



COURT FILE NUMBER 1901-16293

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF WHITE OAK GLOBAL ADVISORS, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THAT CERTAIN CREDIT AGREEMENT DATED MARCH 13, 2017, AS AMENDED

RESPONDENTS EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., AND EAGLE HYDROCARBONS INC.

DOCUMENT SUPPLEMENT TO THE SECOND REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., AND EAGLE HYDROCARBONS INC.

MAY 29, 2020

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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INTRODUCTION

1. The purpose of this supplement to the Second Report (the “**Supplemental Report**”) is to provide the Court with additional details with respect to the finalizing and execution of the Canadian Transaction and the US Asset Sale.
2. The Receiver is requesting the following relief from this Honourable Court:
 - a. Approval of the Receiver’s activities, receipts and disbursements, and permitting the Receiver to return to the Commercial List of this Court for approval of the Division I Proposal (defined below) in due course; and
 - b. Approval of the US Asset Sale.

TERMS OF REFERENCE

3. In preparing this Supplemental Report, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where appropriate, the Debtors’ books and records and discussions with the Debtors’ management and various other parties (collectively, the “**Information**”).
4. Except as described in this Supplemental Report:
 - a. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
 - b. The Receiver has not examined or reviewed financial forecasts and projections referred to in this Supplemental Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

5. Future oriented financial information reported or relied on in preparing this Second Report is based on assumptions regarding future events; actual results may vary from forecast and such variations may be material.
6. The Receiver has prepared this Supplemental Report in connection with an Application scheduled on June 2, 2020, and it should not be relied upon for any other purposes.
7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.
8. All capitalized terms not otherwise defined herein are as defined in the Second Report.

CANADIAN TRANSACTION

9. Since the date of the Second Report, the Receiver has negotiated and executed an arrangement agreement (the “**Arrangement Agreement**”) dated May 28, 2020, to complete a transaction whereby White Oak would complete a corporate arrangement by converting a portion of its secured debt in exchange for all the equity in Eagle Energy.
10. An executed copy of the Arrangement Agreement is attached as Appendix A to this Supplemental Report.
11. The Arrangement Agreement includes a provision that a proposal (the “**Division 1 Proposal**”) would be implemented by the Receiver pursuant to the provisions of Part III Division 1 of the *Bankruptcy and insolvency Act*, RSC 1985, c-B-3 as amended (the “**BIA**”).
12. The Arrangement Agreement includes the following major terms:

- a. Redeeming or cancelling all existing and outstanding common shares of Eagle Energy for nil value and removing all holders of the existing shares from the registrar;
- b. Issuing new shares to White Oak's designee, EEI Holdco, LLC ("**EEI Holdco**"), in exchange for White Oak releasing \$21 million of its secured claim. The remainder of White Oak's secured claim is to be converted to an unsecured claim (the "**White Oak Unsecured Claim**") to be dealt with in the Division 1 Proposal;
- c. Eagle Energy taking the required actions to implement the Division 1 Proposal; and
- d. The Receiver, in its capacity as proposal trustee, calling a creditor's meeting on June 10, 2020, for affected unsecured creditors to vote on the Division 1 Proposal at a meeting of unsecured creditors of Eagle Energy (the "**Unsecured Creditor's Meeting**").

13. The Division 1 Proposal was executed on May 29, 2020 and an executed copy of the Eagle Proposal is attached as Appendix B to this Supplemental Report.

14. The Receiver wishes to advise this Honourable Court that the Division 1 Proposal has been filed with the Official Receiver on May 29, 2020. Further, notice has been sent on May 29, 2020, by way of standard mail, to all known creditors of Eagle Energy informing them of the Division 1 Proposal, providing them with a proof of claim and proxy form and notifying them of the Unsecured Creditor's Meeting to be held on June 10, 2020 (collectively, the "**Unsecured Creditor's Package**").

15. Due to the restrictions relating to COVID-19 and pursuant to the Interim Technical Instructions to LIT's: April 14 posted by the Office of the Superintendent of Bankruptcy on its website, the Unsecured Creditor's Meeting will be conducted by telephone conference. Details with respect to attending the Unsecured Creditor's Meeting by way of telephone conference has been included in the Unsecured Creditor's Package.
16. Following the Unsecured Creditor's Meeting, the Receiver intends to apply to this Honourable Court to advise as to the results of the vote at the Unsecured Creditor's Meeting and seek further relief with respect to the Canadian Assets.

US ASSET SALE

17. Subsequent to the filing of the Second Report, the Receiver and White Oak executed a formal purchase and sale agreement (the "**US Asset PSA**") dated May 28, 2020 to complete the sale of the assets of Eagle Hydrocarbons Inc. ("**Eagle US**") to Aguila Energy, LLC ("**Aguila Energy**"), a Delaware Limited Liability Company, which is an affiliate of White Oak.
18. An executed copy of the US Asset PSA is attached as Appendix C to this Supplemental Report, which has not changed materially from the transaction described in the Receiver's Second Report.
19. The key terms of the US Asset PSA are as follows:
 - a. Properties – include all of the oil and gas assets of Eagle US;
 - b. Purchase Price – USD \$11 million credit bid satisfied by release of White Oak's secured claim against Eagle US;

- c. Effective and Closing date – shall be the same date, which is the later of 5 business days after the US Bankruptcy Court order approving the transaction becomes a final order, or June 30, 2020; and
- d. Not subject to any material conditions other than Court approval.

20. The Receiver is in the process of scheduling an application in front of the US Bankruptcy Court for the Eagle US Sale Approval recognition hearing.

RECEIVER’S COMMENTS ON THE US ASSET PSA

21. In the final negotiations of the US Asset PSA, there have been no material changes which cause the Receiver to change its view as presented in the Second Report that the US Asset PSA presents the highest and best offer for the assets of Eagle US in the circumstances.

RECEIVER’S RECOMMENDATIONS

22. The Receiver respectfully request that this Honourable Court grant the following relief:

- a. Approval of the US Asset PSA.

All of which is respectfully submitted this 29th day of May, 2020.

FTI Consulting Canada Inc.
in its capacity as receiver and manager
of the assets, undertakings and properties of
Eagle Energy Inc., Eagle Energy Trust,
Eagle Energy Holdings Inc. and Eagle Hydrocarbons Inc.


Deryck Helkaa
Senior Managing Director


Dustin Olver
Senior Managing Director

Appendix A

ARRANGEMENT AGREEMENT

between

EEI HOLDCO, LLC

and

EAGLE ENERGY INC., by and through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertakings of Eagle Energy Inc., and not in its personal or corporate capacity

May 28, 2020

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated May 28, 2020 between:

EI HOLDCO, LLC, a limited liability company formed under the laws of Delaware, United States of America, or its nominee (hereinafter referred to as "**Purchaser**")

- and -

EAGLE ENERGY INC., by and through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertakings of Eagle Energy Inc., and not in its personal or corporate capacity (hereinafter referred to as "**Company**")

WHEREAS pursuant to an order of the Honourable Justice R.A. Neufeld of the Alberta Court of Queen's Bench (the "**Court**") dated November 19, 2019 (the "**Receivership Order**"), FTI Consulting Canada Inc. (the "**Receiver**") was appointed receiver and manager of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (collectively, the "**Debtors**" and each individually, a "**Debtor**");

AND WHEREAS pursuant to an order dated November 22, 2019, and an order dated December 5, 2019, in each case granted by the US Bankruptcy Court for the Northern District of Texas Dallas Division (the "**US Court**"), a temporary restraining order and certain relief pursuant to the US Bankruptcy Code was granted, and the proceedings contemplated by the Receivership Order were recognized as the "foreign main proceeding" pursuant to the US Bankruptcy Code, respectively;

AND WHEREAS pursuant to an approval of engagement and sale process order of the Court dated February 19, 2020 (the "**Sale Process Order**"), the Receiver was authorized and directed to implement the Sale Process (as defined in the Sale Process Order) in respect of the Debtors;

AND WHEREAS Purchaser is an indirect subsidiary of White Oak Global Advisors, LLC ("**White Oak**"), a creditor of Company;

AND WHEREAS Company and Purchaser desire to proceed with the transactions contemplated by this Agreement, including the filing of the Proposal, the completion of the Arrangement and the issuance of the Issued Shares to Purchaser hereunder and thereunder;

AND WHEREAS the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT IN CONSIDERATION of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**ABCA**" means the *Business Corporations Act* (Alberta), including the regulations promulgated thereunder, as amended;

"**AcquisitionCo**" has the meaning ascribed thereto in Section 2.1;

"**affiliate**" has the meaning set forth in the *Securities Act (Alberta)*;

