any Equipment or Operating Inventory in which Seller owns an interest used or held for use in connection with the operation of a Well or Wells which is (i) chargeable under applicable joint operating agreements consistent with the standards established by COPAS or (ii) is included within the scope of items that are chargeable under Section II (Direct Charges) of the COPAS 2005 Accounting Procedure, but excluding items considered part of overhead.

“Liability” means, with respect to any Person, any Indebtedness or other liability or obligation of such Person of any kind, nature, character, or description, whether known or unknown, absolute or contingent, accrued or unaccrued, in contract, tort, strict liability, or otherwise, including all costs and expenses relating to the foregoing.

“Lien” means any mortgage, deed of trust, pledge, assessment, security interest, lien, adverse claim, levy, charge, or similar encumbrance.

“Loss” means any direct or indirect loss, damage, injury, Liability, fine, sanction, penalty, Tax, charge, fee, assessment, demand, claim, Proceeding, judgment, cost (including costs incurred in settlement of any Proceeding), or expense (including any legal fees, expert fees, accounting fees, or advisory fees) of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory).

“Material Adverse Effect” means any result, consequence, condition or matter that (a) materially adversely affects the ownership, operation, rights, or value of the Acquired Assets considered as a whole, as currently owned and operated as of the Execution Date; or (b) materially impairs, prevents, or delays Seller’s ability to perform its obligations under this Agreement or to consummate the Contemplated Transactions; *provided, however*, that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) any adverse change, event, development, or effect arising from or relating to: (A) general business or economic conditions, including such conditions related to the business or Operations of Seller; (B) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment, or personnel of the United States; (C) financial, banking, commodities, products, or securities markets (including any disruption thereof and any decline in the price of any commodity, product, security or any market index); (D) disruptions in transportation and distribution channels, including channels into which Seller sell any commodities or products; (E) reclassification or recalculation of reserves, or production declines or any adverse condition or change in the production characteristics or downhole condition of any wells, including any well watering out, or experiencing a collapse in the casing or sand infiltration; (F) depreciation of any Acquired Assets that constitute personal property through ordinary wear and tear; (G) changes in GAAP; (H) changes in Laws or Orders issued by any Governmental Authority; (I) fire, storms, floods, and other meteorological events, natural disasters or acts of God; epidemics, pandemics, and other public health crises; (J) the entering into (or public announcement of) this Agreement or the taking of any action contemplated by this Agreement or the other Transaction Documents; (K) any action taken (or omitted to be taken) at the request or with the written consent of Purchaser; (L) the pendency of the Bankruptcy Case or the financial condition of Seller; (M) the departure of officers or directors of Seller after the Execution Date; (N) any objections in the Bankruptcy Court to this Agreement, the Transaction Documents or the Contemplated Transactions; (O) the assumption or rejection of any Acquired Contract; or (P) any Order of the Bankruptcy Court or any actions or omissions of Seller in compliance therewith; (ii) any existing event, occurrence, or circumstance with respect to which Purchaser has Knowledge as of the Execution Date; and (iii) any adverse change in

or effect on the Acquired Assets or Operations of Seller that is cured before the earlier of the Closing Date and the termination of this Agreement.

“**Material Contracts**” has the meaning specified in **Section 7.13**.

“**McFadden E&O Claim**” means the Errors and Omission insurance claim related to Energy Package Policy #'s JHB2M101045, JHB2M101121 and JHB-CJP-2595.

“**McFadden Incident**” means the Casualty Loss attributable to the McFadden Facility, which occurred on or around November 29, 2024.

“**Mineral Deed**” means the Mineral Deed from Seller to Purchaser substantially in the form of **Exhibit D**.

“**Negotiation Period**” has the meaning specified in **Section 3.5(c)**.

“**Net Revenue Interest**” or “**NRI**” means, with respect to any Acquired Lease or Acquired Well, the aggregate interest of Seller in the Hydrocarbons produced and marketed from or attributable to the Target Depths of such Acquired Lease or Acquired Well, after giving effect to all Royalties.

“**Nexus Letter**” means that certain letter from Nexus Energy, LLC dated February 28, 2025 delivered to Seller pursuant to that certain Purchase and Sale Agreement dated January 27, 2025 between Seller and Nexus Energy, LLC.

“**Non-Compensatory Damages**” has the meaning specified in **Section 14.7**.

“**Non-Recourse Party**” has the meaning specified in **Section 15.21**.

“**NORM**” has the meaning specified in **Section 4.4(c)**.

“**Notifying Party**” has the meaning specified in **Section 9.11**.

“**Objection Date**” has the meaning specified in **Section 3.5(a)**.

“**Objection Notice**” has the meaning specified in **Section 3.5(b)**.

“**Operations**” means oil and gas exploration, development, and production, and all operations relating thereto, including: (a) the acquisition, purchase, sale, development, operation, maintenance, use and abandonment of oil, gas, and mineral leases and related interests; (b) the drilling, reworking, production, purchase, sale, transportation, storage, processing, treating, manufacture, and disposal of, or for, Hydrocarbons and associated by-products and wastes; and (c) the acquisition, construction, installation, maintenance, use, and operation of related Equipment and Operating Inventory.

“**Operating Inventory**” means Lease Owned rolling stock, pipes, casing, tubing, tubulars, fittings, and other spare parts, supplies, tools, and materials held as operating inventory for use in connection with Operations on or applicable to the Acquired Properties.

“**Order**” means any order, judgment, injunction, edict, decree, ruling, assessment, stipulation, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, directive, writ or award issued, made, entered, rendered, or otherwise put into effect by or under the authority of any court or other Governmental Authority or any arbitrator or arbitration panel.

“Ordinary Course of Business” means any action taken in the ordinary course of Seller’s and/or any of its Affiliates’, as applicable, business and Operations consistent with past custom and practice.

“Organizational Documents” means, with respect to any Entity, the articles or certificate of incorporation, formation, organization, or association; general or limited partnership agreement; limited liability company or operating agreement; bylaws; and other agreements, documents, or instruments relating to the organization, management, or operation of such Entity or relating to the rights, duties, and obligations of the equityholders of such Entity, including any equityholders’ agreements, voting agreements, voting trusts, joint venture agreements, registration rights agreements, and similar agreements.

“Outside Date” has the meaning specified in Section 12.1(d).

“Overhead Costs” has the meaning specified in Section 3.3(a)(iii).

“Party” and **“Parties”** have the meanings specified in the introductory paragraph.

“Permit” means any permit, license, certificate of authority, consent, waiver, exemption, allowance, generator identification number, franchise, concession, registration, or similar qualification or authorization issued, granted, or given by or under the authority of any Governmental Authority.

“Permitted Encumbrances” has the meaning specified in Section 5.2.

“Person” means any natural person, Entity, or Governmental Authority.

“Pipeline Imbalance” means any Hydrocarbon imbalance of Seller as of the Effective Time and arising pursuant to the terms of any gathering, processing, or transportation agreement included in the Acquired Contracts, regardless of whether Seller is over-delivered or under-delivered.

“Plugging and Abandonment Obligations” means any and all Claims and Losses (whether known or unknown or absolute or contingent) resulting from, arising out of or in connection with, attributable to, based upon, or otherwise relating to any of the following, whether arising prior to, on, or after the Effective Time: (a) the plugging, replugging, and abandonment of all Acquired Wells; (b) the removal, abandonment, and disposal of all Acquired Personal Property and other fixtures, structures, pipelines, equipment, abandoned property, trash, refuse, and junk located on or comprising part of the Acquired Assets; (c) the capping and burying of all associated flow lines located on or comprising part of the Acquired Assets; (d) the restoration of the surface and subsurface of the Acquired Assets and Lands to the condition required by applicable Laws, Permits, Orders, Acquired Leases, and Acquired Contracts; (e) the dismantling, salvaging, removal, and abandonment of any and all Equipment and Operating Inventory; (f) all other Claims and Losses relating to the items described in clauses (a) through (e) above arising under Acquired Leases, Acquired Contracts, other agreements, or applicable Laws; and (g) obtaining and maintaining all bonds, surety arrangements, and supplemental or additional bonds and surety arrangements, that may be required by Laws, Permits, or Orders, or may otherwise be required by any Governmental Authorities.

“Preferential Right” means a right of first refusal, rights of first offer, or other similar preferential purchase right provision applicable to any Acquired Assets.

“Preliminary Settlement Statement” has the meaning specified in Section 3.4(a).

“Prior Bankruptcy Case” means the voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas filed by PetroQuest Energy, Inc, Case No. 18-36322.

“Prior Environmental Disclosures” means that certain (i) Notice of Environmental Defects dated October 13, 2022 delivered to Seller pursuant to that certain Purchase and Sale Agreement dated September 2, 2022 between Seller and Patriot Natural Gas, LLC and (ii) Expert Petroleum Engineering Report of PGH Petroleum and Environmental Engineers, L.L.C. delivered to the 295th Judicial District of Harris County in connection with Cause No. 2022-74164, each as provided to and reviewed by Purchaser prior to the Execution Date.

“Prior Title Disclosures” means that certain land report from Beta Land Services dated October 14, 2022 covering the Acquired Assets, as provided to and reviewed by Purchaser prior to the Execution Date.

“Proceeding” means any action, proceeding, litigation, suit, or arbitration (whether civil, criminal, administrative, or judicial in nature) commenced, brought, conducted, or heard before any Governmental Authority, arbitrator, or arbitration panel.

“Production Imbalance” means any over-production or under-production with respect to Hydrocarbons produced from or allocated to any Acquired Well where, as of the Effective Time, Seller is out of balance with any of the following: (a) the operator of such Acquired Well pursuant to the relevant operating agreement or other operating arrangement, (b) another working interest owner in such Acquired Well, or (c) any Third Party pursuant to a production handling agreement.

“Production Tax” (with correlative meanings) means any federal, state or local Tax that is based on or measured by the production of Hydrocarbons from the Acquired Assets or the receipt of proceeds therefrom, including any conservation, sales, use, value added, excise or severance Taxes (but excluding any Property Taxes, Income Taxes, and any franchise, employment, labor, unemployment, or similar Tax).

“Property and Production Tax” means all Property Taxes and Production Taxes.

“Property Expenses” means all operating expenses (including costs of insurance, title examinations, and curative actions taken in connection with obtaining or in response to drilling title opinions) and capital expenditures (including lease bonuses, broker fees, and other lease acquisition costs) incurred in the ownership and operation of the Acquired Assets in the Ordinary Course of Business and, where applicable, in accordance with the relevant operating or unit agreement, if any, and overhead costs charged to the Acquired Assets under the relevant operating agreement or unit agreement, if any, but excluding Claims and Losses attributable to any of the following: (a) personal injury or death, property damage, or violation of any Law, (b) Title Matters, (c) Assumed Environmental Liabilities, (d) Plugging and Abandonment Obligations, (e) obligations with respect to Production Imbalances, Pipeline Imbalances, minimum volume commitments, or other similar Hydrocarbon commitment, throughput, or delivery obligations, (f) obligations to pay working interests, Royalties, or other interest owners revenues or proceeds attributable to sales of Hydrocarbons relating to the Acquired Assets, including any such revenues or proceeds held in suspense, (g) Taxes, or (h) Cure Costs.

“Property Tax” (with correlative meanings) means any federal, state or local personal or real property and ad valorem or similar Taxes assessed against the Acquired Assets or based upon or measured by the ownership of the Acquired Assets (but excluding any Production Taxes, Income Taxes, and any franchise, employment, labor, unemployment, or similar Tax).

“Purchase Price” has the meaning specified in **Section 3.1**.

“Purchaser” has the meaning specified in the introductory paragraph.

“**Purchaser Parties**” means Purchaser and its Affiliates, and the respective Entity Representatives of each of the foregoing.

“**Purchaser Releasee**” has the meaning specified in Section 15.23.

“**Purchaser Releasor**” has the meaning specified in Section 15.23.

“**Records**” means, as they relate to the Acquired Assets, all (a) lease files, (b) land and title records (including abstracts, title opinions, and title curative documents), (c) Acquired Contract files, (d) operations, environmental, health and safety, pipeline safety and production records, (e) facility and well records and technical diagrams, reports and schematics, (f) engineering reports, reserve reports, studies, (g) gas gathering and processing files, (h) division order files, (i) extracts of databases (including land, accounting, and production databases), and (j) W-9 records, but excluding those primarily relating to income or franchise Taxes.

“**Release**” means any presence, release, threatened release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on, through, or into the indoor or outdoor Environment or into or out of any property.

“**Remediate**” or “**Remediation**” means (with correlative meanings), with respect to any Assumed Environmental Liability, violation of or non-compliance with any Environmental Laws, or any other environmental condition, the response required or allowed under Environmental Laws that addresses and resolves (for current and future use in the same manner as being currently used) the identified environmental condition in its entirety at the lowest cost (considered as a whole) as compared to any other response that is required or allowed under Environmental Laws. “**Remediation**” may consist of or include taking no action, leaving the condition unaddressed, periodic monitoring, the use of institutional controls or the recording of notices in lieu of remediation, in each case, if such response is allowed under Environmental Laws and completely addresses and resolves (for current and future use in the same manner as being currently used) the identified environmental condition in its entirety.

“**Royalties**” means royalties, overriding royalties, production payments, net profits interests, other non-cost bearing revenue interests or similar payment burdens upon, measured by, or payable out of production of Hydrocarbons therefrom.

“**Sale Hearing**” has the meaning set forth in the Bid Procedures Order.