"**Agreement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this Arrangement Agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, Section, schedule or other portion hereof;

"**Approval Order**" means an order of the Court, substantially in the form of Schedule C hereto which, among other things, approves the Proposal and includes provisions permitted pursuant to section 192 of the ABCA as may be necessary or appropriate to give effect to the Proposal;

"**Arrangement**" means the reorganization of Company's capital pursuant to a plan of reorganization under section 192 of the ABCA as described in the Plan of Reorganization, subject to any amendments or variations thereto made in accordance with the provisions hereof or as may be made at the direction of the Court;

"**Articles of Reorganization**" means the articles of reorganization of Company in respect of the Arrangement required under subsection 192(4) of the ABCA to be sent to the Registrar after the Approval Order has been granted, giving effect to the Arrangement;

"**associate**" has the meaning set forth in the *Securities Act (Alberta)*;

"**BIA**" means the *Bankruptcy and Insolvency Act (Canada)*, including the regulations promulgated thereunder, as amended;

"**Breaching Party**" has the meaning ascribed thereto in Section 6.4;

"**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Calgary, Alberta, Canada;

"**Canadian Credit Bid Claim**" has the meaning given to such term in the Proposal;

"**Canadian Securities Administrators**" means the securities commission or other securities regulatory authority of each province and territory of Canada;

"**Canadian Securities Laws**" means the securities legislation or ordinance and regulations thereunder of each province and territory of Canada and the rules, instruments, policies and orders of each Canadian Securities Administrator made thereunder;

"**Canadian Subsidiaries**" means Eagle Energy Trust and Eagle Energy Holdings Inc.;

"**Cease Trade Order**" means the dual cease trade order dated May 6, 2020 issued by the Alberta Securities Commission and the Ontario Securities Commission on behalf of certain of the Canadian Securities Administrators pursuant to Multilateral Instrument 11-103 *Failure-to-File Cease Trade Orders in Multiple Jurisdictions*, prohibiting the trade or purchase of Company Shares for such period as the Cease Trade Order remains in effect;

"**Certificate**" means the certificate to be issued by the Registrar pursuant to subsection 192(5) of the ABCA in respect of the Articles of Reorganization giving effect to the Arrangement;

"**Class A Shares**" means the Class A common shares of Company authorized upon completion of the Arrangement having the rights, restrictions and conditions attached thereto as set forth in Appendix "A" to Schedule A hereto;

"Class B Shares" means the Class B redeemable shares of Company authorized upon completion of the Arrangement having the rights, restrictions and conditions attached thereto as set forth in Appendix "A" to Schedule A hereto;

"Company Incentive Awards" means restricted share units, options, share appreciation rights, deferred share units and all other incentive securities, each as may be issued from time to time pursuant to and in accordance with the Company LTI Plan;

"Company LTI Plan" means the Company's equity incentive compensation plan dated effective January 27, 2016, including any award agreements related to Company Incentive Awards granted thereunder;

"Company Shareholders" means the holders of Company Shares;

"Company Shares" means the common shares in the capital of Company as constituted on the date hereof;

"Company Subsidiaries" means, collectively, Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc.;

"Court" has the meaning ascribed thereto in the recitals;

"Debtors" has the meaning ascribed thereto in the recitals;

"Effective Date" means the effective date of the Arrangement, being the date shown on the Certificate;

"Effective Time" means the time on the Effective Date that the Certificate is issued;

"Environmental Laws" means, with respect to any Person or its business, activities, property, assets or undertaking, all Laws, including the common law, relating to environmental or health and safety matters in the jurisdictions applicable to such Person or its business, activities, property, assets or undertaking, including, without limitation, legislation governing the reduction of greenhouse gas emissions and the use, transportation, storage and release of any waste or other substance that is prohibited, listed, defined, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws;

"Governmental Entity" means any: (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, commission, board, bureau or agency; (b) subdivision, agent, commission, board or authority of any of the foregoing; or (c) quasi-governmental or private body (including any securities commission or similar regulatory authority) exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"IFRS" means International Financial Reporting Standards, as incorporated in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis;

"Issued Shares" means 10,000 Class A Shares to be issued to Purchaser by Company pursuant to the Share Issuance as part of the Plan of Reorganization and in full and final satisfaction of the Canadian Credit Bid Claim;

"Laws" means all laws, by-laws, statutes, rules, regulations, principles of law, decisions, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority and the term **"applicable"** with respect to such Laws

and in a context that refers to one or more Persons, means such Laws as are applicable to such Persons or its business, activities, property, assets, undertaking or securities and emanate from a Person having jurisdiction over the Person or Persons or its business, activities, property, assets, undertaking or securities; and "Laws" includes Environmental Laws and Securities Laws;

"Lease Agreement" has the meaning given to such term in the Proposal;

"Material Adverse Change" or **"Material Adverse Effect"** means, any fact or state of facts, circumstance, change, effect, occurrence or event which:

- (a) either individually is or in the aggregate are, or individually or in the aggregate could reasonably be expected to be, material and adverse to the business, operations, results of operations, properties, assets, liabilities (whether absolute, accrued, contingent or otherwise), capitalization or condition (financial or otherwise) of Company and its Canadian Subsidiaries, taken as a whole; or
- (b) either individually or in the aggregate prevents or materially delays, or individually or in the aggregate could reasonably be expected to prevent or materially delay, the completion of the Arrangement or Company from performing its obligations under this Agreement in any material respect;

"Misrepresentation" means any untrue statement of a material fact or any omission to state a material fact required to be stated or necessary to be stated in order to make a statement, in light of the circumstances in which is it made, not misleading;

"Operated Properties" means those oil and gas properties in which the Company has an ownership interest in and was the licensed operator of as of the date of the Receivership Order;

"Outside Date" means June 30, 2020, as may be amended from time to time by mutual written agreement between the Parties;

"Parties" means Purchaser and Company, by and through the Receiver, and **"Party"** means either one of them;

"Permits" means all authorizations, permits, decisions, determinations, judgments, directions, entitlements, licenses, orders, consents, approvals, notices, correspondence, directives, exemptions, registrations, rulings, advance rulings and certifications whether now existing or hereafter issued or obtained or required to be issued or obtained and which are or may be given or issued by any Governmental Entity;

"Person" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government, or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;

"Plan of Reorganization" means the transactions set forth in Schedule A comprised of the Arrangement, the Share Redemption and the Share Issuance pursuant to which the Purchaser will become the sole shareholder of Company in full settlement of the Canadian Credit Bid Claim;

"Pre-Arrangement Reorganization" has the meaning ascribed thereto in Section 5.4(a)(i);

"Proposal" means the Proposal of the Company, pursuant to the provisions of Part III Division I of the BIA, substantially in the form set forth in Schedule B;

"Receiver" has the meaning ascribed thereto in the recitals;

"**Receivership Order**" has the meaning ascribed thereto in the recitals;

"**Registrar**" has the meaning given to such term in the ABCA;

"**Regulatory Approvals**" means any consent, waiver, permit, permission, exemption, revocation, review, order, decision or approval of, or any registration and filing with or withdrawal of any objection or successful conclusion of any litigation brought by, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity or pursuant to a written agreement between the Parties and a Governmental Entity to refrain from consummating the Arrangement, in each case required or advisable under Laws in connection with the Arrangement, but for certainty, excludes any approvals, notices, or other items or matters relating to the requirements of Directive 067 of the Alberta Energy Regulator;

"**Representatives**" means the officers, directors, employees, financial advisors, legal counsel, accountants and other agents and representatives of a Party;

"**Sale Process Order**" has the meaning ascribed thereto in the recitals;

"**Securities Laws**" means, collectively, Canadian Securities Laws and U.S. Securities Laws;

"**Share Issuance**" means the issuance by Company of the Issued Shares to Purchaser as part of the Plan of Reorganization;

"**Share Redemption**" means the redemption by Company of all outstanding Class B Shares for no consideration as part of the Plan of Reorganization;

"**Subsidiary**" has the meaning set forth in the *Securities Act* (Alberta);

"**Tax**" or "**Taxes**" means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, however denominated, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, large corporation, capital gain, alternative minimum, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, environmental, carbon, franchising, real or personal property, health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all employment insurance, health insurance and Canada and other Governmental Entity pension plan and workers compensation premiums or contributions including any interest, fines or penalties for failure to withhold, collect or remit any tax and any liability for such taxes imposed by Law with respect to any other Person arising pursuant to any tax sharing, indemnification or other agreements or any liability for taxes of any predecessor or transferor entity and whether disputed or not;

"**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended, including the regulations promulgated thereunder, as amended;

"**Tax Returns**" means all reports, elections, designations, forms, declarations of estimated Tax, information statements and returns relating to, or required to be filed in connection with any Taxes, including any amendment thereof, and whether in tangible or electronic form;

"**Termination Notice**" and "**Terminating Party**" have the respective meanings ascribed thereto in Section 6.4;

"**Unsecured Creditors**" has the meaning given to such term in the Proposal;

"**Unsecured Creditors' Fund**" has the meaning given to such term in the Proposal;

"Unsecured Creditors' Meeting" has the meaning given to such term in the Proposal;

"U.S. Securities Act" means the United States *Securities Act of 1933*, as amended;

"U.S. Securities Laws" means federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder; and

"White Oak" has the meaning ascribed thereto in the recitals.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Article References

Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.4 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and *vice versa*, and words importing gender shall include all genders.

1.5 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

1.7 Schedules

The following Schedules annexed to this Agreement are incorporated by reference into this Agreement and form a part hereof:

Schedule A	Plan of Reorganization
Schedule B	Form of Proposal
Schedule C	Form of Approval Order

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS.

1.9 Other Definitional and Interpretive Provisions

- (a) References in this Agreement to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import.
- (b) Any capitalized terms used in any exhibit or Schedule, but not otherwise defined therein, shall have the meaning as defined in this Agreement.
- (c) References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. Any reference in this Agreement to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person.
- (d) References to a particular statute or Law shall be to such statute or Law and the rules, regulations and published policies promulgated thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

ARTICLE 2 THE PROPOSAL AND THE PLAN OF REORGANIZATION

2.1 The Plan of Reorganization and the Proposal

Subject to the terms and conditions of this Agreement, in order to facilitate the Proposal and the Plan of Reorganization, Company and Purchaser shall take all actions and do all things necessary or desirable, in accordance with all applicable Laws, to give effect to the Proposal and the transactions contemplated by the Plan of Reorganization.

Notwithstanding any other provision of this Agreement and provided that such modification will not adversely impact the availability of, or terms and conditions of, the Proposal and the Approval Order, the Purchaser may acquire the Company Shares through a direct or indirectly wholly-owned Subsidiary, currently existing or to be organized under the Laws of any jurisdiction in Canada or the United States ("**AcquisitionCo**"). Purchaser will cause AcquisitionCo to perform all of Purchaser's obligations under the Arrangement, including any obligations insofar as payment obligations to be made by the Purchaser including the Unsecured Creditors' Fund.

2.2 Obligations of Company and Receiver Regarding Court Matters, Unsecured Creditors' Meeting and Plan of Reorganization

Without limiting the generality of Section 2.1, Receiver will:

- (a) promptly, and in any event not later than three (3) Business Days following the date of this Agreement, file the Proposal with the Court, and take all actions contemplated thereby;
- (b) duly call, give notice of, convene and hold the Unsecured Creditors' Meeting as promptly as practicable, and in any event within 10 to 21 days following the filing of the Proposal with the Court, in order for Unsecured Creditors to vote upon the Proposal in the manner contemplated by the Proposal and subject to any order given by the Court in respect thereof;
- (c) take all steps necessary or desirable to submit the Proposal to the Court and apply for the Approval Order as soon as practicable following approval by the Unsecured Creditors of the Proposal, such approval to be sought at the Unsecured Creditors' Meeting, but in

any event not later than the fifth (5th) Business Day after the date on which the Proposal is approved by Unsecured Creditors at the Unsecured Creditors' Meeting; and

- (d) following receipt of the Approval Order and the receipt of the Unsecured Creditors' Fund and the satisfaction or waiver of the conditions set forth in Article 6, proceed to file the Articles of Reorganization with the Registrar and, upon receipt of the Certificate, cause Company to effect the Share Redemption and the Share Issuance, all in accordance with Section 2.4 hereof and in the order set forth in the Plan of Reorganization.

2.3 Court Proceedings

Receiver will provide Purchaser and its legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, including by providing on a timely basis a description of any information required to be supplied by Purchaser for inclusion in such material, prior to the service and filing of that material, and will accept the reasonable comments of Purchaser and its legal counsel with respect to any such information required to be supplied by Purchaser and included in such material and any other matters contained therein. Receiver will ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement, the Proposal and the Plan of Reorganization. Receiver will also provide to legal counsel to Purchaser, on a timely basis, copies of any notice and evidence served on Company, Receiver or its legal counsel in respect of the application for the Approval Order or any appeal therefrom. Subject to applicable Laws, Receiver will not file any material with, or make any submissions to, the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Purchaser's prior written consent, such consent not to be unreasonably withheld or delayed; provided that nothing herein shall require Purchaser to agree or consent to any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases Purchaser's obligations set forth in any such filed or served materials or under this Agreement where such other modification or amendment is not immaterial. Company shall oppose any proposal from any Person that would result in the Approval Order containing any provisions inconsistent with this Agreement.

2.4 Effective Date

The Arrangement shall become effective at the Effective Time. Upon issuance of the Approval Order and subject to the satisfaction or waiver of the conditions precedent in Article 6, each of Purchaser and Company shall, as soon as practicable, execute and deliver such closing documents and instruments and Company shall proceed to file the Articles of Reorganization, the Approval Order and such other documents as may be required to give effect to the Arrangement with the Registrar pursuant to section 192 of the ABCA no later than the fifth (5th) Business Day following the satisfaction or waiver of such conditions precedent (other than the conditions precedent that by their terms are to be satisfied as of the Effective Date) or such other date as agreed to in writing by the Parties, whereupon the transactions comprising the Plan of Reorganization shall occur and shall be deemed to have occurred in the order set out therein without any further act or formality.

2.5 Post-Closing Covenants

The Purchaser shall, or shall cause the Company to, as a result of the occurrence of the Arrangement and the transactions contemplated in this Agreement:

- (a) file such updates or other information required by applicable Laws with the relevant Governmental Entities within the timelines required by such applicable Laws, including as required to the Alberta Energy Regulator with respect to the requirements of Directive 067; and

- (b) promptly deliver such notices to third parties as required in accordance with good oilfield practice, including a change of address notification.

2.6 Treatment of Company Incentive Awards

The Receiver shall take such steps as are necessary pursuant to the Company LTI Plan or otherwise to cause all outstanding Company Incentive Awards to be terminated or cancelled, or to have been surrendered to the Company by the holders thereof, in each case prior to the Effective Date and without payment by the Company to such holders. To the extent any such Company Incentive Awards are not terminated, cancelled or surrendered prior to the Effective Date, such Company Incentive Awards shall be subject to the terms and provisions of the Plan of Reorganization.

2.7 Securities Laws

The Arrangement shall be structured and executed such that the issuance of the Issued Shares to Purchaser under the Arrangement will not require the filing of a prospectus under Canadian Securities Laws or registration under the U.S. Securities Act. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.7.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF PURCHASER

3.1 Representations and Warranties

Purchaser hereby makes the following representations and warranties and acknowledges that Company is relying upon such representations and warranties in connection with the entering into of this Agreement and the carrying out of the Arrangement:

- (a) Organization. Each of the Purchaser and any AcquisitionCo is a limited liability company or corporation duly formed or incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation and has the requisite power and authority to own its assets and properties as now owned and to carry on its business as it is now being conducted.
- (b) Qualification. Purchaser has good right, full power and absolute authority to enter into this Agreement and to perform its obligations hereunder.
- (c) Authorization. Except for obtaining the Approval Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' or equivalent actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, bylaw or other governing document to which Purchaser and any AcquisitionCo is bound.
- (d) No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser and any AcquisitionCo is party or by which Purchaser and any AcquisitionCo is bound, nor under any judgement, decree, order, statute, regulation, rule or license applicable to Purchaser and any AcquisitionCo.
- (e) Validity and Binding Effect. This Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Purchaser and any AcquisitionCo enforceable against Purchaser and any AcquisitionCo in accordance with their terms.

- (f) Legal Effect. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over the assets of the Company is required for the due execution, delivery and performance by Purchaser and any AcquisitionCo of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after the Effective Time.
- (g) Funds Available. Purchaser has, and will at the Effective Time have, sufficient funds available to pay the Unsecured Creditors' Fund.
- (h) Investment Canada Act. Purchaser is a "WTO investor" that is not a "state-owned enterprise" within the meaning of the Investment Canada Act.

3.2 Investigation

Any investigation by Company and its advisors shall not mitigate, diminish or affect the representations and warranties of Purchaser and any AcquisitionCo pursuant to this Agreement.