“**Sale Motion**” means the Debtors' Motion for Entry of (I) an Order (A) Authorizing and Approving Bidding Procedures in Connection With the Sale of the Debtors' Assets, (B) Approving Certain Bid Protections in Connection With the Debtors' Entry Into a Stalking Horse Agreement, (C) Scheduling the Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Granting Related Relief; and (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases) filed by the Debtors in the Bankruptcy Case on November 21, 2024.

“**Sale Order**” means the Order of the Bankruptcy Court, in form and substance approved by Purchaser (such approval not to be unreasonably withheld, conditioned or delayed), pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, *inter alia*, this Agreement, the other Transaction Documents and the Contemplated Transactions, including the sale of the Acquired Assets to Purchaser on the terms and conditions set forth herein, free and clear of all then existing or thereafter arising Liens (other than Assumed Liabilities and Permitted Encumbrances) of, against or created by Seller or their bankruptcy estate (as set forth in the Sale Order) to the extent permissible under Section

363(f) (including Section 363(f)(4), among others) of the Bankruptcy Code, the assumption and assignment of the Acquired Contracts and the Acquired Leases to Purchaser, and containing a finding that Purchaser have acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code, a proposed version of which Order is to be filed by Seller with the Bankruptcy Court as soon as reasonably practicable prior to the Sale Hearing.

“*Seller*” has the meaning specified in the introductory paragraph.

“*Seller Parties*” means Seller, its Affiliates, and the respective Entity Representatives of each of the foregoing.

“*Special Warranty*” has the meaning specified in Section 5.6(a).

“*Straddle Period*” has the meaning specified in Section 13.1(a).

“*Successful Bidder*” means the bidder for the Acquired Assets, determined by the Seller, to have made the highest or otherwise best bid for the Acquired Assets as in accordance with the Bid Procedures.

“*Surface Deed*” means the Surface Deed from Seller to Purchaser substantially in the form of Exhibit E.

“*Surface Interest*” means any easement, right-of-way, license, servitude, surface lease, surface use agreement, surface fee interest, surface right or other similar asset, right, or interest in real property.

“*Suspense Funds*” has the meaning specified in Section 3.3(b)(iv).

“*Tag Right*” means a tag-along right, co-sale right or other similar right applicable to any Acquired Assets.

“*Target Closing Date*” has the meaning specified in Section 11.1.

“*Target Depths*” means, with respect to an Acquired Well, each geological zone and depth open to production and from which Hydrocarbons are being or are capable of being produced through such Acquired Well as of the Effective Time, as defined by the Railroad Commission of Texas.

“*Tax*” and “*Taxes*” means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, severance, natural resources, Production Tax, Property Tax, transfer, registration, stamp, value added, alternative or add-on minimum, estimated, or other tax, levy or assessment, duty, impost, charge, or fee of any kind whatsoever of any Governmental Authority, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

“*Tax Return*” means any return, declaration, report or information return (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment, or collection of any Tax, and including any amendment thereof.

“*Technical Data*” means proprietary geologic, geophysical, seismic data and seismic licenses, but excluding any and all interpretive data and analysis of any of the foregoing.

“**Third Party**” means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

“**Threatened**” means a written demand or statement that (a) has been delivered by a Third Party to a Party and (b) would lead a reasonably prudent Person to conclude that an audit, investigation, or Proceeding, as applicable, is likely to be commenced or pursued in the future by such Third Party.

“**Title Claim**” has the meaning specified in Section 5.3.

“**Title Claim Date**” has the meaning specified in Section 5.6(b).

“**Title Claim Value**” has the meaning specified in Section 5.4.

“**Title Disputed Matter**” has the meaning specified in Section 5.5.

“**Title Expert**” has the meaning specified in Section 5.5(a).

“**Title Matters**” has the meaning specified in Section 5.8.

“**Transaction Documents**” means this Agreement, the Assignments, and the other contracts, agreements, certificates, documents, and instruments delivered or to be delivered by the Parties in connection with the Closing.

“**Transfer Taxes**” has the meaning specified in Section 13.3.

“**Treasury Regulations**” means the regulations issued by the United States Department of Treasury under the Code.

“**United States**” and “**U.S.**” means the United States of America.

“**Units**” has the meaning specified in Section 2.2(a).

“**Working Interest**” or “**WI**” means, with respect to any Acquired Well, that share of the costs and expenses of maintenance, development, and operations attributable to the aggregate interest of Seller in such Acquired Well, but without regard to the effect of any Royalties.

[End of Appendix A]

Exhibit 2

**SCHEDULE 9.13(c)(i) TO
PURCHASE AND SALE AGREEMENT
ASSUMED EXECUTORY CONTRACTS**

[see attached]

Cherokee County, Texas
Jacksonville Prospect

PQ No.	Agreement	Party 1	Party 2	Date	Effective	Bk/Pg	Cure Cost
C42020022-00	Term Assignment of Oil, Gas and Mineral Lease	PetroQuest Energy, L.L.C.	River Oil & Gas, LLC	6/22/2007		1873/494	\$0.00

PQ #	Unit Name	Agreement_Type	Parties	Date	Effective	Bk/Pg	Cure Cost
U42020001-00	Mina Gas Unit	Pooling Declaration	River Oil & Gas, LLC, et al	9/17/2008		1937/534	\$0.00
U42020002-00	Beard #1 Gas Unit	Unit Designation	Parten Operating Inc., et al	6/9/2009		1981/111	\$0.00

PQ No.	Unit Name	Agreement_Type	Party 1	Party 2	Date	Bk/Pg	Cure Cost
A42020001-00	Mina Gas Unit	Exploration Agreement	PetroQuest Energy, L.L.C.	Sendero Resources and Milton Surles	4/27/2005		\$0.00

Cherokee County, Texas
South Alto Prospect

PQ #	Unit Name	Agreement_Type	Parties	Date	Effective	Bk/Pg	Cure Cost
U42120001-00	Anthony Davis Gas Unit	Unit Designation	Barrow-Shaver Resources Company	9/1/2005		1752/137	\$0.00
U42120002-00	Hicks No. 1 Gas Unit	Unit Designation	Barrow-Shaver Resources Company	7/1/2006		1843/123	\$0.00
U42120003-00	Holcomb No. 1 Gas Unit	Unit Designation	Barrow-Shaver Resources Company	5/3/2007		1852/604	\$0.00
U42120004-00	Rose Trust No. 1 Gas Unit	Unit Designation	Barrow-Shaver Resources Company	12/12/2006		1826/76	\$0.00
PQ No.	Unit Name	Agreement	Party 1	Party 2	Date	Bk/Pg	Cure Cost
A42120001-00	South Alto Prospect	Letter participation Agreement	PetroQuest Energy, L.L.C.	Barrow-Shaver Resources	3/1/2005		\$0.00
C42120003-00	South Alto Prospect	Assignment and Bill of Sale	Barrow-Shaveer Resources, BSR Alto LLC and PetroQuest Energy, L.L.C.	XTO	1/11/2008		\$0.00

Panola County, Texas
Carthage

PQ No.	Agreement	Party 1	Party 2	Date	Effective	Bk/Pg	Cure Cost
A42040001-00	Purchase And Sale Agreement	Carthage, LLC	PetroQuest Energy, L.L.C.	12/22/2003	7/1/2003		\$0.00
A42040002-00	Farmout Agreement	Addington Exploration, LLC	Sendero Energy, Inc.	10/22/2002			\$0.00
A42040004-00	Construction And Operating Agreement	Texaco Exploration & Production, Inc.	Union Pacific Resources Company		6/1/1996		\$0.00

C42040300-00	Amendment To Construction And Operating Agreement	Texaco Exploration & Production, Inc.	Union Pacific Resources Company		5/1/1997			\$0.00
A42040005-00	Gas Processing Agreement	Union Pacific Resources Company, Processor	Union Pacific Resources Company, Producer		7/1/1996			\$0.00
A42040006-00	Separator Facility Operating Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, LLC			5/1/2007		\$0.00
A42040007-00	Farmout Agreement	PetroQuest Energy, L.L.C.	El Paso E&P Company, L.P.		3/18/2009			\$0.00
A42040008-00	Drilling and Co-Owner Agreement	Texaco Exploration and Production, Inc.	Union Pacific Resources Company		9/12/1995			\$0.00
C42040414-00	Amendment To Drilling and Co-Owner Agreement	Texaco Exploration and Production, Inc.	Union Pacific Resources Company		8/8/1996	9/12/1995		\$0.00
C42040415-00	Amendment To Drilling and Co-Owner Agreement	Texaco Exploration and Production, Inc.	Union Pacific Resources Company		11/16/1998	9/12/1995		\$0.00
C42040211-00	Third Amendment To Drilling and Co-Owner Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.		12/19/2017			\$0.00
C42040289-00	Fourth Amendment To Drilling and Co-Owner Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.		1/21/2019			\$0.00
A42040009-00	Operating Agreement	Texaco Exploration and Production, Inc.	Union Pacific Resources Company			9/12/1995	1098/404	TBD
A42040010-00	Carthage Gathering Agreement	Texaco Exploration and Production, Inc.	Union Pacific Resources Company			9/12/1995		\$0.00
C42040698-00	Amendment to Carthage Gathering Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, Inc.		2/22/2005			\$0.00
A42040012-00	Operating Agreement	Sendero Energy, Inc.	Four P Investments, Inc., et al		1/1/2003			\$0.00
C42040100-00	Letter Agreement	St. Mary Land & Exploration Company	Chevron USA Inc.		2/24/2009			\$0.00
C42040101-00	Letter Agreement	St. Mary Land & Exploration Company	PetroQuest Energy, L.L.C.		6/19/2009			\$0.00
C42040102-00	Ratification of Operating Agreement	St. Mary Land & Exploration Company, et al	Sendero Energy, Inc.		7/20/2009			\$0.00
A42040013-00	Pooling & Operating Agreement	Skelly Oil Company, et al (Operator)	Sklar Oil Corporation, et al		7/7/1952			\$0.00
C42040682-00	Amendment to Pooling & Operating Agreement	Skelly Oil Company, et al (Operator)	Sergio Romano Children's Trust, et al		9/23/1974	1/1/1975		\$0.00
A42040014-00	Operating Agreement	Skelly Oil Company (Operator)	C. H. Lyons, Sr., et al (Non-Operators)		5/12/1954			\$0.00
C42040678-00	Amendment of Operating Agreement	Skelly Oil Company (Operator)	J. C. Martin, et al (Non-Operators)		8/14/1969			\$0.00
A42040015-00	Operating Agreement	Skelly Oil Company (Operator)	M. F. Powers (Non-Operator)		12/5/1949			\$0.00
C42040681-00	Amendment of Operating Agreement	Skelly Oil Company (Operator)	W. P. Prentiss, et al (Non-Operator)		8/1/1969			\$0.00

A42040016-00	Operating Agreement	Getty Oil Company (Operator)	Harold K. Quinn, et al (Non-Operators)	5/1/1978			\$0.00
C42040695-00	Amendment to Operating Agreement	Getty Oil Company (Operator)	Harold K. Quinn, et al (Non-Operators)	6/7/1978			\$0.00
C42040696-00	Amendment to Operating Agreement	Getty Oil Company (Operator)	Harold K. Quinn, et al (Non-Operators)	10/24/1978	11/6/1978		\$0.00
A42040017-00	Operating Agreement	Skelly Oil Company (Operator)	B. F. Phillips, Sr. (Non-Operator)	9/6/1950			\$0.00
A42040018-00	Operating Agreement	Skelly Oil Company (Operator)	Alicce M. Mucher, et al (Non-Operators)	9/24/1953			\$0.00
A42040019-00	Operating Agreement	Skelly Oil Company (Operator)	A. G. Carter, Jr. (Non-Operator)	8/5/1954			\$0.00
C42040117-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	A. G. Carter, Jr. (Non-Operator)	9/23/1974	1/1/1975		\$0.00
A42040020-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	The Chicago Corporation, et al (Non-Operator)	1/10/1948			\$0.00
C42040118-00	Modification of Pooling and Operating Agreement	Skelly Oil Company (Operator)	The Chicago Corporation, et al (Non-Operator)	6/28/1949	1/10/1948		\$0.00
C42040684-00	Amendment of Pooling and Operating Agreement	Skelly Oil Company (Operator)	John Wrather, Executor of Estate of John Wrather, Dec'd, et al (Non-Operator)	1/14/1970			\$0.00
A42040021-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	The Texas Company, et al (Non-Operators)	12/29/1952			\$0.00
C42040671-00	Amendment to Pooling & Operating Agreement	Texaco Exploration and Production Inc. (Operator)	Orion Investors, L.L.C., et al	3/26/2001			\$0.00
C42040672-00	Amendment to Pooling & Operating Agreement	Skelly Oil Company (Operator)	Texaco Inc., et al	8/7/1969			\$0.00
A42040022-00	Operating Agreement	Skelly Oil Company (Operator) -	H. B. Pyle, et al (Non-Operator)	10/6/1949			\$0.00
C42040119-00	Modification of Joint Operating Agreement	Skelly Oil Company (Operator)	H. B. Pyle, et al (Non-Operator)	10/6/1949			\$0.00
A42040023-00	Operating Agreement	Skelly Oil Company (Operator)	Estate of Hiram L. Brelsford, Deceased, et al (Non-Operators)	12/23/1953			\$0.00
C42040120-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	A. G. Carter, Jr. (Non-Operator)	9/23/1974	1/1/1975		\$0.00
A42040024-00	Operating Agreement	Skelly Oil Company (Operator)	Mrs. Helen M. Ascher, et al (Non-Operators)	8/20/1953			\$0.00
C42040121-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Helen M. Ascher, Agent (Non-Operators)	9/23/1974	1/1/1975		\$0.00
A42040025-00	Operating Agreement	Skelly Oil Company (Operator)	McCord Oil Company (Non-Operator)	3/6/1958			\$0.00