3.3 No Survival of Representations and Warranties

The representations and warranties of Purchaser and any AcquisitionCo contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF RECEIVER AND COMPANY

4.1 Representations and Warranties of Receiver

Receiver hereby represents and warrants to Purchaser that Receiver has been appointed by the Court as receiver and manager of Company and such appointment is valid and subsisting.

4.2 Representations and Warranties of Company

The Receiver hereby makes the following representations and warranties for and on behalf of the Company solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertakings of the Company, and not in its personal or corporate capacity, to the best of its knowledge, and only for the period from the date the Receiver was appointed by the Court to the Effective Date, and acknowledges that Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and the carrying out of the Arrangement:

- (a) Authorization, Validity and Binding Effect. Subject to the Receivership Order and receipt of the Approval Order, Company has the right to enter into this Agreement and, subject to receipt of approval by the regulator or securities regulatory authority in each of the provinces of Alberta (as principal regulator) and Ontario of the application for a partial revocation of the Cease Trade Order, to complete the Arrangement, and this Agreement has been duly executed and delivered by the Receiver on behalf of Company in its capacity as Court-appointed receiver and manager of Company, and constitutes a legal, valid and binding obligation of Company enforceable against it in accordance with its terms.
- (b) Subsidiaries. Other than the Company Subsidiaries, Company has no other Subsidiaries, nor does it own, directly or indirectly, any interests in any other corporations, joint ventures, partnerships or other entities (whether or not incorporated). Company is the

beneficial owner, directly or indirectly, of all of the outstanding voting and equity securities of the Company Subsidiaries.

- (c) No Violations. Other than in connection with or in compliance with the provisions of applicable Securities Laws (including Securities Laws in respect of the Cease Trade Order), the ABCA, and or other similar applicable Laws (including any Laws that regulate competition, antitrust, foreign investment or transportation), the terms of the Approval Order in respect of the Proposal and the Arrangement, the Unsecured Creditors' approval of the Proposal and the filing of the Articles of Reorganization, (i) there is no legal impediment to Company's consummation of the Arrangement, and (ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is required of Company in connection with the consummation of the Arrangement, except for such filings or registration which, if not made, or for such authorizations, consents or approvals which, if not received, would not have a Material Adverse Effect.
- (d) Tax Matters.
- (i) Company has made available to Purchaser for review originals or true and complete copies of: (A) material portions of income tax audit reports, statements of deficiencies, closing or other agreements or correspondence concerning assessments, reassessments or audits pursuant to which a Governmental Entity has proposed amendments to previously filed Tax Returns received by or on behalf of Company of any of its Subsidiaries relating to Taxes; (B) any material federal, provincial, state, local or foreign income or franchise Tax Returns for Company and its Subsidiaries for all Tax years beginning after January 1, 2014; and (C) all material written communications to or from any Governmental Entity relating to the Taxes of Company and its Subsidiaries over such period have been made available to Purchaser; and
- (ii) Company has or will furnish Purchaser with originals or copies of all elections, designations or similar filings relating to Taxes of Company and its Subsidiaries and any agreement or other arrangement in respect of Taxes or Tax Returns of Company and its Subsidiaries that has effect for any period ending after the Effective Date.
- (e) Material Agreements. Company has provided to Purchaser on the date hereof a list of all of the following, complete and correct copies of which have been provided to Purchaser prior to the date hereof: (i) all contracts, agreements, arrangements or understandings containing any rights on the part of any Person, including joint venture partners or entities, to acquire oil and gas or other property rights from Company or any of its Subsidiaries; (ii) all contracts, agreements, arrangements or understandings containing any rights on the part of Company or any of its Subsidiaries to acquire oil and gas or other property rights from any Person; (iii) any contract, agreement, arrangement or understanding to which Company or one its Subsidiaries is a party in respect of which the applicable transaction has not yet been consummated for the acquisition or disposition of assets or securities or other equity interests of another Person; (iv) any standstill or similar contract, agreement, arrangement or understanding currently restricting the ability of Company or any of its Subsidiaries to offer to purchase or purchase the assets or equity securities of another Person; (v) all contracts, agreements, arrangements or understandings which entitle a party to rights of termination, the terms or conditions of which may or will be altered, or which entitle a party to any fee, payment, penalty or increased consideration, in each case as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby including, without limitation, any seismic license or similar agreements; and (vi) all contracts, agreements, arrangements or understandings pursuant to which Company will, or may reasonably be

expected to result in a requirement of Company to, expend more than an aggregate of \$50,000 or receive or be entitled to receive revenue of more than an aggregate of \$50,000, in either case in the next 12 months, or is out of the ordinary course of business of Company or any of its Subsidiaries.

- (f) Permits. Company has provided to Purchaser copies of all Permits relating to the assets, business or operations of Company and its Subsidiaries. Company has not been advised of any event occurring or circumstance existing which (with notice or lapse of time or both) may constitute or result in a violation of any such Permit except where such violation would not have a Material Adverse Effect. No proceedings are pending or threatened, which could result in the revocation or limitation of any such Permit, and all steps have been taken and filings made on a timely basis with respect to each such Permit and its renewal, except where the failure to take such steps and make such filings would not have a Material Adverse Effect.
- (g) Insurance. Company has provided to Purchaser copies of all policies of insurance naming Company or its Subsidiaries, as applicable as an insured. Company has not received any notice indicating that any such policies do not remain in force and effect (subject to taking into account insurance market conditions and offerings and industry practices) or that any such policy will be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement.
- (h) Books and Records. Company has provided to Purchaser copies in their entirety of the financial books, records and accounts of Company.

4.3 Investigation

Any investigation by Purchaser and its advisors shall not mitigate, diminish or affect the representations and warranties of Company pursuant to this Agreement.

4.4 No Survival of Representations and Warranties

The representations and warranties of Company contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS AND ADDITIONAL AGREEMENTS

5.1 Covenants of Company Regarding Conduct of Business

Company covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, and taking into account Receiver's status as Court-appointed receiver and manager over Company and its assets, properties and undertakings pursuant to the Receivership Order, unless otherwise: (i) consented to in writing by Purchaser (such consent to be subject to applicable Law and not to be unreasonably withheld, conditioned or delayed); (ii) required by applicable Laws and directions of any Governmental Entity (including in relation to the receivership proceedings of the Debtors and such proceedings themselves); or (iii) required or expressly permitted or specifically contemplated by this Agreement or the Plan of Reorganization:

- (a) the business of Company and the Company Subsidiaries shall be conducted only in, and Company and its Subsidiaries shall not take any action except in, the ordinary course of business consistent with past practice, and Company shall use all commercially

reasonable efforts to maintain and preserve its and their business organization, assets, employees and advantageous business relationships;

- (b) other than in connection with the Pre-Arrangement Reorganizations or the transactions contemplated by this Agreement including the Arrangement and the Plan of Reorganization, Company shall not, and shall not permit any of Company's Subsidiaries to, directly or indirectly:
 - (i) amend Company's constituting documents or amend in any material respect the constituting documents of any of its Subsidiaries;
 - (ii) set aside or pay any dividend or other distribution or payment in cash, shares or property in respect of its shares owned by any Person;
 - (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of Company or any of its Subsidiaries, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Company or any of its Subsidiaries;
 - (iv) split, consolidate, redeem, purchase or otherwise acquire any of the outstanding shares or other securities of Company or any of its Subsidiaries;
 - (v) amend the terms of any of the securities of Company or any of its Subsidiaries;
 - (vi) other than as specifically contemplated hereby, adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Company or any of its Subsidiaries; or
 - (vii) authorize, agree, resolve, commit or propose any of the foregoing, or enter into, modify or terminate any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;
- (c) other than in connection with the Pre-Arrangement Reorganizations, Company shall not, and shall not permit any of Company's Subsidiaries to, directly or indirectly:
 - (i) sell, pledge, dispose of or encumber any assets of Company or any of its Subsidiaries with a value individually or in the aggregate exceeding \$10,000, except in connection with the sale of certain assets of Eagle Hydrocarbons Inc. to Purchaser or its affiliate(s);
 - (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of shares or securities, contributions of capital or purchase of any property or assets of any other individual or entity with a value individually or in the aggregate exceeding \$10,000;
 - (iii) incur any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances;
 - (iv) extend the maturity of any indebtedness for borrowed money or any other liability or obligation;