C42040679-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	McCord Oil Company (Non-Operator)	8/13/1969			\$0.00
A42040026-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	Magnolia Petroleum Company, et al (Operators)	5/30/1952			\$0.00
A42040027-00	Operating Agreement	Skelly Oil Company (Operator)	W. H. Oberthier, et al (Non-Operators)	5/11/1955			\$0.00
C42040122-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Hattie Mae Johnson, et al (Non-Operators)	9/23/1974	1/1/1975		\$0.00
C42040688-00	Amendment to Operating Agreement	Texaco Exploration and Production Inc. (Operator)	Mark A. Goodwin (Non-Operator)	3/27/2001			\$0.00
C42040689-00	Amendment to Operating Agreement	Texaco Exploration and Production Inc. (Operator)	William H. Oberthier, Jr. (Non-Operator)	6/11/2001			\$0.00
A42040028-00	Operating Agreement	Skelly Oil Company (Operator)	A. M. Roseman (Non-Operator)	9/19/1955			\$0.00
C42040680-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	W. M. Plaster (Non-Operator)	9/23/1974	1/1/1975		\$0.00
A42040029-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	Hunt Oil Company (Non-Operator)	4/12/1948			\$0.00
C42040690-00	Amendment of Pooling & Operating Agreement	Skelly Oil Company (Operator)	Hunt Oil Company (Non-Operator)	8/13/1969			\$0.00
C42040691-00	Amendment to Pooling & Operating Agreement	Chevron North America Exploration and Production Company (Operator)	Anadarko E&P Company LP (Non-Operator)	2/26/2007			\$0.00
A42040030-00	Operating Agreement	Skelly Oil Company (Operator)	H. B. Pyle, et al (Non-Operators)	5/4/1954			\$0.00
C42040123-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Norman C. Kinsey, et al (Non-Operators)	9/23/1974	1/1/1975		\$0.00
A42040031-00	Operating Agreement	Skelly Oil Company (Operator)	Union Producing Company (Non-Operator)	9/12/1950			\$0.00
C42040693-00	Amendment of Operating Agreement	Skelly Oil Company (Operator)	Union Producing Company (Non-Operator)	6/18/1969			\$0.00
C42040694-00	Amendment of Operating Agreement	Chevron North America Exploration and Production Company (Operator)	Devon Energy Production Company, L.P. (Non-Operator)	2/26/2007			\$0.00
A42040032-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	H. W. Egger, et al (Non-Operators)	9/19/1950			\$0.00
C42040124-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	H. W. Egger, et al (Non-Operators)	9/19/1950			\$0.00
A42040033-00	Operating Agreement	Skelly Oil Company (Operator)	Hunt Oil Company, et al (Non-Operators)	3/10/1948			\$0.00
A42040034-00	Pooling & Operating Agreement	Skelly Oil Company (Operator)	R. Lacy, Inc., et al (Non-Operators)	7/29/1947			\$0.00
C42040125-00	Amendment to Pooling and Operating Agreement	Skelly Oil Company (Operator)	R. Lacy, Inc., et al (Non-Operators)	7/29/1947			\$0.00

C42040126-00	Amendment to Pooling and Operating Agreement	Skelly Oil Company (Operator)	R. Lacy, Inc., et al (Non-Operators)	7/29/1947			\$0.00
A42040035-00	Operating Agreement	Skelly Oil Company (Operator)	Jack E. Price, et al (Non-Operators)	11/28/1951			\$0.00
C42040677-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Hazel Simmon Stinchcomb, Ind. Executrix for Bluford Stinchcomb Estate (Non-Operator)	9/23/1974	1/1/1975		\$0.00
A42040036-00	Pooling and Operating Agreement	Skelly Oil Company (Operator)	Union Producing Company (Non-Operator)	4/26/1951			\$0.00
C42040675-00	Amendment to Pooling and Operating Agreement	Skelly Oil Company (Operator)	Union Producing Company (Non-Operator)	undated			\$0.00
C42040676-00	Amendment to Pooling and Operating Agreement	Texaco Exploration and Production Inc. (Operator)	Devon Energy Production Company LP	5/2/2001			\$0.00
A42040037-00	Operating Agreement	Getty Oil Company (Operator)	Vernon E. Faulconer (Non-Operator)	3/15/1981			\$0.00
A42040038-00	Operating Agreement	Skelly Oil Company (Operator)	Helen M. Ascher, et al (Non-Operators)	2/24/1954			\$0.00
C42040128-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Helen M. Ascher, et al (Non-Operators)	9/23/1974			\$0.00
C42040673-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)	Helen M. Ascher, et al (Non-Operators)		1/1/1975		\$0.00
C42040674-00	Amendment to Operating Agreement	Texaco Exploration and Production inc. (Operator)	Goodman	3/28/2001			\$0.00
A42040039-00	Operating Agreement	Chevron USA Inc (Operator)	PetroQuest Energy, et al (Non-Operator)	1/1/2010			\$0.00
C42040159-00	Memorandum of Operating Agreement and Financing Statement	Chevron USA Inc (Operator)	PetroQuest Energy, et al (Non-Operator)	1/1/2010		1557/13	\$0.00
A42040040-00	Farmout Agreement ²	BASA Resources, Inc.	PetroQuest Energy, L.L.C.	1/5/2012			\$0.00
C42040206-00	Letter Agreement	Pedernales Petroleum, LLC	PetroQuest Energy, L.L.C.	4/11/2017			\$0.00
A42040041-00	Salt Water Disposal Agreement	Heckmann Water Resources Corporation - Operator	PetroQuest Energy, L.L.C.		2/28/2012		\$0.00
A42040043-00	Letter Agreement	Charles N. Spears, et ux	PetroQuest Energy, L.L.C.	8/29/2012			\$0.00
A42040044-00	Operating Agreement	Skelly Oil Company (Operator)	The Chicago Corporation, et al (Non-Operator)	8/15/1950			\$0.00
C42040360-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)-	The Chicago Corporation, et al (Non-Operator)	8/15/1950			\$0.00
C42040361-00	Amendment to Operating Agreement	Skelly Oil Company (Operator)- Werner-Barnett Unit	The Chicago Corporation, et al (Non-Operator)	8/15/1950			\$0.00

A42040045-00	JV Gas Gathering System Utilization Agreement	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		8/16/2012		\$0.00
C42040133-00	First Amendment To JV Gas Gathering System Utilization Agreement	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		9/8/2014		\$0.00
A42040046-00	Surface Use Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	5/8/2012			\$0.00
A42040047-00	Pooling and Operating Agreement	Skelly Oil Company (Operator)	The Texas Company, et al (Non-Operators)	12/5/1952			\$0.00
A42040048-00	Surface Use Agreement	Billy J. McFadden, et ux	PetroQuest Energy, L.L.C.		11/13/2013	1754/566	\$0.00
A42040049-00	Pooling and Operating Agreement	Skelly Oil Company (Operator)	Magnolia Petroleum Company, et al (Non-Operator)	5/30/1952			\$0.00
A42040050-00	Letter Agreement	Harleton Oil & Gas Inc., et al	PetroQuest Energy, L.L.C.	5/6/2014			\$0.00
A42040051-00	Facility Construction and Operating Agreement	PetroQuest Energy, L.L.C.	XTO Energy Inc.	9/3/2014	2/3/2014		\$0.00
A42040052-00	Water Disposal Agreement	Soal Oilfield Solutions, LLC	PetroQuest Energy, L.L.C.	4/1/2014			\$0.00
A42040053-00	Agreement of Understanding	Chevron U.S.A., Inc.	PetroQuest Energy, L.L.C.		11/11/2014		\$0.00
A42040054-00	Capital Cost-Sharing Agreement	Chevron North America Exploration & Production Co.	PetroQuest Energy, L.L.C.	3/1/2012	3/1/2012		\$0.00
C42040459-00	First Amendment to Capital Cost-Sharing Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.		9/24/2014		\$0.00
C42040200-00	Second Amendment to Capital Cost-Sharing Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.		1/1/2017		\$0.00
A42040057-00	Letter Agreement	Harleton Oil & Gas Inc.	PetroQuest Energy, L.L.C.	5/5/2014			\$0.00
A42040066-00	Production Sharing Agreement	Amy Wilder Cromer, et al	PetroQuest Energy, L.L.C., et al	11/1/2016			\$0.00
A42040067-00	Production Sharing Agreement	Angela Dickson, et al	PetroQuest Energy, L.L.C., et al	11/1/2016			\$0.00
A42040068-00	Production Sharing Agreement	MSR Oil and Gas Holdings LLC	PetroQuest Energy, L.L.C., et al	11/1/2016			\$0.00
A42040069-00	Production Sharing Agreement	Claude Randall Bagley, et ux	PetroQuest Energy, L.L.C., et al	11/1/2016			\$0.00
A42040070-00	Production Sharing Agreement	Claude Randall Bagley, et ux	PetroQuest Energy, L.L.C., et al	11/1/2016			\$0.00
A42040072-00	Production Sharing Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	11/15/2016			\$0.00
A42040073-00	Production Sharing Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	11/15/2016			\$0.00
A42040074-00	Production Sharing Agreement	Chevron U.S.A. Inc. - 100.23 Ac Tr - PSA	PetroQuest Energy, L.L.C.	9/1/2017			\$0.00

A42040075-00	Production Sharing Agreement	MSR Oil and Gas Holdings LLC - 100.23 Ac Tr - PSA	PetroQuest Energy, L.L.C.	6/1/2017				\$0.00
A42040076-00	Production Sharing Agreement	David G Satterwhite et al	PetroQuest Energy, L.L.C.	11/1/2015				\$0.00
A42040077-00	Production Sharing Agreement	Renrew Minerals,Ltd et al	PetroQuest Energy, L.L.C.	11/1/2015				\$0.00
A42040078-00	Production Sharing Agreement	Diamond Land & Cattle, L.L.C.	PetroQuest Energy, L.L.C.	11/1/2015				\$0.00
A42040079-00	Production Sharing Agreement	Jimmy C Wallace	PetroQuest Energy, L.L.C.	11/1/2015				\$0.00
A42040080-00	Operating Agreement	Muse Energy Partners, LP(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040081-00	Operating Agreement	Broponda LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040082-00	Operating Agreement	LF Sales Corporation(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040083-00	Operating Agreement	JPJ-R, LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040084-00	Operating Agreement	Jay Langner(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040085-00	Operating Agreement	Hornet Exploration LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040086-00	Operating Agreement	Martin Oring(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040087-00	Operating Agreement	David Oring(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040088-00	Operating Agreement	Thomas Chance Fiy Carthage Gas LLC(Non Oper)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040089-00	Operating Agreement	Langhammer Associates,LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040090-00	Operating Agreement	Brady Productions, LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040091-00	Operating Agreement	Deeridge Group II, LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040092-00	Operating Agreement	North Star Coal Compay(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040093-00	Operating Agreement	Robert S. Birch Rev Tr(Non Oper)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040094-00	Operating Agreement	MACLI, LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040095-00	Operating Agreement	Jane Holzer(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040096-00	Operating Agreement	Courson Oil & Gas,Inc(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040097-00	Operating Agreement	Philip Richter(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040098-00	Operating Agreement	Sarah Willeman (Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040099-00	Operating Agreement	Gerald B Cramer Irre Tr(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040100-00	Operating Agreement	Ortego Investments, LLC(Non Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017			\$0.00
A42040101-00	Operating Agreement	Muse Energy Partners, LP (Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017			\$0.00
A42040102-00	Operating Agreement	Broponda LLC (Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017			\$0.00
A42040103-00	Operating Agreement	LF Sales Corporation(Non-Operator)	PetroQuest Energy, L.L.c.	7/13/2017	7/13/2017			\$0.00
A42040104-00	Operating Agreement	JPJ-R, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017			\$0.00
A42040105-00	Operating Agreement	Jay Langner(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017			\$0.00

A42040106-00	Operating Agreement	Gerald B Cramer Irre Tr(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040107-00	Operating Agreement	Hornet Exploration LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040108-00	Operating Agreement	Martin Oring(Non-Operpor)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040109-00	Operating Agreement	David Oring(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040110-00	Operating Agreement	Thomas Chance Fly Carthage Gas LLC(NonOperator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040111-00	Operating Agreement	Ortego Investments, L.L.C.(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040112-00	Operating Agreement	Langhammer Associates, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040113-00	Operating Agreement	Brady Productions, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040114-00	Operating Agreement	Deeridge Group II, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040115-00	Operating Agreement	North Star Coal Company(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040116-00	Operating Agreement	Robert S Birch Rev Trust(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040117-00	Operating Agreement	MACLI, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040118-00	Operating Agreement	Jane Holzer(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040119-00	Operating Agreement	Courson Oil & Gas, Inc.(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040120-00	Operating Agreement	Philip Richter(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040121-00	Operating Agreement	Sarah Willeman(Non-Operator)	PetroQuest Energy, L.L.C.	7/13/2017	7/13/2017		\$0.00
A42040122-00	Production Sharing Agreement	Chevron U.S.A Inc.	PetroQuest Energy, L.L.C.	5/18/2018			\$0.00
A42040123-00	Southern Real Estate Sales Contract	Timberstar Nacodoches II GP LLC	PetroQuest Energy, L.L.C.	8/31/2017			\$0.00
A42040127-00	Production Sharing Agreement	James Madison Furrh,etux(Werner-White Unit PSA)	PetroQuest Energy, L.L.C.	11/1/2018	11/1/2018		\$0.00
A42040128-00	Production Sharing Agreement	Sabine Royalty Trust (Werner-White Unit PSA)	PetroQuest Energy, L.L.C.	11/1/2018	11/1/2018		\$0.00
A42040129-00	Production Sharing Agreement	William B Shackelford,etal (Werner-White Un PSA)	PetroQuest Energy, L.L.C.	11/1/2018	11/1/2018		\$0.00
A42040130-00	Production Sharing Agreement	Chevron U.S.A. Inc.(Werner-White Unit)	PetroQuest Energy, L.L.C.	11/1/2018	11/1/2018		\$0.00
A42040131-00	Production Sharing Agreement	Larry Murrel Christian,etal(McFadden-Bagley Unit)	PetroQuest Energy, L.L.C.	5/1/2019	5/1/2019		\$0.00
A42040132-00	Production Sharing Agreement	Bagley Minerals LP (McFadden-Bagley Unit)	PetroQuest Energy, L.L.C.	5/1/2019	5/1/2019		\$0.00
A42040135-00	Production Sharing Agreement	Helen Hamilton Clay, etal	PetroQuest Energy, L.L.C.	6/1/2021	6/1/2021		\$0.00
A42040138-00	Compressor Operating Agreement	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	1/1/2007			\$0.00
	Letter Agreement (Disposal of Excess Saltwater)	Texaco Exploration and Production, Inc.	Union Pacific Resources Company	1/9/1998			\$0.00

	Transfer of Operatorship Letter Agreement (Southland Paper Company "A" Unit Well No. 3)	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	8/1/2023			\$0.00
	Transfer of Operatorship Letter Agreement (Werner E #5 Well)	Chevron U.S.A. Inc.	PetroQuest Energy, L.L.C.	8/1/2023			\$0.00
A42041002-00	Purchase And Sale Agreement	Chaparral Energy, L.L.C.	PetroQuest Energy, L.L.C.	7/19/2013			\$0.00
A42041004-00	Operating Agreement	Marshall Exploration, Inc. - Operator		1/1/1983			\$0.00
A42041005-00	Production Sharing Agreement	Sabine Royalty Trust (Sabine Royalty Tr Unit PSA)	PetroQuest Energy, L.L.C.	7/1/2018	7/1/2018		\$0.00
A42041006-00	Production Sharing Agreement	Vaquero Royalty LLC, et al (Sabine Royalty Unit PSA)	PetroQuest Energy, L.L.C.	7/1/2018	7/1/2018		\$0.00
A42041007-00	Operating Agreement	Canela Petro, L.P. (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	10/1/2018	10/1/2018		\$0.00
A42041008-00	Production Sharing Agreement	Bagley Minerals, LP (Sabine Royalty Unit)	PetroQuest Energy, L.L.C.	7/1/2019	7/1/2019		\$0.00
A42041009-00	Letter Agreement	Canela Petro, L.P. (Seller)	PetroQuest Energy, L.L.C. (Buyer)	12/21/2020	12/21/2020		\$0.00
A42042001-00	Operating Agreement	PetroQuest Energy, L.L.C. Operator	XTO Energy Inc., et al (Non-Operator)	8/1/2013			\$0.00
A42042003-00	Production Sharing Agreement	James Kenneth Andrus, et al	PetroQuest Energy, L.L.C.	6/1/2021	6/1/2021		\$0.00
A42043001-00	Operating Agreement	Muse Energy Partners(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043002-00	Operating Agreement	Broponda LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043003-00	Operating Agreement	LF Sales Corporation(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043004-00	Operating Agreement	JPJ-R, LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043005-00	Operating Agreement	Jay Langner(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043006-00	Operating Agreement	Gerald B. Cramer Rev Tr(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043007-00	Operating Agreement	Hornet Exploration LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043008-00	Operating Agreement	Martin Oring(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043009-00	Operating Agreement	David Oring(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043010-00	Operating Agreement	Thomas Chance Fly Carthage Gas, LLC(Non Oper)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043011-00	Operating Agreement	Ortego Investments, LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043012-00	Operating Agreement	Langhammer Associates,LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043013-00	Operating Agreement	North Star Coal Company(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043014-00	Operating Agreement	Deeridge Group II, LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043015-00	Operating Agreement	Brady Productions, LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00

A42043016-00	Operating Agreement	Robert S Birch RevTr (Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043017-00	Operating Agreement	MACLI, LLC(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043018-00	Operating Agreement	Jane Holzer(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043019-00	Operating Agreement	Courson Oil & Gas, Inc(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043020-00	Operating Agreement	Philip Richter(Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043021-00	Operating Agreement	Sarah Willeman (Non Operator)	PetroQuest Energy, L.L.C.	12/1/2016	12/1/2016		\$0.00
A42043022-00	Production Sharing Agreement	Panola College, et al (Reeves-Curtis Unit PSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42043023-00	Production Sharing Agreement	Sabine Royalty Trust (Reeves-Curtis Unit PSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42043024-00	Production Sharing Agreement	Claude Randall Bagley,etux (Reeves-Curtis UnitPSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42043025-00	Production Sharing Agreement	MSR Oil and Gas HoldingsLLC(Reeves-Curtis Unit PSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42043026-00	Production Sharing Agreement	Southwest Petroleum Co LP (Reeves-Curtis Unit)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42044001-00	Letter Agreement	Samson Lone Star, LLC	PetroQuest Energy, L.L.C.	5/25/2017			\$0.00
A42044002-00	Exchange Agreement	PetroQuest Energy, L.L.C.	Samson Lone Star, LLC	7/1/2017			\$0.00
A42044003-00	Operating Agreement	Muse Energy Partners,LP(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044004-00	Operating Agreement	Broponda LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044005-00	Operating Agreement	LF Sales Corporation(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044006-00	Operating Agreement	JPJ-R, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044007-00	Operating Agreement	Jay Langner(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044008-00	Operating Agreement	Gerald B Cramer Irre Tr(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044009-00	Operating Agreement	Hornet Exploration LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044010-00	Operating Agreement	Martin Oring(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044011-00	Operating Agreement	David Oring(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044012-00	Operating Agreement	Thomas Chance Fly Carthage GasLLC(Non-Oper)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044013-00	Operating Agreement	Ortego Investments LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044014-00	Operating Agreement	Langhammer Associates,LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044015-00	Operating Agreement	Brady Productions LLC (Non-Oper)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044016-00	Operating Agreement	Deeridge Group II, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044017-00	Operating Agreement	North Star Coal Company(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044018-00	Operating Agreement	Robert S Birch Rev Tr(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044019-00	Operating Agreement	MACLI, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044020-00	Operating Agreement	Jane Holzer(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044021-00	Operating Agreement	Courson Oil & Gas, Inc.(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00

A42044022-00	Operating Agreement	Philip Richter(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044023-00	Operating Agreement	Sarah Willeman(Non-Operator)	PetroQuest Energy, L.L.C.	8/10/2017	8/10/2017		\$0.00
A42044024-00	Production Sharing Agreement	David Glen Satterwhite,etal(Johnson Unit PSA)	PetroQuest Energy, L.L.C.	7/1/2017	7/1/2017		\$0.00
A42044025-00	Production Sharing Agreement	Margaret Ascher Beach Partne Ltd(Johnson Unit PSA)	PetroQuest Energy, L.L.C.	8/29/2017	8/29/2017		\$0.00
A42044026-00	Production Sharing Agreement	R. Goodman Royalty Interests, LLC(Johnson Unit PSA)	PetroQuest Energy, L.L.C.	8/25/2017	8/25/2017		\$0.00
A42044027-00	Production Sharing Agreement	J Goodman Royalty Interests, LLC(Johnson Unit PSA)	PetroQuest Energy, L.L.C.	9/2/2017	9/2/2017		\$0.00
A42048001-00	Farmout Agreement ²	Chevron U.S.A., Inc.	PetroQuest Energy, L.L.C.	11/1/2015			\$0.00
A42048002-00	Participation Agreement	Courson Oil & Gas, Inc.	PetroQuest Energy, L.L.C.	11/1/2015	11/1/2015		\$0.00
A42048003-00	Operating Agreement	Courson Oil&Gas, Inc Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048007-00	Participation Agreement	SP II Family GP Partners	PetroQuest Energy, L.L.C.	11/1/2015	11/1/2015		\$0.00
A42048009-00	Operating Agreement	Gerald B. Cramer Rev Tr Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048010-00	Operating Agreement	JPJ-R LLC (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048012-00	Operating Agreement	Jay Langner (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048014-00	Operating Agreement	Hornet Exploration LLC Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048015-00	Operating Agreement	Muse Petroleum Corp Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048016-00	Operating Agreement	SP II Family GP Part Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048017-00	Operating Agreement	Broponda LLC (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048019-00	Operating Agreement	David Oring (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048021-00	Operating Agreement	Thomas Chance Fly Carth Gas, LLC	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048023-00	Operating Agreement	Martin Oring (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048024-00	Participation Agreement	Alan Bazaar	PetroQuest Energy, L.L.C.	11/1/2015	11/1/2015		\$0.00
A42048025-00	Operating Agreement	Alan Bazaar (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048026-00	Participation Agreement	Sarah Willeman	PetroQuest Energy, L.L.C.	11/1/2015	11/1/2015		\$0.00
A42048027-00	Operating Agreement	Sarah Willeman (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048029-00	Operating Agreement	Jane Holzer (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048030-00	Participation Agreement	Philip Richter	PetroQuest Energy, L.L.C.	11/1/2015	11/1/2015		\$0.00

A42048031-00	Operating Agreement	Philip Richter (Non-Operator)	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048033-00	Operating Agreement	Ortego Investment, LLC Non-Oper	PetroQuest Energy, L.L.C. (Operator)	11/1/2015	11/1/2015		\$0.00
A42048034-00	Operating Agreement	Broponda LLC (Non-Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048035-00	Operating Agreement	LF Sales Corporation (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048036-00	Operating Agreement	Robert S Birch Rev Trust (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048037-00	Operating Agreement	Jay Langner (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048038-00	Operating Agreement	Langhammer Associates, LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048039-00	Operating Agreement	Gerald B Cramer Rev Tr (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048040-00	Operating Agreement	Jane Holzer (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048041-00	Operating Agreement	Martin Oring (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048042-00	Operating Agreement	David Oring (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048043-00	Operating Agreement	Hornet Exploration LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048044-00	Operating Agreement	Brady Productions, LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048045-00	Operating Agreement	Muse Energy Partners, LP (Non-Op)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048046-00	Operating Agreement	JPJ-R, LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048047-00	Operating Agreement	Ortego Investments, L.L.C. (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048048-00	Operating Agreement	Deeridge Group II, LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048049-00	Operating Agreement	North Star Coal Company (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048050-00	Operating Agreement	MACLI, LLC (Non Operator)	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048051-00	Operating Agreement	Thomas Chance Family Carthage Gas, L.L.C. Non Oper	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
A42048052-00	Production Sharing Agreement	Candice Taylor (Medlin-Youngblood Unit PSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42048053-00	Production Sharing Agreement	Sabine Royalty Trust (Medlin-Youngblood Unit PSA)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42048054-00	Production Sharing Agreement	Claude Randall Bagley etux (Medlin-Youngblood Unit)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019		\$0.00
A42049001-00	Frac Pond Construction Agreement	James Wayne Robinson, et al	PetroQuest Energy, L.L.C.	10/27/2015			\$0.00
A42049002-00	Exchange Agreement	PetroQuest Energy, L.L.C.	Sabine Oil & Gas Corporation, along with Sabine East Texas Basin LLC	4/1/2017			\$0.00
A42049002-00	Exchange Agreement	PetroQuest Energy, L.L.C.	Sabine Oil & Gas Corporation, along with Sabine East Texas Basin LLC	5/1/2017			\$0.00
A42049003-00	Farmout Agreement ²	Chevron U.S.A., Inc.	PetroQuest Energy, L.L.C.	5/1/2017			\$0.00