- (v) pay, discharge or satisfy any claims, liabilities or obligations (including any regulatory investigation) which are material to the business of Company or its Subsidiaries, other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Company's most recently publicly filed financial statements as of the date hereof or incurred in the ordinary course of business consistent with past practice;
 - (vi) enter into or amend any contract with a term greater than three (3) months or a value individually or in the aggregate exceeding \$10,000, except as consented to by Purchaser;
 - (vii) waive, release or relinquish, or authorize or propose to do so, any contractual right which is material to the business of Company and its Subsidiaries, taken as a whole, other than in the ordinary course of business consistent with past practice;
 - (viii) waive, release, grant or transfer any rights of value or modify, amend or change any existing license, agreement, lease, contract or other document which is material to the business of Company and its Subsidiaries, taken as a whole, other than in the ordinary course of business consistent with past practice;
 - (ix) enter into or terminate any hedges, swaps or other financial instruments or like transaction; or
 - (x) authorize, agree, resolve, commit or propose to do any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;
- (d) except for capital expenditures necessary to address emergencies or other urgent matters involving actual or potential loss or damage to property, or threats to human safety or the environment, or in respect of amounts which Company may be committed to expend or be deemed to authorize for expenditure without its consent, Company and its Subsidiaries shall not incur or commit to capital expenditures prior to the Effective Date of which its share would be in excess of \$25,000;
- (e) Company shall not, and shall cause each of the Company Subsidiaries to not:
- (i) issue, award or grant any Company Incentive Awards or any securities or other instruments or equity-based compensation providing similar benefits;
 - (ii) except as may be required pursuant to existing employment, collective bargaining, pension, supplemental pension or termination policies or agreements, grant to any officer, director, consultant or employee an increase in compensation or benefits in any form, make any loan to any officer, director or employee or grant or increase the amount or value of any change of control, severance, separation, retention or termination pay to, or enter into any employment, change of control, severance, retention or termination agreement with, any officer, director, consultant or employee of Company or any of its Subsidiaries;
 - (iii) grant any general salary increases;
 - (iv) make any payment to any officer, director, consultant or employee outside of their ordinary and usual compensation for services provided; or

- (v) enter into or modify any employment agreement with any officer, director or other employees of Company or of any of its Subsidiaries or enter into any agreements with any consultants that are not terminable with thirty (30) days or less notice;
- (f) neither Company nor any of Company Subsidiaries shall:
 - (i) adopt any additional benefit or similar plans which would be considered to be a Company employee plan once created;
 - (ii) amend, terminate, or make any contribution to any Company employee plan; or
 - (iii) enter into any collective bargaining or other union agreement;
- (g) Company shall use its commercially reasonable efforts (taking into account insurance market conditions and offerings and industry practices) to cause Company and its Subsidiaries' current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, except where such cancellation, termination or lapse would not individually or in the aggregate be material to Company, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductibles and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;
- (h) Company will deliver to Purchaser, as soon as they become available, true and complete copies of any material documents, reports, communications or statements which relate to Company and its Subsidiaries and are from or required to be filed by Company with any Governmental Entity subsequent to the date hereof. As of their respective dates, such documents, reports, communications and statements (excluding any information therein provided by Purchaser, as to which Company makes no representation) will not contain any Misrepresentation and will comply in all material respects with all applicable Laws;
- (i) Company shall not, and shall not permit any of Company Subsidiaries to:
 - (i) file any amended Tax Returns;
 - (ii) change in any material respect any of its methods of reporting income or deductions for accounting or income tax purposes from those employed in the preparation of its income tax return for the taxation year ending December 31, 2018, except as may be required by applicable Law;
 - (iii) make or revoke any material election relating to Taxes;
 - (iv) settle, compromise or agree to the entry of judgment with respect to any proceeding relating to Taxes, except for any settlement, compromise or agreement that is not material to Company;
 - (v) file any Tax Return other than in accordance with past practice;
 - (vi) enter into any Tax sharing agreement; or
 - (vii) make a request for a Tax ruling to any Governmental Entity;
- (j) Company shall continue to withhold from each payment to be made to any of its present or former officers, directors or employees and to all other Persons, including, without

limitation, all Persons who are non-residents of Canada for the purposes of the Tax Act, all amounts that are required to be so withheld by applicable Laws and Company shall remit such withheld amounts to the proper Governmental Entity within the times prescribed by such applicable Laws;

- (k) Company shall not settle or compromise any claim (i) material to Company's business or (ii) brought by any present, former or purported holder of its securities (in such Person's capacity as such) in connection with the transactions contemplated by this Agreement or the Arrangement prior to the Effective Date, without the prior written consent or direction of Purchaser. Company will terminate or disclaim the Lease Agreement and such other agreements as are directed by Purchaser after the date hereof;
- (l) Company will make all necessary filings and applications under applicable Laws, including applicable Securities Laws, required to be made on the part of Company in connection with the transactions contemplated herein and shall take all reasonable action necessary to be in compliance with such applicable Laws; and
- (m) Company shall not agree, resolve, commit or undertake to do any of the matters prohibited in this Section 5.1.

Nothing in this Agreement is intended to or shall result in Purchaser exercising material influence over the operations of Company, particularly in relation to operations in which the Parties compete or would compete, but for this Agreement, with each other, prior to the Effective Date.

5.2 Mutual Covenants

Each of the Parties covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Date and the time that this Agreement is terminated in accordance with its terms:

- (a) subject to the terms and conditions of this Agreement (including Section 5.3), each Party shall use its commercially reasonable efforts to, and shall cause its Subsidiaries to use their commercially reasonable efforts to, satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 6 and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under and in accordance with all applicable Laws to complete and give effect to the Arrangement as soon as reasonably practicable, including using its commercially reasonable efforts to promptly:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from parties to loan agreements, leases and other contracts;
 - (ii) obtain all necessary exemptions, consents, approvals and authorizations as are required to be obtained by it under all applicable Laws;
 - (iii) defend all lawsuits or other legal, regulatory or other proceedings against it (or if applicable, its directors or officers) challenging or affecting the Proposal or the Arrangement or this Agreement, and oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop, or otherwise adversely affecting the ability of the Parties to consummate, the Arrangement;
 - (iv) fulfill all conditions and satisfy all provisions of this Agreement and the Arrangement, including delivery of the certificates of their respective officers contemplated by Section 6.2 and Section 6.3 (and in respect of such certificate to

be delivered under Section 6.2, such certificate to be delivered by the Receiver in its capacity as Court-appointed receiver and manager of the Company); and

- (v) carry out the terms of the Receivership Order, the Sale Process Order and the Approval Order applicable to it and to comply promptly with all requirements imposed by applicable Laws on it or its Subsidiaries with respect to this Agreement or the Plan of Reorganization;
- (b) it shall cooperate with the other Party in connection with the performance by it of its obligations under this Section 5.2, including providing regular status updates on its progress in obtaining any Regulatory Approval to the other Party as and when reasonably requested by the other Party, and permitting the other Party a reasonable opportunity to review in advance, and to provide comments on, any proposed communications of any nature with a Governmental Entity, which comments shall be considered and given due regard;
- (c) except as required by Law, it shall not engage in any meetings or communications with any Governmental Entity in relation to the Regulatory Approvals, the Proposal or the Arrangement, without counsel for the other Party being advised of such meetings or communications, having been given the opportunity to participate in such meetings or communications, and in any event shall immediately notify and provide copies to the other Party's counsel of any communications to or from a Governmental Entity in relation to the Arrangement;
- (d) it shall not deliberately take any action, refrain from taking any action or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Arrangement, or that will have, or would reasonably be expected to have, the effect of materially delaying, impairing or impeding the granting of the Regulatory Approvals;
- (e) except for non-substantive communications with Unsecured Creditors, it shall furnish promptly to the other Party or its counsel, a copy of each notice, report, schedule or other document delivered, filed or received by it in connection with: (i) the Arrangement, the Plan of Reorganization and the Proposal; (ii) any filings under applicable Laws in connection with the transactions contemplated hereby; and (iii) any dealings with Governmental Entities in connection with the transactions contemplated hereby; and
- (f) it shall promptly notify the other Party in writing of any material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in its business, operations, results of operations, properties, assets, liabilities (whether absolute, accrued, contingent or otherwise) or condition (financial or otherwise), or of any material complaints, investigations or hearings (or communications indicating that the same may be contemplated) by any Governmental Entity or third party relating to the transactions contemplated hereby.

5.3 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Date and the termination of this Agreement in accordance with its terms, Company shall, and shall cause Company's Subsidiaries and Representatives to, subject to all applicable Laws and any confidentiality obligations owed by Company to a third party or in respect of customer specific or competitively sensitive information, afford to Purchaser and the Representatives of Purchaser reasonable access at all reasonable times to their officers, employees, agents, properties, books, records and contracts, and shall furnish Purchaser with all data and information as Purchaser may reasonably request in order to permit Purchaser to be in a position to expeditiously and efficiently integrate the businesses and operations Company immediately upon but not prior to the Effective Date.