A42049004-00	Mutual Access Road Use Agreement	PetroQuest Energy, L.L.C.	Sabine Oil & Gas Corporation	9/15/2017			\$0.00
A42049005-00	Operating Agreement	Courson Oil & Gas, Inc.(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049006-00	Operating Agreement	Sarah Willeman(Non-Operator) -	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049007-00	Operating Agreement	Philip Richter(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049008-00	Operating Agreement	Ortego Investments, L.L.C.(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049009-00	Operating Agreement	Thomas Chance Fly Carthage Gas LLC(Non-Oper)Rich	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049010-00	Operating Agreement	Hornet Exploration LLC(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049011-00	Operating Agreement	David Oring (Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049012-00	Operating Agreement	Martin Oring (Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049013-00	Operating Agreement	Jay Langner (Non Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049014-00	Operating Agreement	Gerald B. Cramer Irr Tr(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049015-00	Operating Agreement	Broponda LLC (Non Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049016-00	Operating Agreement	JPJ-R, LLC (Non Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049017-00	Operating Agreement	Muse Energy Partners, LP(Non Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049018-00	Operating Agreement	Langhammer Associates, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049019-00	Operating Agreement	Brady Productions, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049020-00	Operating Agreement	Robert S Birch Rev Trust(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049021-00	Operating Agreement	North Star Coal Company(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049022-00	Operating Agreement	Deeridge Group II, LLC(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049023-00	Operating Agreement	LF Sales Corporation(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049024-00	Operating Agreement	MACLI, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049025-00	Operating Agreement	Jane Holzer(Non-Operator)	PetroQuest Energy, L.L.C.	4/16/2017	4/16/2017		\$0.00
A42049026-00	Purchase And Sale Agreement	PetroQuest Energy, L.L.C. (Seller)	Produced Water Transfer1 LLC (Buyer)	12/15/2017			\$0.00
A42049027-00	Gathering Services Agreement (Produced Water)	Produced Water Transfer1 LLC	PetroQuest Energy, L.L.C.	12/15/2017			\$0.00
C42049103-00	Memorandum of Dedication for Gathering Services	Produced Water Transfer1 LLC	PetroQuest Energy, L.L.C.	12/15/2017		1946/488	\$0.00
A42049028-00	Perpetual License and Right of Use Agreement for Use of Salt Water Disposal Wells	PetroQuest Energy, L.L.C.	Produced Water Transfer1 LLC	12/15/2017			\$0.00
A42049029-00	Salt Water Disposal Agreement	PetroQuest Energy, L.L.C.	Produced Water Transfer1 LLC	12/15/2017			\$0.00

A42049031-00	Perpetual License and Right of Use Agreement for Use of a Pipeline	PetroQuest Energy, L.L.C.	Produced Water Transfer1 LLC	12/15/2017			\$0.00
A42049032-00	Mutual Pipeline Right of Way Use Agreement	Sabine Oil & Gas Corporation	PetroQuest Energy, L.L.C.	8/15/2017			\$0.00
A42049033-00	Letter Agreement	PetroQuest Energy, L.L.C. (Seller)	Sabine East Texas Basin LLC (Buyer)	1/20/2020	1/20/2020		\$0.00
A42210001-00	Area of Mutual Interest Agreement	Rockcliff Energy Operating LLC	PetroQuest Energy, L.L.C.	7/22/2019	7/22/2019		\$0.00
A42300001-00	Participation Agreement	Ortego Investments, L.L.C.	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300002-00	Tax Partnership Agreement	Ortego Investments, L.L.C.	PetroQuest Energy, L.L.C.	10/24/2016			\$0.00
A42300002-00	Participation Agreement	Thomas Chance Family Carthage Gas, L.L.C.	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42330004-00	Tax Partnership Agreement	Thomas Chance Family Carthage Gas, L.L.C.	PetroQuest Energy, L.L.C.	10/26/2016			\$0.00
A42300003-00	Participation Agreement	Hornet Exploration L.L.C.	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42330006-00	Tax Partnership Agreement	Hornet Exploration L.L.C.	PetroQuest Energy, L.L.C.	10/27/2016			\$0.00
A42300004-00	Participation Agreement	David Oring	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300008-00	Tax Partnership Agreement	David Oring	PetroQuest Energy, L.L.C.	10/25/2016			\$0.00
A42300005-00	Participation Agreement	Martin Oring	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300010-00	Tax Partnership Agreement	Martin Oring	PetroQuest Energy, L.L.C.	10/26/2016			\$0.00
A42300006-00	Participation Agreement	Jay Langner	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300012-00	Tax Partnership Agreement	Jay Langner	PetroQuest Energy, L.L.C.	10/26/2016			\$0.00
A42300007-00	Participation Agreement	Gerald B. Cramer Rev. Tr.	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300014-00	Tax Partnership Agreement	Gerald B. Cramer Rev. Tr.	PetroQuest Energy, L.L.C.	10/26/2016			\$0.00
A42300008-00	Participation Agreement	Broponda LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300057-00	Tax Partnership Agreement	Broponda LLC	PetroQuest Energy, L.L.C.	12/31/2017			\$0.00
A42300009-00	Participation Agreement	JPJ-R, LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300018-00	Tax Partnership Agreement	JPJ-R, LLC	PetroQuest Energy, L.L.C.	10/31/2016			\$0.00
A42300010-00	Participation Agreement	Muse Energy Partners, LP	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300020-00	Tax Partnership Agreement	Muse Energy Partners, LP	PetroQuest Energy, L.L.C.	11/1/2016			\$0.00
A42300011-00	Participation Agreement	Langhammer Associates, LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300022-00	Tax Partnership Agreement	Langhammer Associates, LLC	PetroQuest Energy, L.L.C.	11/3/2016			\$0.00
A42300012-00	Participation Agreement	Brady Productions, LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300024-00	Tax Partnership Agreement	Brady Productions, LLC	PetroQuest Energy, L.L.C.	10/26/2016			\$0.00
A42300013-00	Participation Agreement	Robert S Birch Rev Trust	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300026-00	Tax Partnership Agreement	Robert S. Birch Rev. Trust UAD 8/19/04	PetroQuest Energy, L.L.C.	11/4/2016			\$0.00
A42300014-00	Participation Agreement	North Star Coal Company	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300028-00	Tax Partnership Agreement	North Star Coal Company	PetroQuest Energy, L.L.C.	10/24/2016			\$0.00

A4230015-00	Participation Agreement	Deeridge Group II, LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300030-00	Tax Partnership Agreement	Deeridge Group II, LLC	PetroQuest Energy, L.L.C.	11/7/2016			\$0.00
A42300016-00	Participation Agreement	LF Sales Corporation	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300058-00	Tax Partnership Agreement	LF Sales Corporation	PetroQuest Energy, L.L.C.	12/31/2017			\$0.00
A42300017-00	Participation Agreement	MACLI, LLC	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300034-00	Tax Partnership Agreement	MACLI, LLC	PetroQuest Energy, L.L.C.	11/9/2016			\$0.00
A42300018-00	Participation Agreement	Jane Holzer	PetroQuest Energy, L.L.C.	11/1/2016	11/1/2016		\$0.00
C42300036-00	Tax Partnership Agreement	Jane Holzer	PetroQuest Energy, L.L.C.	11/11/2016			\$0.00
A42300020-00	Letter Agreement	PetroQuest Energy, L.L.C., et al		11/1/2016			\$0.00
A42320001-00	Purchase & Sale Agreement	Warren Acquisition, Inc., et al	Chesapeake Exploration, L.L.C.	1/8/2007			\$0.00
A42330001-00	Farmout Agreement ²	Chevron U.S.A., Inc. - 100.23 acres	PetroQuest Energy, L.L.C.	10/26/2017			\$0.00
C42330046-00	Amendment to Farmout Agreement	Chevron U.S.A, Inc.	PetroQuest Energy, L.L.C.	10/1/2018			\$0.00
A42330002-00	Operating Agreement	Courson Oil & Gas, Inc.(Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330003-00	Operating Agreement	Phillip Richter (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330004-00	Operating Agreement	Sarah Willeman (Non-Operator) -	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330005-00	Operating Agreement	Brady Productions, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330006-00	Operating Agreement	Broponda LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330007-00	Operating Agreement	David Oring (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330008-00	Operating Agreement	Deeridge Group II, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330009-00	Operating Agreement	Hornet Exploration LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330010-00	Operating Agreement	Jane Holzer (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330011-00	Operating Agreement	Jay Langner (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330012-00	Operating Agreement	JPJ-R, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330013-00	Operating Agreement	Langhammer Associates,LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330014-00	Operating Agreement	LF Sales Corporation (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330015-00	Operating Agreement	MACLI, LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330016-00	Operating Agreement	Martin Oring (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330017-00	Operating Agreement	Muse Energy Partners,LP(Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330018-00	Operating Agreement	North Star Coal Company(Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330019-00	Operating Agreement	Robert S Birch Rev Tr(Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330020-00	Operating Agreement	Thomas Chance Fly Carthage Gas LLC (Non-Operator)	PetroQuest Energy, L.L.C.	9/10/2017	9/10/2017		\$0.00
A42330021-00	Production Sharing Agreement	JK&JB Cain Living Trust,et al-Wiener CV 1H PSA	PetroQuest Energy, L.L.C.	6/1/2017	6/1/2017		\$0.00

A42330022-00	Production Sharing Agreement	Glynda Roberts Williams et al(Wiener CV 1H PSA)	PetroQuest Energy, L.L.C.	6/1/2017	6/1/2017	\$0.00
A42330023-00	Production Sharing Agreement	EAC Rev Trust (Wiener CV 1H PSA)	PetroQuest Energy, L.L.C.	6/1/2017	6/1/2017	\$0.00
A42330024-00	Production Sharing Agreement	Tenfold, Inc., et al (Wiener CV& 100.23 ac PSA)	PetroQuest Energy, L.L.C.	6/1/2017	6/1/2017	\$0.00
A42330025-00	Production Sharing Agreement	Tenfold, Inc., et al (Wiener 1H&Wescott-Johnson PSA)	PetroQuest Energy, L.L.C.	6/1/2017	6/1/2017	\$0.00
A42330026-00	Operating Agreement	Ortego Investments, L.L.C. (Non-Operator)Wiener CV	PetroQuest Energy, L.L.C.	11/10/2018	11/10/2018	\$0.00
A42350001-00	Production Sharing Agreement	Glynda Roberts Williams, et al (Baker Gas Unit)	PetroQuest Energy, L.L.C.	6/1/2018	6/1/2018	\$0.00
A42350002-00	Production Sharing Agreement	Chevron U.S.A. Inc.(Baker Gas Unit)	PetroQuest Energy, L.L.C.	6/1/2018	6/1/2018	\$0.00
A42350003-00	Operating Agreement	Chevron U.S.A. Inc. (Baker Gas Unit)	PetroQuest Energy, L.L.C.	1/1/2019	1/1/2019	\$0.00
A42350004-00	Operating Agreement	Thomas Chance Family Carthage Gas, L.L.C. (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350005-00	Operating Agreement	Courson Oil & Gas, Inc.(Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350006-00	Operating Agreement	Brady Productions, LLC (Non-Op) Baker Gas Unit	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350007-00	Operating Agreement	MACLI, LLC (Non-Op) Baker Gas Unit	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350008-00	Operating Agreement	Deeridge Group II, LLC (Non-Op) Baker Gas Unit	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350009-00	Operating Agreement	Langhammer Associates, LLC (Non-Op) Baker Gas Unit	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350010-00	Operating Agreement	Hornet Exploration LLC (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350011-00	Operating Agreement	David Oring (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350012-00	Operating Agreement	JPJ-R, LLC (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350013-00	Operating Agreement	Jane Holzer (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350014-00	Operating Agreement	Martin Oring (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350015-00	Operating Agreement	North Star Coal Company (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350016-00	Operating Agreement	Muse Energy Partners, LP (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350017-00	Operating Agreement	Jay Langner (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350018-00	Operating Agreement	Robert S. Birch Rev. Trust UAD 8/19/04 (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350019-00	Operating Agreement	Broponda LLC (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350020-00	Operating Agreement	LF Sales Corporation (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350021-00	Operating Agreement	Sarah Willeman (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350022-00	Operating Agreement	Philip Richter (Non-Op)	PetroQuest Energy, L.L.C.	4/22/2019	4/22/2019	\$0.00
A42350023-00	Letter Agreement	Rockcliff Energy Operating LLC	PetroQuest Energy, L.L.C.	5/14/2020	5/14/2020	\$0.00
A42360001-00	Lease Exchange Agreement	Rockcliff Energy Operating LLC	PetroQuest Energy, L.L.C.	6/8/2018	6/8/2018	\$0.00
A42360002-00	Letter Agreement	Williamson Oil & Gas, Inc.	PetroQuest Energy, L.L.C.	11/7/2017	11/7/2017	\$0.00
A42360003-00	Lease Exchange Agreement	Rockcliff Energy Operating LLC	PetroQuest Energy, L.L.C.	5/16/2019	5/16/2019	\$0.00

C42040058-00	Term Assignment of Oil, Gas and Mineral Leases	PetroQuest Energy, L.L.C.	Brammer Petroleum Inc.	12/22/2008			\$0.00
C42040116-00	Term Assignment	PetroQuest Energy, L.L.C.	Classic Hydrocarbons Operating, LLC	9/9/2008			\$0.00
C42040157-00	Term Assignment of Oil, Gas and Mineral Lease	PetroQuest Energy, L.L.C.	PetroGas Systems, LLC	2/19/2010		1553/839	\$0.00
C42040165-00	Term Assignment of Oil, Gas and Mineral Lease	PetroQuest Energy, L.L.C.	PetroGas Systems, LLC	3/5/2011		1610/196	\$0.00
C42040395-00	Term Assignment of Oil, Gas and Mineral Leases	Shamrock Acquisition Company, L.L.C.	PetroQuest Energy, L.L.C.	6/18/2013		175663	\$0.00
C42040396-00	Term Assignment of Oil, Gas and Mineral Leases	Brammer Petroleum, Inc.	PetroQuest Energy, L.L.C.	6/11/2013		175664	\$0.00
C42040397-00	Term Assignment of Oil, Gas and Mineral Leases	International Petrogas Corp NV	PetroQuest Energy, L.L.C.	6/17/2013		175665	\$0.00
C42040575-00	Term Assignment of Oil, Gas and Mineral Leases	Harleton Oil & Gas, Inc.	PetroQuest Energy, L.L.C.	5/13/2014		1780/384	\$0.00
C42040577-00	Term Assignment of Oil, Gas and Mineral Leases	Blossom Limited Partnership, et al	PetroQuest Energy, L.L.C.	5/13/2014		1780/389	\$0.00
C42040578-00	Term Assignment of Oil, Gas and Mineral Leases	Blossom Limited Partnership, et al	PetroQuest Energy, L.L.C.	5/13/2014		1780/377	\$0.00
C42040579-00	Term Assignment of Oil, Gas and Mineral Leases	New Diana, Ltd, et al	PetroQuest Energy, L.L.C.	7/25/2014		1791/41	\$0.00
C42041007-00	Term Assignment of Oil, Gas and Mineral Leases	Apex Royalties Inc.	PetroQuest Energy, L.L.C.	8/29/2013		1744/738	\$0.00
C42042001-00	Term Assignment of Oil, Gas and Mineral Leases	Abar Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/8/2013		1743/140	\$0.00
C42042002-00	Term Assignment of Oil, Gas and Mineral Leases	Acora Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/8/2013		1743/147	\$0.00
C42042003-00	Term Assignment of Oil, Gas and Mineral Leases	Afer Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/9/2013		1743/154	\$0.00
C42042004-00	Term Assignment of Oil, Gas and Mineral Leases	Agil Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/8/2013		1743/160	\$0.00
C42042005-00	Term Assignment of Oil, Gas and Mineral Leases	Amerex Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/8/2013		1743/167	\$0.00
C42042006-00	Term Assignment of Oil, Gas and Mineral Leases	Anura Gas & Oil Corporation	PetroQuest Energy, L.L.C.	8/9/2013		1743/174	\$0.00
C42042007-00	Term Assignment of Oil, Gas and Mineral Leases	C & S Exploration, NV	PetroQuest Energy, L.L.C.	8/9/2013		1743/194	\$0.00

C42042008-00	Term Assignment of Oil, Gas and Mineral Leases	ChurchFountain, S.A.	PetroQuest Energy, L.L.C.	8/8/2013		1743/180	\$0.00
C42042009-00	Term Assignment of Oil, Gas and Mineral Leases	Geneco Corp NV I-80	PetroQuest Energy, L.L.C.	8/26/2013		1743/201	\$0.00
C42042010-00	Term Assignment of Oil, Gas and Mineral Leases	Sonalex, S.A.	PetroQuest Energy, L.L.C.	8/8/2013		1743/187	\$0.00
C42042011-00	Term Assignment of Oil, Gas and Mineral Leases	Ralph Phelan	PetroQuest Energy, L.L.C.	9/11/2013		1746/170	\$0.00
C42043001-00	Term Assignment of Oil, Gas and Mineral Lease	Brammer Petroleum, Inc.	PetroQuest Energy, L.L.C.	8/13/2013		1743/133	\$0.00
C42310005-00	Term Assignment of Oil, Gas and Mineral Leases	Windsor Production Company	PetroQuest Energy, L.L.C.	2/2/2017		1905/734	\$0.00
C42310007-00	Term Assignment of Oil, Gas and Mineral Leases	Hudson Gas and Oil, Ltd.	PetroQuest Energy, L.L.C.	5/23/2017		1920/638	\$0.00
C42310030-00	Term Assignment of Oil, Gas and Mineral Leases	Wilco, LLC	PetroQuest Energy, L.L.C.	2/28/2019		1920/638	\$0.00
C42360026-00	Partial Term Assignment of Oil, Gas and Mineral Leases	Rockcliff Energy Operating LLC	PetroQuest Energy, L.L.C.	6/29/2018		1977/554	\$0.00
C42360027-00	Partial Term Assignment of Oil, Gas and Mineral Leases	PetroQuest Energy, L.L.C.	Rockcliff Energy Operating LLC	6/29/2018		1977/843	\$0.00
C42360028-00	Partial Term Assignment of Oil, Gas and Mineral Leases	PetroQuest Energy, L.L.C.	Rockcliff Energy Operating LLC	6/29/2018		1978/1	\$0.00

PQ No.	Unit Name	Agreement	Party 1	Party 2	Date	Bk/Pg	Cure Cost
	A.E.Carroll Unit	Assignment	PetroQuest Energy, L.L.C.	BASA Resources, Inc	1/1/2012	1726/19	\$0.00
C42040085-00	Baker Gas Unit	Conveyance	PetroQuest Energy, L.L.C.	Carthage L.L.C.			\$0.00
C42360045-00	Baker Gas Unit	Partial Assignment	PetroQuest Energy, L.L.C.	Rockcliff Energy Operating LLC	6/1/2019	2029/549	\$0.00
C42044008-00	Johnson Unit	Partial Assignment	PetroQuest Energy, L.L.C.	Samson Lone Star, LLC	7/1/2017	1925/589	\$0.00
C42048079-00	Medlin-Youngblood Unit Pope-Medlin Unit	Assignment of Production Payment Interest	Bonnie B. Pope, et vir	Lisa Bagley Brown, et al	11/17/2022	7/10/2577	\$0.00

TEXACO/CVX ASSIGNMENTS:

These assignments included at the request of Chevron. The assignments are listed out of an abundance of caution with no waiver of parties' rights as to the executory nature of such assignments. This list of assignments is not intended to be an exhaustive, inclusive list.

PQ No.	Agreement	Assignor	Assignee	Dated	Eff Date	Book	Page	Entry	Cure Cost
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C42040438-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Kelly-Lincoln Unit Well No. 4)	PetroQuest Energy, L.L.C	Chevron U.S.A. Inc.	12/12/2012	6/1/2002	1710	379	172315	\$0.00
C42040436-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-White Unit Well No. 2)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	12/1/2003	1710	419	172320	\$0.00
C42040147-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (T. S. Lagrone Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015	1/1/2015	1835	67	191274	\$0.00
C42040166-00	Partial Assignment of Oil, Gas and Mineral Leases (Penna-Sikes Unit)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		9/1/2011	1659	717	164838	\$0.00
C42040313-00	Partial Assignment of Oil, Gas and Mineral Leases (Southland Paper Company Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	106	38266	\$0.00
C42040590-00	Partial Assignment of Oil, Gas and Mineral Lease (Powell "A-2" Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	759	38693	\$0.00
C42040666-00	Partial Assignment of Oil, Gas and Mineral Lease (Southland Paper Company Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	3/11/1997	9/12/1995	1000	821	40734	\$0.00

C42040152-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (Southland Paper Company Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015	1/1/2015	1835	74	191275	\$0.00
C42040150-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (Werner Thompson Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015		1835	88	191277	\$0.00
C42040655-00	Partial Assignment of Oil, Gas and Mineral Leases (B.J. Johnson Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	773	38695	\$0.00
C42040368-00	Partial Assignment of Oil, Gas and Mineral Leases (Furrh-McMillan Unit Well No. 3) dated but effective from as Assignor to as Assignee	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	57	38259	\$0.00
C42040657-00	Partial Assignment of Oil, Gas and Mineral Leases (Kate McMillan Unit Well No. 3) dated but effective from as Assignor to as Assignee	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	787	38697	\$0.00
C42040312-00	Partial Assignment of Oil, Gas and Mineral Leases (Kelly-Lincoln Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	78	38262	\$0.00

C42040305-00/C42040416-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner "G" Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	9/26/2013	9/21/2013	1765 1765	425 226	181035 180988	\$0.00
C42040401-00	Wellbore Assignment and Bill of Sale (Deadwood Unit Well No. 5)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/14/2011		1731	24	175483	\$0.00
C42040303-00	Wellbore Assignment and Bill of Sale (Werner Hull No. 5)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/11/2017		1954	93	207223	\$0.00
C42040431-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Powell "A-2" Unit Well No. 4)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	7/1/2005	1710	387	172316	\$0.00
C42040699-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Clarence No. 2 Well)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996					\$0.00
C42040570-00	Partial Assignment of Oil, Gas and Mineral Leases	Chevron U.S.A. Inc.	PetroQuest Energy L.L.C.	4/28/2015	3/26/2015	1825	730	189901	\$0.00
C42040149-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (Werner-Pope Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015	1/1/2015	1835	53	191272	\$0.00

C42040151-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (B.J. Johnson Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015	1/1/2015	1835	81	191276	\$0.00
C42040670-00	Reassignment of Oil, Gas and Mineral Lease (Southland Paper Unit Well No. 4)	Union Pacific Resources Company	Texaco Exploration and Production Inc.	10/26/1998	9/12/1995	1048	241	53001	\$0.00
C42040669-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner "D" Unit Well No. 3)	Union Pacific Resources Company	Texaco Exploration and Production Inc.	10/26/1998	1/18/1997	1048	252	53004	\$0.00
C42040668-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner "D" Unit Well No. 4)	Union Pacific Resources Company	Texaco Exploration and Production Inc.	10/26/1998	3/2/1998	1048	257	53005	\$0.00
C42040699-00	Reassignment of Oil, Gas and Mineral Lease	Union Pacific Resources Company	Texaco Exploration and Production Inc.	10/26/1998	9/12/1995				\$0.00
C42040667-00	Reassignment of Oil, Gas and Mineral Leases (Werner-Spradley Unit Well No. 3)	Union Pacific Resources Company	Texaco Exploration and Production Inc.	10/26/1998	9/12/1995	1048	245	53002	\$0.00
C42040430-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-Bagley Unit Well No. 2)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	1/31/2013	7/14/2011	1721	608	174037	\$0.00

C42040428-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Furrh-McMillan Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	1/31/2013	1/5/2011	1721	624	174039	\$0.00
C42040429-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Southland Paper Company Unit Well No. 2)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	1/31/2013	12/16/2010	1721	616	174038	\$0.00
C42040427-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-Pope Unit Well No. 4)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	1/31/2013	10/7/2011	1721	632	174040	\$0.00
C42040148-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Adjustment of Overriding Royalty Interest (Southland Paper "A" Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/31/2015	1/1/2015	1835	60	191273	\$0.00
C42040433-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignmetn of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Southland Paper "A" Unit Well No. 4)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	5/1/2005	1710	403	172318	\$0.00

C42040310-00	Partial Assignment of Oil, Gas and Mineral Lease (Southland Paper Company "A" Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	113	38267	\$0.00
C42040591-00	Partial Assignment of Oil, Gas, and Mineral Lease (Southland Paper Company "A" Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	766	38694	\$0.00
C42040308-00	Partial Assignment of Oil, Gas and Mineral Leases (Southland Paper Company Unit Well No. 2)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	92	38264	\$0.00
C42040132-00	Assignment of Oil, Gas and	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/16/1998	9/12/1995	1056	448	54911	\$0.00
C42040314-00	Partial Assignment of Oil, Gas and Mineral Leases (T.S. Lagrone Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	50	38258	\$0.00
C42040665-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Bagley Unit Well No. 2)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	3/11/1997	9/12/1995	1001	1	40735	\$0.00
C42040434-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-Clarence Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	12/1/2002	1710	411	172319	\$0.00
C42040307-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Clarence Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	85	38263	\$0.00
C42040304-00	Wellbore Assignment and Bill of Sale (Werner-Clarence Unit Well No. 5)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	3/21/2016		1880	221	197329	\$0.00
C42040306-00	Wellbore Assignment and Bill of Sale (Louis Werner "D" Unit Well No. 7)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		4/1/2007	1382	9	121238	\$0.00

C42040440-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner "D" Unit Well No. 7)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	71	38261	\$0.00
C42040663-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner "D" Unit Well No. 4)	Texaco Exploration Production Inc.	Union Pacific Resources Company	12/13/1996	9/12/1995	996	394	39650	\$0.00
C42040656-00	Partial Assignment of Oil, Gas and Mineral Lease (Louis Werner Saw Mill Company "E" Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	780	38696	\$0.00
C42040661-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner "G" Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	12/11/1996	9/12/1995	996	387	39649	\$0.00
C42040664-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Hull Unit Well No. 4)			12/11/1996	9/12/1995	996	408	39652	\$0.00
C42040186-00	Wellbore Assignment and Bill of Sale (Werner-Jordan Unit Well No. 4)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		3/16/2016	1867	84	195659	\$0.00
C42040437-00	Partial Reassignment of Oil, Gas and Mineral Lease, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-Lagrone Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	8/1/2002	1710	427	172321	\$0.00
C42040662-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Lagrone Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	12/11/1996	9/12/1995	996	401	39651	\$0.00
C42040374-00	Partial Assignment of Oil, Gas and Mineral Leases (Werner-Lefoy Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	64	38260	\$0.00

C42040311-00	Partial Assignment of Oil, Gas and Mineral Leases (Werner-Pope Unit Well No. 3)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	8/21/1996	9/12/1995	991	121	38268	\$0.00
C42040589-00	Partial Assignment of Oil, Gas and Mineral Leases (Werner-Pope Unit Well No. 4)	Texaco Exploration and Production Company	Union Pacific Resources Company	11/19/1996	9/12/1995	992	752	38692	\$0.00
C42040660-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Spradley Unit Well No. 3) dated but effective from as Assignor to as Assignee	Texaco Exploration and Production Inc.	Union Pacific Resources Company	12/11/1996	9/12/1995	996	380	39648	\$0.00
C42040432-00	Partial Reassignment of Oil, Gas and Mineral Leases, Partial Assignment of Interest and Bill of Sale to Well and Adjustment of Overriding Royalty Interest (Werner-Thompson Unit Well No. 4)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	12/12/2012	12/1/2001	1710	395	172317	\$0.00
C42040309-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-Thompson Unit Well No. 3)	Texaco Exploration and Production	Union Pacific Resources Company	8/21/1996	9/12/1995	991	99	38265	\$0.00
C42040658-00	Partial Assignment of Oil, Gas and Mineral Leases (Werner-Thompson Unit Well No. 4)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996	9/12/1995	992	794	38698	\$0.00
C42040659-00	Partial Assignment of Oil, Gas and Mineral Lease (Werner-White No. 1 Unit Well No. 2)	Texaco Exploration and Production Inc.	Union Pacific Resources Company	11/19/1996		992	801	38699	\$0.00
C42040572-00	Wellbore Assignment and Bill of Sale dated effective (C.C. Holiday "A" Unit Well No. 3)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.		12/10/2014	1830	207	190562	\$0.00
C42040087-00	Quitclaim of Interest (certain oil and gas leases)	PetroQuest Energy, L.L.C.	Chevron U.S.A. Inc.	2/27/2004	9/12/1995	1215	727	91473	\$0.00

The following documents related to surface included at the request of Chevron.