5.4 Pre-Arrangement Reorganizations

- (a) Subject to Section 5.4(b), Company agrees that, upon request of Purchaser, Company shall use its commercially reasonable efforts to:
 - (i) perform such reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as Purchaser may request, acting reasonably (each, a "**Pre-Arrangement Reorganization**");
 - (ii) cooperate with Purchaser and its advisors to determine the nature of the Pre-Arrangement Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken; and
 - (iii) cooperate with Purchaser and its advisors to seek to obtain consents or waivers which might be required from third parties or Governmental Entities in connection with the Pre-Arrangement Reorganizations, if any, provided that any costs, fees or expenses associated therewith shall be at Purchaser's sole expense, whether such Pre-Arrangement Reorganizations are completed or not.
- (b) Notwithstanding the foregoing, Company will not be obligated to participate in any Pre-Arrangement Reorganization under Section 5.4(a) unless it determines to its satisfaction, acting reasonably and to its knowledge that such Pre-Arrangement Reorganization:
 - (i) does not impair, impede, delay or prevent the satisfaction of any conditions set forth in Article 6, or the ability of Company or Purchaser to consummate, and will not materially delay the consummation of, the Arrangement;
 - (ii) would not require the Company or one or more of the Company Subsidiaries to breach or potentially breach any representation or warranty, covenant or condition of the Company or one or more of the Company Subsidiaries under this Agreement, the Plan of Reorganization or the Proposal;
 - (iii) does not impose any incremental Tax on Company;
 - (iv) would not require Company to contravene any Laws;
 - (v) will not have a Material Adverse Effect; and
 - (vi) is effected as close as reasonably practicable prior to the Effective Time.
- (c) Purchaser must provide written notice to Company of any proposed Pre-Arrangement Reorganization at least ten (10) Business Days prior to the Effective Date. Upon receipt of such notice, Company and Purchaser shall work cooperatively and use their commercially reasonable efforts to prepare, prior to the Effective Time, all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Arrangement Reorganization, including any amendment to the Plan of Reorganization.
- (d) Purchaser hereby waives any breach of a representation, warranty or covenant by Company, where such breach is a result of an action taken by Company or a Subsidiary in good faith pursuant to a request by Purchaser in accordance with this Section 5.4.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement and the Plan of Reorganization, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual consent of such Parties without prejudice to their right to rely on any other of such conditions:

- (a) the Unsecured Creditors shall have approved the Proposal at the Unsecured Creditors' Meeting in accordance with the terms of the Proposal;
- (b) the Approval Order shall have been obtained on terms consistent with the Proposal and the Plan of Reorganization and in form and substance satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either of the Parties, acting reasonably, on appeal or otherwise;
- (c) all Regulatory Approvals required to be obtained, including for certainty the revocation in whole or in part of the Cease Trade Order if required in order to carry out the transactions contemplated herein and in the Plan of Reorganization, or that the Parties mutually agree in writing to obtain in respect of the completion of the Arrangement, and the expiry of applicable waiting periods necessary to complete the Arrangement, shall have occurred or been obtained on terms and conditions acceptable to the Parties, each acting reasonably, and all applicable domestic and foreign statutory and regulatory waiting periods shall have expired or have been terminated and no unresolved material objection or opposition shall have been filed, initiated or made, except where the failure or failures to obtain such Regulatory Approvals, or for the applicable waiting periods to have expired or terminated, would not be reasonably expected to have a Material Adverse Effect on Company;
- (d) no Law shall be in effect or shall have been enacted, promulgated, amended or applied by any Governmental Entity, which prevents, prohibits or makes the consummation of the Plan of Reorganization illegal or otherwise prohibits or enjoins Purchaser or Company from consummating the Arrangement; and
- (e) no act, action, suit, proceeding, objection, opposition, order or injunction shall have been taken, entered or promulgated by or before any Governmental Entity or by any elected or appointed public official in Canada or elsewhere or by any other Person, whether or not having the force of Law, which: (i) prevents, prohibits or makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins Purchaser or Company from consummating the Arrangement; or (ii) enjoins or prohibits, or imposes material adverse conditions or terms on, the right of Purchaser to own or exercise full ownership of the Company Shares upon completion of the Arrangement or the ownership or operation of the business, or any material assets, of Company.

6.2 Purchaser Conditions

The obligation of Purchaser to consummate the transactions contemplated hereby, and in particular the Arrangement and the Plan of Reorganization, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) the representations and warranties made by the Receiver on behalf of the Company shall be true and correct as of the date of this Agreement and the Effective Date as if made on

and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result or would not reasonably be expected to result in a Material Adverse Change in respect of Company and its Subsidiaries, taken as a whole (and for this purpose, any reference to "material", "Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), and the Receiver shall have provided to Purchaser a certificate certifying the foregoing on the Effective Date;

- (b) Company shall have complied in all material respects with its covenants herein to be complied with by it on or prior to the Effective Time, and the Receiver on behalf of the Company shall have provided to Purchaser a certificate certifying compliance with such covenants on the Effective Date;
- (c) as of the Effective Date, the Company shall hold, and shall have maintained in force, all licenses, approvals and authorizations from the Alberta Energy Regulator or any other applicable Governmental Entity as required to own and operate the Operated Properties in accordance with applicable Laws. The Company shall continue to be the operator of all of the Operated Properties as of the Effective Date and its removal as operator of any of the Operated Properties shall not then be pending or probable on account of the appointment of the Receiver or the completion of the transactions contemplated herein and as of the Effective Date there shall be no ongoing proceedings or threat of proceedings whereby a third party is seeking to exercise any rights to remove and replace the Company as operator of any of the Operated Properties, which rights would not be extinguished by the Approval Order; and
- (d) Purchaser shall not have determined, acting reasonably, that the execution and delivery of this Agreement or the consummation of the Arrangement contemplated hereby or compliance by Company with any of the provisions hereof will: (A) violate, conflict with or result in a breach of any provision of any material note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Company or any of its Subsidiaries is a party or to which any of them, or any of their respective assets or properties, may be subject or by which Company or any of its Subsidiaries is bound; or (B) cause the suspension or revocation of any material authorization, consent, approval or license currently in effect.

The conditions set forth in this Section 6.2 are for the exclusive benefit of Purchaser and may be asserted by Purchaser regardless of the circumstances or may be waived in writing by Purchaser in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Purchaser may have.

6.3 Company Conditions

The obligation of Company to consummate the transactions contemplated hereby, and in particular the Arrangement and the Plan of Reorganization, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) the representations and warranties made by Purchaser and any AcquisitionCo shall be true and correct as of the date of this Agreement and the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date), and Purchaser and any AcquisitionCo shall have provided to Company a certificate certifying the foregoing on the Effective Date; and

- (b) Purchaser shall have complied in all material respects with its covenants herein to be complied with by it on or prior to the Effective Time, and Purchaser shall have provided to Company a certificate certifying compliance with such covenants on the Effective Date.

The conditions set forth in this Section 6.3 are for the exclusive benefit of Company and may be asserted by Company regardless of the circumstances or may be waived by Company in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Company may have.

6.4 Notice and Cure Provisions

Each Party shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event, state of facts, circumstance or change in circumstances (actual, anticipated, contemplated or, to the knowledge of such Party, threatened) which would, or would reasonably be expected to:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect at any time from the date hereof to the Effective Date (or, in the case of any representations or warranties that are not subject to materiality qualifications in respect of the conditions contained in Section 6.2(a) or Section 6.3(a), as applicable, cause any of such representations or warranties of such Party to be untrue or inaccurate in any respect); or
- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party,

and it shall, in good faith, discuss with the other Party the event, state of facts, circumstance or change in circumstances (actual, anticipated, contemplated or, to the knowledge of such Party, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Party pursuant to this Section 6.4. The delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the representations, warranties, covenants, conditions or agreements of the Parties under this Agreement or any remedies available pursuant to this Agreement with respect thereto to the Party receiving that notice.

Neither Party may elect to terminate this Agreement pursuant to Section 7.1(c)(i) or Section 7.1(d)(i), as applicable, unless promptly, and in any event prior to the issuance of the Certificate by the Registrar, the Party intending to terminate this Agreement (the "**Terminating Party**") has delivered a written notice (a "**Termination Notice**") to the other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, inaccuracies of representations and warranties or other matters which the Terminating Party is asserting as the basis for termination. If any Termination Notice is delivered, provided that the Breaching Party is proceeding diligently to cure any such matter and such matter is capable of being cured prior to the Outside Date to the satisfaction of the Terminating Party, acting reasonably, the Terminating Party may not exercise such termination until the earlier of (i) the expiration of a period of ten (10) Business Days from the date of receipt of the Termination Notice by the Breaching Party, and (ii) the Outside Date, if in either case such matter has not been cured by such date. Any deliberate, willful or intentional breach shall be deemed to be incapable of being cured and upon delivery of the Termination Notice, the Terminating Party may immediately terminate this Agreement in accordance with Article 7 hereof. More than one Termination Notice may be delivered by a Party.