PQ #	Type_Agree	Grantor	Grantee	Dated	Effective	Book	Page	Entry	Cure Cost
S42040008-00	Non-Exclusive Roadway Right-Of-Way Grant	William Henry Barnett, et ux	PetroQuest Energy, L.L.C.	11/2/2005	11/2/2005	1292	11	105664	\$0.00
S42040010-00	Easement and Right-Of-Way	Claude R. Bagley, et ux	PetroQuest Energy, L.L.C.	6/9/2006	6/9/2006	1329	361	112227	\$0.00
S42040012-00	Well Site	Timberstar Nacogdoches I LP	PetroQuest Energy, L.L.C.	12/21/2006	12/21/2006	1360	395	117173	\$0.00
S42040022-00	Right-Of-Way Easement Agreement	Heckman Water Resources (CVR), Inc.	PetroQuest Energy, L.L.C.	4/3/2012	4/3/2012	1668	586	166276	\$0.00
S42040023-00	Temporary Pipeline Easement	Red River Nacogdoches II LP	PetroQuest Energy, L.L.C.	3/26/2012	3/26/2012	1668	599	166277	\$0.00
S42040024-00	Pipeline Right-Of-Way	Ramon Landeros	PetroQuest Energy, L.L.C.	4/30/2012	4/30/2012	1671	663	166741	\$0.00
S42040025-00	Pipeline Right-Of-Way Lease	Robert L. Harris, et ux	PetroQuest Energy, L.L.C.	4/11/2012	4/5/2012	1671	667	166742	\$0.00
S42040026-00	Pipeline Right-Of-Way	Tom Ben Wells	PetroQuest Energy, L.L.C.	3/2/2012	3/2/2012	1668	612	166279	\$0.00
S42040027-00	Pipeline Right-Of-Way	Danny Ray Ivy, et ux	PetroQuest Energy, L.L.C.	3/7/2012	3/7/2012	1668	616	166280	\$0.00
S42040028-00	Pipeline Right-Of-Way	Jose R. Villanueva	PetroQuest Energy, L.L.C.	2/23/2012	2/23/2012	1668	608	166278	\$0.00
S42040029-00	Pipeline Right-Of-Way	Minnie Lynch Bagley	PetroQuest Energy, L.L.C.	3/10/2012	3/10/2012	1668	621	166281	\$0.00
S42040036-00	Pipeline Right-Of-Way	Michael V Bryson	PetroQuest Energy, L.L.C.	2/17/2012	2/17/2012	1663	126	165397	\$0.00
S42040037-00	Pipeline Right-Of-Way	Daniel Rogers Herndon	PetroQuest Energy, L.L.C.	2/23/2012	2/23/2012	1663	135	165399	\$0.00
S42040038-00	Pipeline Right-Of-Way	David Allen Hendon, III	PetroQuest Energy, L.L.C.	2/17/2012	2/17/2012	1663	130	165398	\$0.00
S42040039-00	Pipeline Right-Of-Way	Richard H. Kirchner	PetroQuest Energy, L.L.C.	2/3/2012	2/3/2012	1663	117	165395	\$0.00
S42040040-00	Temporary Pipeline Easement	Red River Nacogdoches II LP - Trkg # 11-475	PetroQuest Energy, L.L.C.	2/27/2012	2/27/2012	1663	140	165400	\$0.00
S42040041-00	Pipeline Right-Of-Way	Sandra B. Perkins	PetroQuest Energy, L.L.C.	2/6/2012	2/6/2012	1663	122	165396	\$0.00

MARKETING:

PQ No.	Agreement	Party 1	Party 2	Date	Effective	Bk/Pg	Cure Cost
	Master Agreement	Shell Trading Risk Management, LLC	PetroQuest Energy, L.L.C.		3/26/2014		\$0.00
	Crude Oil Purchase Agreement	Sunoco Partners Marketing & Terminals, L.P.	PetroQuest Energy, L.L.C.	5/1/2014			\$0.00
	Base Contract for Sale and Purchase of Natural Gas	NextEra Energy Power Marketing, LLC	PetroQuest Energy, L.L.C.	5/31/2016			\$0.00
A42300019-00	Gas Gathering and Conditioning Agreement	Woodland Midstream Operating, LLC	PetroQuest Energy, L.L.C.	12/22/2016	12/22/2016		\$0.00
C42300037-00	Memorandum of Gas Gathering and Conditioning Agreement	Woodland Midstream Operating, LLC	PetroQuest Energy, L.L.C.	12/22/2016	12/22/2016	1905/796	\$0.00

C42300061-00	First Amendment Of Gas Gathering And Conditioning Agreement	Woodland Midstream Operating, LLC	PetroQuest Energy, L.L.C.		3/1/2019		\$0.00
C42300081-00	Second Amendment Of Gas Gathering And Conditioning Agreement	Woodland Midstream Operating, LLC	PetroQuest Energy, L.L.C.		3/1/2019		\$0.00
C42300087-00	Third Amendment of Gas Gathering and Conditioning Agreement	AMP II ETX Gathering II, LLC	PetroQuest Energy, L.L.C.		2/1/2023		\$0.00
C42300088-00	Fourth Amendment of Gas Gathering and Conditioning Agreement	AMP II ETX Gathering II, LLC	PetroQuest Energy, LLC		7/7/2023		\$0.00
C42300089-00	Fifth Amendment of Gas Gathering and Conditioning Agreement	AMP II ETX Gathering II, LLC	PetroQuest Energy, LLC		7/1/2024		\$0.00
A42040126-00	Gas Gathering and Processing Agreement	MarkWest Energy East Texas Gas Company, L.L.C.	PetroQuest Energy, L.L.C.	1/1/2017	1/1/2017		\$0.00
C42040460-00	First Amendment to Gas Gathering and Processing Agreement	MarkWest Energy East Texas Gas Company, L.L.C.	PetroQuest Energy, L.L.C.		2/1/2025		\$0.00
	Construction Reimbursement Agreement	Woodland Midstream Operating, LLC	PetroQuest Energy, L.L.C.	1/18/2017			\$0.00
	Facility Construction and Operating Agreement	Solution Midstream LLC	PetroQuest Energy, Inc.	2/10/2023			\$0.00
	First Amendment of Facility Construction and Operating Agreement	Solution Midstream LLC	PetroQuest Energy L.L.C.	4/11/2024	5/1/2024		\$0.00
	Second Amendment of Facility Construction and Operating Agreement	Solution Midstream LLC	PetroQuest Energy L.L.C.	4/11/2024	6/1/2024		\$0.00
	Base Contract for Sale and Purchase of Natural Gas	Texla Energy Management, Inc.	PetroQuest Energy, L.L.C.	2/1/2017			\$0.00
	Special Provisions For The Base Contract For Sale And Purchase of Natural Gas	Texla Energy Management, Inc.	PetroQuest Energy, L.L.C.	2/1/2017			\$0.00
	Agency Agreement	PetroQuest Energy, L.L.C. (Producer)	Texla Energy Management, Inc.	7/26/2023	2/10/2023		\$0.00
	Purchase Agreement	Texon L.P.	PetroQuest Energy, L.L.C.	8/28/2019	10/1/2019		\$0.00

UNITS:

PQ #	Unit Name	Agreement Type	Parties	Date	Bk/Pg	Cure Cost
U42040001-00	Burnett Gas Unit	Declaration of Unit	Winchester Production Company, et al	6/26/2003	1194/573	\$0.00
C42040115-00	Burnett Gas Unit	First Amendment to Declaration of Unit	Winchester Production Company, et al	6/26/2003	1214/370	\$0.00
U42040002-00	McFadden-Bagley Unit	Unit Designation	PETROQUEST ENERGY, L.L.C.	4/27/2006	1314/405	\$0.00
U42040003-00	Pope-Medlin Unit	Pooling Agreement	PetroQuest Energy L.L.C.	10/22/2007	1406/651	\$0.00
C42040181-00	Pope-Medlin Unit	Amendment to Pooling Declaration	PetroQuest Energy L.L.C.	10/15/2015	1844/523	\$0.00
U42040004-00	C. C. Holiday "A" #1 Unit	Unit Designation	Getty Oil Company	7/10/1981	700/805	\$0.00
C42040039-00	C. C. Holiday "A" #1 Unit	Second Amendment to Unit Designation	Chevron USA Inc, et al	8/27/2007	1397/582	\$0.00
C42040038-00	C. C. Holiday "A" #1 Unit	Amendment to Unit Designation	Getty Oil Company	7/10/1981	727/240	\$0.00
U42040005-00	Werner-Powell Unit	Declared Unit	Skelly Oil Company	10/6/1948	273/55	\$0.00
U42040006-00	Werner-Carrington Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	4/12/1948	265/504	\$0.00
U42040007-00	T. S. LaGrone Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	10/5/1953	342/481	\$0.00
C42040045-00	T. S. LaGrone Unit	Ratification Agreement	A. G. Carter, Jr.	10/5/1953	359/331	\$0.00
C42040044-00	T. S. LaGrone Unit	Ratification Agreement	Dorothy Watt Brelsford	10/5/1953	359/331	\$0.00
U42040008-00	American Legion Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/22/1952	318/16	\$0.00
U42040009-00	B. J. Johnson Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/22/1953	331/174	\$0.00
U42040010-00	Kelly-Lincoln Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	1/10/1948	254/50	\$0.00
C42040068-00	Kelly-Lincoln Unit	Modification of Declaration of Consolidation and Unitization	Skelly Oil Company, et al	6/28/1948	288/643	\$0.00
U42040011-00	Southland Paper Company "A" Unit	Unit Designation	Getty Oil Company	12/11/1979	668/475	\$0.00
U42040012-00	Southland Paper Company Unit	Gas Unit Designation	Getty Oil Company	1/24/1979	650/215	\$0.00
U42040013-00	Werner A Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/1/1948		\$0.00
U42040014-00	Werner D Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/23/1948	269/159	\$0.00
U42040015-00	Werner-Brelsford Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	5/19/1955	373/514	\$0.00
U42040016-00	Werner-Burton Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/29/1954	347/547	\$0.00
U42040017-00	Werner-White Unit	Pooling Declaration	Getty Oil Company	8/12/1983	742/387	\$0.00
C42040424-00	Werner-White Unit	Amendment and Ratification of Pooling Declaration	Texaco Exploration and Production, Inc., et al	10/17/1996	1015/321	\$0.00

C42040423-00	Werner-White Unit	Amendment and Ratification of Pooling Declaration	Texaco Exploration and Production, Inc., et al	10/17/1996	1015/318	\$0.00
U42040018-00	Werner-Thompson Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/7/1954	346/532	\$0.00
U42040019-00	Werner-Spradley Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	2/23/1949	277/34	\$0.00
U42040020-00	Werner-Smith Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/21/1947	269/227	\$0.00
U42040021-00	Werner-LaGrone Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/25/1947	246/32	\$0.00
U42040022-00	Werner-LeFoy Unit	Declaration of Unitization	Skelly Oil Company	3/11/1947	238/443	\$0.00
U42040023-00	Werner-Jordan Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	12/5/1955	382/192	\$0.00
U42040024-00	Werner-Micher Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	3/9/1955	372/182	\$0.00
U42040025-00	Werner-Clarence Unit	Gas Unit Designation	Getty Oil Company	1/27/1981	690/697	\$0.00
C42040086-00	Werner-Clarence Unit	Amended Unit Designation	Getty Oil Company	10/13/1981	706/516	\$0.00
U42040026-00	O. W. Alexander Unit	Amended Declaration of Consolidation and Unitization	Skelly Oil Company	11/27/1950	306/333	\$0.00
U42040027-00	Werner-Pope Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/6/1955	376/631	\$0.00
U42040028-00	Furrh-McMillan Unit	Declaration of Consolidation and Unitization (unexecuted)	Skelly Oil Company	4/27/1954	358/195	\$0.00
U42040029-00	Werner-Hull Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	2/23/1949	227/36	\$0.00
U42040030-00	Powell "A"-2 Unit	Declaration of Pooling	Getty Oil Company	6/13/1978	638/654	\$0.00
U42040031-00	Werner E Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/23/1948	269/160	\$0.00
U42040032-00	Werner G Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	4/15/1948	262/608	\$0.00
U42040033-00	Kate McMillan Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	4/28/1952	321/492	\$0.00
U42040034-00	W. B. Powell Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	8/20/1953	344/481	\$0.00
U42040035-00	LaGrone-Jeter Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/16/1952	323/569	\$0.00
U42040036-00	Werner-Bagley Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	3/6/1958	417/183	\$0.00
U42040037-00	Barnett Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	12/1/1949	297/662	\$0.00
U42040038-00	Bates-Powell Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/13/1948	270/518	\$0.00
U42040039-00	Alva Ray Curtis Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/26/1952	324/375	\$0.00
U42040040-00	BSA Unit	Designation of Pooled Unit	Getty Oil Company	11/1/1978	649/210	\$0.00
C42040096-00	BSA Unit	Amended Designation of Pooled Unit	Getty Oil Company	11/1/1978	690/166	\$0.00