6.5 Frustration of Conditions

Neither Purchaser nor Company may rely, either as a basis for not consummating the conditions contemplated by this Agreement or terminating this Agreement and abandoning the Arrangement, on the failure of any condition set forth in Sections 6.1, 6.2 or 6.3, as the case may be, to be satisfied if such failure was primarily caused by, or resulted from, such Party's failure to perform any of its covenants or agreements under this Agreement.

6.6 Merger of Conditions

Subject to applicable Law, the conditions set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released upon the issuance of a Certificate in respect of the Arrangement.

ARTICLE 7 TERMINATION

7.1 Termination

This Agreement may be terminated at any time prior to the Effective Date:

- (a) by mutual written agreement of Purchaser and Company;
- (b) by either Purchaser or Company if:
 - (i) the Effective Time shall not have occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 7.1(b)(i) shall not be available to any Party whose failure to fulfill any of its covenants or obligations or whose breach of any of its representations or warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by the Outside Date; or
 - (ii) any condition in Section 6.1 becomes incapable of being satisfied by the Outside Date, except that the right to terminate this Agreement under this Section 7.1(b)(ii) shall not be available to any Party whose failure to fulfill any of its covenants or obligations or whose breach of any of its representations or warranties under this Agreement has been the cause of, or resulted in, the failure of such condition to be satisfied;
- (c) by Purchaser if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Company set forth in this Agreement occurs that would cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied, and such breach or failure is incapable of being cured by the Outside Date or is not cured in accordance with the terms of Section 6.4; or
 - (ii) Company is in breach of any of Company's covenants or obligations in this Agreement in any material respect; or
- (d) by Company if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Purchaser set forth in this Agreement occurs that would cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied, and

such breach or failure is incapable of being cured by the Outside Date or is not cured in accordance with the terms of Section 6.4; or

- (ii) Purchaser is in breach of any of Purchaser's covenants or obligations in this Agreement in any material respect.

7.2 Effect of Termination

In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become void and have no further force or effect, and neither Party (nor its Representatives or shareholders) shall have any liability or further obligation to the other Party hereunder, except with respect to the provisions and obligations set forth in this Section 7.2, and Article 8, which shall survive any termination hereof; provided that, nothing contained in this Section 7.2 shall relieve either Party from liability for fraud or for any breach of any provision of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.1 Amendment

This Agreement and the Plan of Reorganization may, at any time and from time to time before or after the holding of the Unsecured Creditors' Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, subject to the Approval Order and applicable Laws.

8.2 Further Assurances

Each Party will, from time to time and at all times after the Effective Date, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

8.3 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Company, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the transactions contemplated herein, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise. The Purchaser shall indemnify and hold the Receiver harmless in respect of any withholding taxes that become payable by the Receiver, on behalf of the Company, as a result of the steps taken by the Company as part of the Plan of Reorganization.

8.4 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

8.5 Waiver

Either Party may: (a) extend the time for the performance of any of the obligations or other acts of the other Party which, for greater certainty, shall include extending the Outside Date; (b) waive compliance with any of the other Party's agreements or the fulfillment of any conditions to its own obligations contained herein; and (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any

such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and such waiver shall apply only to the specific matters identified in such instrument.

8.6 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile transmission or email, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by either Party by notice to the other given in accordance with these provisions):

(a) if to Purchaser:

EEl HoldCo, LLC, c/o
White Oak Global Advisors, LLC
Suite 550, 3 Embarcadero Center

San Francisco, CA 94111
United States of America

Attention: Kyle Landau
Email: klandau@whiteoaksf.com

with a copy to:

Blake, Cassels & Graydon LLP
Suite 3500, Bankers Hall East
855-2nd Street S.W.
Calgary, Alberta T2P 4J8

Attention: Kelly Bourassa / Dan McLeod
Email: kelly.bourassa@blakes.com / daniel.mcleod@blakes.com

(b) if to Company:

FTI Consulting Canada Inc.
Suite 1610, 520 – 5th Avenue SW
Calgary, AB T2P 3R7

Attention: Deryck Helkaa / Dustin Olver
Email: deryck.helkaa@fticonsulting.com / dustin.olver@fticonsulting.com

with a copy to:

Norton Rose Fulbright Canada LLP
3700, 400 – 3rd Ave. SW
Calgary, Alberta T2P 4H2

Attention: Howard Gorman Q.C. / Meghan Parker
Email: howard.gorman@nortonrosefulbright.com /
meghan.parker@nortonrosefulbright.com

8.7 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

8.8 Time of Essence

Time shall be of the essence in this Agreement.

8.9 Specific Performance

Purchaser and Company agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein, and the Parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.

8.11 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 fullest extent possible.

8.12 Counterparts

This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

The remainder of this page is left blank intentionally

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EAGLE ENERGY INC., by and through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertaking of Eagle Energy Inc., and not in its personal or corporate capacity

Per: 
Name: **Deryck Helkaa**
Title: **Senior Managing Director**

EI HOLDCO, LLC ("Purchaser")
By: Aguila Energy Partners, LLC, its sole member

Per: _____
Name: Kyle Landau
Title: Manager

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EAGLE ENERGY INC., by and through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertaking of Eagle Energy Inc., and not in its personal or corporate capacity

EI HOLDCO, LLC ("Purchaser")

By: Aguila Energy Partners, LLC, its sole member

Per: _____
Name:
Title:

Per: *Kyle Landau*
Name: Kyle Landau
Title: Manager

SCHEDULE A

PLAN OF REORGANIZATION UNDER SECTION 192 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA) AND RELATED TRANSACTIONS

ARTICLE 1 RELATIONSHIP TO ARRANGEMENT AGREEMENT

- 1.1 This Plan of Reorganization is made pursuant and subject to the provisions of and forms part of the Arrangement Agreement dated May 28, 2020 between Purchaser and Company (the "**Arrangement Agreement**").
- 1.2 Capitalized terms used but not otherwise defined in this Plan of Reorganization have the meanings ascribed to such terms in the Arrangement Agreement.
- 1.3 This Plan of Reorganization and the Arrangement, upon the filing of the Articles of Reorganization and the issuance of the Certificate, will become effective, and be binding on the Purchaser, the Company, all registered holders and beneficial owners of Class A Shares, Class B Shares, Company Incentive Awards, the registrar and transfer agent of the Company and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

ARTICLE 2 ARRANGEMENT

- 2.1 The Articles of the Company shall be amended pursuant to the Approval Order and subsection 192(2) of the ABCA by filing Articles of Reorganization under subsection 192(4) of the ABCA to effect the following:
 - (a) the authorized share capital of the Company shall consist of two classes of shares, being Class A Shares and Class B Shares, having the terms set forth in Appendix A attached hereto; and
 - (b) the issued and outstanding Company Shares shall be re-designated as fully paid and non-assessable Class B Shares, on a one-for-one basis, without any action required on the part of the Company Shareholders. Upon such re-designation, former holders of Company Shares shall be removed from the register of Company Shares and added to the register of Class B Shares.
- 2.2 The Certificate shall be conclusive evidence that the Arrangement has become effective. If no Certificate is required to be issued by the Registrar pursuant to subsection 192(5) of the ABCA, the Arrangement shall become effective at the Effective Time on the date the Articles of Reorganization are filed with the Registrar pursuant to subsection 192(4) of the ABCA.
- 2.3 Holders of Class B Shares shall not be entitled to receive any physical certificates representing the Class B Shares so held. Any physical certificates issued and representing Company Shares shall, following completion of the Arrangement, represent Class B Shares.

ARTICLE 3 INCENTIVE AWARDS

- 3.1 Immediately prior to the Share Redemption set out in Article 4, each outstanding Company Incentive Award shall be terminated without any payment or compensation to the holder thereof, and the Company shall have no further liabilities or obligations to the former holders thereof with respect thereto and the Company LTI Plan shall be terminated, in each case without any further

action required on the part of the holders of Company Incentive Awards, the Company or any other Person.