U42040041-00	Deadwood Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	10/20/1948	271/55	\$0.00
U42040042-00	Wallace Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	5/4/1949	285/130	\$0.00
U42040043-00	Werner-Geneva Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/24/1948	270/360	\$0.00
U42040044-00	Werner-Koyle Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	4/19/1950	298/395	\$0.00
U42040045-00	N. V. Kinsey, Jr. Unit	Communitization Agreement	Skelly Oil Company, et al	5/29/1951	310/607	\$0.00
U42040046-00	Woodall Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	2/24/1954	354/378	\$0.00
U42040047-00	Sallie Baker Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	1/20/1945	179/34	\$0.00
U42040048-00	O. L. Jones Unit	Declaration of Unitization	Skelly Oil Company	5/15/1945	185/307	\$0.00
U42040049-00	Reeves-McMillan Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	12/11/1951	316/619	\$0.00
U42040050-00	W. G. Anderson Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/1/1948	266/590	\$0.00
U42040051-00	Werner J Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	12/27/1951	318/9	\$0.00
U42040052-00	John G. Bounds Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/11/1951	311/176	\$0.00
U42040053-00	Amber-Kirby Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	5/12/1954	356/404	\$0.00
C42040196-00	Amber-Kirby Unit	Amendment of Declaration of Consolidation and Unitization	Harleton Oil & Gas, Inc.	1/23/2001	1121/597	\$0.00
U42040054-00	Reeves Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	10/5/1949	294/265	\$0.00
U42040055-00	F. S. Hickey Unit	Gas Unit Designation	SMK Energy Corporation, et al	4/15/1985	775/631	\$0.00
C42040103-00	F. S. Hickey Unit	Amendment and Ratification of Unit Designation	SMK Energy Corporation, et al	4/15/1985	1516/750	\$0.00
U42040056-00	Penna-Sikes Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	12/29/1952	335/263	\$0.00
U42040057-00	Frost "B" Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	4/5/1950	297/182	\$0.00
U42040058-00	Werner-Carter Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	5/4/1954	355/322	\$0.00
U42040059-00	Werner-Stevens Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	4/18/1951	310/601	\$0.00
U42040060-00	Werner-Burden Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	9/19/1955	378/271	\$0.00
U42040061-00	J. B. Baker Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	9/24/1953	343/124	\$0.00
U42040062-00	Werner-Goodson Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	9/12/1950	308/474	\$0.00
U42040063-00	Werner F Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/23/1948	269/161	\$0.00

U42040064-00	Werner-Lewin Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	3/9/1948	269/73	\$0.00
U42040065-00	Werner-Barnett Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	1/18/1955	379/97	\$0.00
U42040066-00	Werner-Shaw Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	6/9/1950	299/398	\$0.00
U42040067-00	Werner H Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	5/28/1951	312/157	\$0.00
U42040068-00	Werner K Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	5/28/1951	314/211	\$0.00
U42040069-00	Werner-Frost Unit	Declaration of Consolidation and Unitization	Skelly Oil Company	7/18/1950	303/344	\$0.00
U42040070-00	Frost Tenaha Gas Unit	Designation of Unit	Chevron U.S.A. Inc., et al	3/9/2010	1557/1	\$0.00
U42040071-00	A. E. Carroll Unit	Declared Unit	Skelly Oil Company, et al	12/5/1952	330/408	\$0.00
C42040349-00	A. E. Carroll Unit	Second Amendment to Unit Designation	SMK Energy Corporation	9/16/1991	885/605	\$0.00
C42040348-00	A. E. Carroll Unit	Amendment to Unit Declaration	SMK Energy Corporation, et al	6/28/1991	885/595	\$0.00
C42040347-00	A. E. Carroll Unit	Amendment to Unit Declaration	SMK Energy Corporation	6/28/1991	881/582	\$0.00
C42040346-00	A. E. Carroll Unit	Correction to Unit Designation	Enigma Energy Company, L.L.C.	4/1/1997	1002/470	\$0.00
C42040345-00	A. E. Carroll Unit	Amendment to Unit Designation	Strand Energy, L.C.	6/1/1999	1070/617	\$0.00
C42040344-00	A. E. Carroll Unit	Amendment to Unit Designation	Strand Energy, L.C.	6/1/1999	1067/328	\$0.00
C42040326-00	A. E. Carroll Unit	Amendment to Unit Designation	Basa Resources, Inc., et al	10/1/2012	1693/496	\$0.00
U42040073-00	Werner-Clarence A-1 Oil Unit	Pooling Declaration and Unit Designation	Chevron U.S.A. Inc.	8/29/2006	1383/448	\$0.00
U42040074-00	Werner-Pace Unit	Declaration of Consolidation and Unitization	Skelly Oil Company, et al	8/10/1954	368/45	\$0.00
C42040153-00	Werner-Pace Unit	Amendment of Declaration of Consolidation and Unitization	Skelly Oil Company, et al	2/7/1955	369/578	\$0.00
U42040078-00	Wiener-Owen Unit	Pooling Declaration	PetroQuest Energy, L.L.C.	8/30/2007	1397/572	\$0.00
C42040077-00	Wiener-Owen Unit	Revised and Restated Pooling Declaration	PetroQuest Energy, L.L.C.	9/18/2008	1468/732	\$0.00
C42040034-00	Wiener-Owen Unit	First Amended Pooling Declaration	PetroQuest Energy, L.L.C.	1/9/2008	1420/388	\$0.00
U42040079-00		Unit Agreement	Huggs Incorporated, et al	8/23/1977		\$0.00
U42040080-00	B J Johnson Unit	Unitization Agreement	Skelly Oil Company	5/25/1953	336/506	\$0.00
U42040081-00	B J Johnson Unit	Unitization Agreement	Skelly Oil Company	6/25/1953	337/162	\$0.00
U42040082-00		Declared Unit	Harleton Oil & Gas, Inc	3/16/2005		\$0.00
U42040083-00		Declared Unit	Harleton Oil & Gas, Inc	10/9/1952		\$0.00
U42041001-00	Sabine Royalty #2 Unit (Maizie Lynch Unit No.2)	Unit Designation	Marshall Exploration, Inc.	2/24/1969	514/367	\$0.00
U42041002-00	Sabine Royalty No.3 Oil Unit No. 1	Designation of Oil Unit	Marshall Exploration, Inc.	4/8/1982	717/49	\$0.00

U42042001-00	Louis Werner Saw Mill Company Unit No. 1	Unit Designation	Marshall Exploration, Inc.	2/25/1969	514/445	\$0.00
C42042023-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	12/7/2015	1844/338	\$0.00
C42042022-00	Louis Werner Saw Mill Company Unit No. 1	Ratification of Unit Designation	Sylvia Irene Havens Shelby	8/9/2015	1842/347	\$0.00
C42042012-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	11/19/2014	1803/69	\$0.00
C42040394-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	Marshall Exploration, Inc.	7/3/1986	794/696	\$0.00
C42040393-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	Marshall Exploration, Inc.	10/2/1984	764/489	\$0.00
C42040392-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	Marshall Exploration, Inc.	8/16/1982	724/23	\$0.00
C42040391-00	Louis Werner Saw Mill Company Unit No. 1	Corrective Designation of Unit	Marshall Exploration, Inc.	3/6/1969	703/599	\$0.00
C42040390-00	Louis Werner Saw Mill Company Unit No. 1	Amendment to Unit Designation	Marshall Exploration, Inc.	3/6/1969	684/652	\$0.00
U42043001-00	Reeves-Curtis Unit	Unit Designation	PetroQuest Energy, L.L.C.	3/13/2014	1770/239	\$0.00
C42043102-00	Reeves-Curtis Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	2/14/2017	1906/218	\$0.00
C42043101-00	Reeves-Curtis Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	7/18/2016	1886/422	\$0.00
C42043097-00	Reeves-Curtis Unit	Ratification of Unit Designation	Mark A. Kundysek	10/22/2015	1849/70	\$0.00
C42043096-00	Reeves-Curtis Unit	Ratification of Unit Designation	Southwest Petroleum Company, L.P.	10/16/2015	1849/73	\$0.00
C42043092-00	Reeves-Curtis Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	12/7/2015	1844/318	\$0.00
C42043090-00	Reeves-Curtis Unit	Ratification of Unit Designation	Sylvia Irene Havens Shelby	8/9/2015	1842/344	\$0.00
C42043084-00	Reeves-Curtis Unit	Ratification of Unit Designation	Big Sky Mineral Trust	8/13/2015	1842/350	\$0.00
C42043079-00	Reeves-Curtis Unit	Revised and Restated Unit Designation	PetroQuest Energy, L.L.C.	12/9/2014	1805/175	\$0.00
U42044001-00	Johnson Unit	Unit Designation	PetroQuest Energy, L.L.C.	7/7/2017	1925/619	\$0.00
C42044145-00	Johnson Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	7/16/2018	1977/599	\$0.00
C42044102-00	Johnson Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	4/11/2018	1959/576	\$0.00
C42044101-00	Johnson Unit	Amendment to Unit Designation	PetroQuest Energy, L.L.C.	2/28/2018	1953/177	\$0.00
C42044099-00	Johnson Unit	Revised and Restated Unit Designation	PetroQuest Energy, L.L.C.	2/7/2018	1950/448	\$0.00
U42048001-00	Medlin- Youngblood Unit	Designation of Unit	PetroQuest Energy, L.L.C.	10/12/2015	1845/530	\$0.00
U42049001-00	Rich Unit	Unit Designation	PetroQuest Energy, L.L.C.	7/7/2017	1925/609	\$0.00
U42049002-00	Centennial Gas Unit	Unit Designation	Sabine Oil & Gas Corporation, et al	7/19/2018	1978/164	\$0.00

U42049003-00	Maverick Gas Unit	Unit Designation	Sabine Oil & Gas Corporation, et al	8/10/2018	1982/9	\$0.00
U42320001-00	Lacy-Pace Gas Unit No. 1	Designation of Unit	Camterra Resources, Inc.	7/19/2001	1126/303	\$0.00
U42320003-00	Pace CV Unit	Unit Designation	PetroQuest Energy, L.L.C.	3/12/2021	2130/522	\$0.00
U42330001-00	Wiener 1H Unit	Declaration of Pooled Unit	Chesapeake Exploration, L.L.C., et al	11/10/2009	1536/164	\$0.00
U42330002-00	Wiener CV Gas Unit	Designation of Unit	PetroQuest Energy, L.L.C., et al	2/6/2018	1953/164 1956/92	\$0.00
C42330076-00	Wiener CV Gas Unit	Amendment to Designation of Unit	PetroQuest Energy, L.L.C.	7/29/2019	2037/692	\$0.00
U42350001-00	Baker Gas Unit	Designation of Unit	PetroQuest Energy, L.L.C., et al	8/17/2018	1988/226	\$0.00
C42350024-00	Baker Gas Unit	Amendment to Designation of Unit	PetroQuest Energy, L.L.C.	10/17/2018	1993/727	\$0.00
C42350028-00	Baker Gas Unit	Amendment to Designation of Unit	PetroQuest Energy, L.L.C.	7/29/2019	2037/699	\$0.00
U42360002-00	McFadden-Pope Gas Unit	Revised and Restated Unit Designation	PetroQuest Energy, L.L.C.	10/16/2019	2050/780	\$0.00
C42020293-00	McFadden-Bagley Unit	Amendment to Unit Designation		9/11/2019	2044/64	\$0.00

HEDGES:

PQ No.	Agreement	Party 1	Party 2	Date	Cure Cost
	ISDA Master Agreement	Shell Trading Risk Management, LLC	PetroQuest Energy, L.L.C.	3/26/2014	\$0.00

Service Contracts:

PQ No.	Agreement	Party 1	Party 2	Date	Cure Cost
	Master Compression Services Agreement	PetroQuest Energy, L.L.C.	Exterran, Inc., et al	1/1/2008	\$0.00
	Schedule "A" to Master Compression Services Agreement	PetroQuest Energy, L.L.C.	Archrock Partners Operating LLC	2/9/2023	\$0.00
	Schedule "A" to Master Compression Services Agreement	PetroQuest Energy, L.L.C.	Archrock Partners Operating LLC	3/28/2023	\$0.00
	Amendment to Schedule "A" for Master Compression Services Agreement	PetroQuest Energy, L.L.C.	Archrock Partners Operating LLC	1/1/2025	\$0.00
	Rental Service Contract	PetroQuest Energy, L.L.C.	American Cooler & Equipment, LLC	10/2021	\$0.00
	Gas Compression Services Contract	PetroQuest Energy, L.L.C.	J-W Power Company	9/29/2017	\$0.00

² The identified agreements contain calls on production and/or preferential rights to purchase oil and/or gas.

Office Building Lease Agreement between LNR Lafayette Limited Partnership as Landlord and PetroQuest Energy, Inc. as Tenant dated November 7, 1999, as amended or otherwise modified.