ARTICLE 4 SHARE REDEMPTION

- 4.1 Immediately following completion of the termination of the Company Incentive Awards as set forth in Article 3, each issued and outstanding Class B Share shall be redeemed and cancelled for its fair market value (such value being equal to nil) in accordance with the terms of the Class B Shares, without any further action required on the part of the holders of Class B Shares.
- 4.2 Upon completion of the Share Redemption, the holders of such Class B Shares shall cease to be the holders of Class B Shares and the names of such holders shall be removed from the register thereof.
- 4.3 For greater certainty, following the Share Redemption, holders of Class B Shares, being former Company Shareholders, shall no longer have any rights or entitlements to receive any consideration or property in respect of their Class B Shares, and any outstanding rights to acquire Company Shares and/or Class B Shares shall be cancelled and have no effect.

ARTICLE 5 SHARE ISSUANCE

- 5.1 Concurrent with the Share Redemption contemplated in Article 4, the Company shall issue 10,000 Class A Shares to the Purchaser as fully paid and non-assessable Class A Shares, and in consideration for such Class A Shares, the Canadian Credit Bid Claim shall be released and settled by White Oak.
- 5.2 The Purchaser shall be deemed to be the legal and beneficial owner of such Issued Shares and shall be added to the register of holders of Class A Shares as the registered holder of such Issued Shares and such Issued Shares shall represent all of the outstanding voting securities issued by the Company.

ARTICLE 6 OUTSTANDING CERTIFICATES

- 6.1 In accordance with the Approval Order and upon completion of the steps set out in this Plan of Reorganization, the Company, or the Company's transfer agent if applicable, shall be authorized and directed to:
- (a) cancel all certificates or book-entry registrations, which, immediately prior to the Effective Time, represented outstanding Company Shares;
 - (b) update the Company's share registers to reflect the registrations or cancellations, as appropriate, set out in Sections 2.1(b), 4.2 and 5.2 hereof; and
 - (c) cause to be issued and delivered to the Purchaser a certificate representing the Issued Shares.

ARTICLE 7 FURTHER ASSURANCES

- 7.1 Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Reorganization without any further act or formality, each of the Company, the Purchaser and the Receiver shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances,

instruments or documents as may reasonably be required in order further to document or evidence any of the transactions or events set out herein.

- 7.2 From and after the completion of the steps set forth in Article 2, Article 3 and Article 4 (a) this Plan of Reorganization shall take precedence and priority over any and all rights related to Company Shares; (b) the rights and obligations of the holders of Company Shares and, in each case, any respective trustee and transfer agent therefor, shall be solely as provided for in this Plan of Reorganization; and (c) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Company Shares, shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

APPENDIX A

SHARE STRUCTURE

SHARE STRUCTURE OF EAGLE ENERGY INC. (the "Corporation")

Under the *Business Corporations Act* (Alberta) (the "**Act**")

The Corporation is authorized to issue an unlimited number of Class "A" Common Shares and an unlimited number of Class "B" Redeemable Shares. The rights, restrictions and conditions attached to these shares are as follows:

I. CLASS "A" COMMON SHARES

A. Voting Rights

The holders of the Class "A" Common Shares shall be entitled to receive notice of, attend at and vote at any meeting of the shareholders of the Corporation on the basis of one vote for each Class "A" Common Share held at the time of any such meeting.

B. Dividend Rights

Subject to the provisions of the Act, the holders of the Class "A" Common Shares shall be entitled to receive, at the discretion of the board of directors of the Corporation, and subject to the rights of any other class of shares of the Corporation, any dividend declared by the Corporation. For greater certainty, the board of directors of the Corporation may, in its sole discretion, declare a dividend on the Class "A" Common Shares to the exclusion of any other class of shares of the Corporation, in such proportion as the board of directors of the Corporation may determine.

C. Distribution Rights

In the event of the liquidation, dissolution, bankruptcy or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class "A" Common Shares shall be entitled to share pro rata and in priority to all other classes of shareholders, in the remaining property of the Corporation upon liquidation, dissolution, bankruptcy, winding-up or other distribution of the assets of the Corporation.

II. CLASS "B" REDEEMABLE SHARES

A. Voting Rights

Subject to the Act, the holders of the Class B Redeemable Shares shall not be entitled to receive notice of, or to attend at, any meeting of the shareholders of the Corporation, or to vote at any such meeting.

B. Dividends

The holders of the Class B Redeemable Shares shall not be entitled to receive dividends.

C. Redemption by Corporation

Subject to the Act or any order of a competent Court, the Corporation may redeem the whole or any part of the issued Class B Redeemable Shares in exchange for payment to each holder thereof of the fair market value of each Class B Redeemable Share, as determined by the Corporation or an order of a competent Court (the "Redemption Price") (less any tax required to be deducted and withheld by the Corporation), which Redemption Price may be \$nil, if so determined by the Corporation or Court, as applicable, and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except to receive payment of the Redemption Price (less any tax required to be deducted and withheld by the Corporation).

D. Distribution Rights

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class B Redeemable Shares shall be entitled to receive, subject to the rights of any other class of shares of the Corporation, an amount equal to the Redemption Price of such Class B Redeemable Shares (less any tax required to be deducted and withheld by the Corporation) and no more.

SCHEDULE B
FORM OF PROPOSAL

ESTATE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3

AND IN THE MATTER OF THE PROPOSAL OF EAGLE
ENERGY INC.

DOCUMENT

PROPOSAL

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
3700, 400 – 3rd Avenue SW
Calgary, AB T2P 4H2
Howard Gorman Q.C. / Meghan Parker
Telephone: (403) 267-8144 / (403) 267-8211
Fax: (403) 264-5973
Email: howard.gorman@nortonrosefulbright.com /
meghan.parker@nortonrosefulbright.com

WHEREAS pursuant to a receivership order of the Court dated November 19, 2019 (the "**Receivership Order**"), FTI Consulting Canada Inc. was appointed receiver and manager (the "**Receiver**") of Eagle Energy Inc. ("**Eagle Energy**"), Eagle Energy Trust, Eagle Energy Holdings Inc. and Eagle Hydrocarbons Inc. (collectively, the "**Debtors**" and each individually, a "**Debtor**");

AND WHEREAS pursuant to an approval of engagement and sale process order of the Court dated February 19, 2020 (the "**Sale Process Order**"), the Receiver was authorized and directed to implement the Sale Process in respect of the Debtors;

AND WHEREAS the Receiver carried out the Sale Process and has executed the Arrangement Agreement in accordance with the Sale Process, subject to Court approval;

AND WHEREAS the Arrangement Agreement contemplates the Receiver filing this Proposal;

NOW THEREFORE Eagle Energy, being an insolvent persons, by and through the Receiver, hereby submits the following Proposal pursuant to the provisions of Part III Division I of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended (the "**Act**").

ARTICLE 1 INTEPRETATION

1.1 Definitions

In this Proposal, capitalized terms shall have the meanings set out in the Act, save and except for the terms and definitions set out herein and below:

- (a) "**ABCA**" means the *Business Corporations Act* (Alberta);
- (b) "**Administrative Fees and Expenses**" means all reasonable fees and disbursements of the Proposal Trustee, the Receiver and counsel to the Proposal Trustee and Receiver, in each case, incurred at their standard rates and charges.
- (c) "**Arrangement Agreement**" means the Arrangement Agreement dated as of the 28 day of May, 2020, between Eagle Energy, by and through the Receiver, and the Purchaser.
- (d) "**Approval Order**" means an Order of the Court, which, among other things, approves this Proposal and shall include provisions permitted pursuant to section 192 of the ABCA as may be necessary or appropriate to give effect to this Proposal.
- (e) "**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Calgary, Alberta, Canada.
- (f) "**Canadian Credit Bid Claim**" means the Claim of White Oak Global Advisors, LLC to the extent of the value of its credit bid in the Sale Process, namely \$21,000,000.
- (g) "**Canada Pension Plan**" means the *Canada Pension Plan*, RSC 1985, c C-8, as amended.
- (h) "**Claim**" or "**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against Eagle Energy, whether or not asserted or made, in connection with any indebtedness, liability or objection of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the Act, had Eagle Energy become bankrupt.
- (i) "**Court**" means the Court of Queen's Bench of Alberta, Judicial Centre of Calgary.
- (j) "**Convenience Claims**" has the meaning given to it in Article 6.4.
- (k) "**Creditor**" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person.
- (l) "**Creditor Listing**" shall mean the list of creditors required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

- (m) "**Employment Insurance Act**" means the *Employment Insurance Act*, SC 1996, c 23.
- (n) "**Implementation Date**" means the date upon which the conditions set forth in Article 9.1 hereof have been satisfied.
- (o) "**Income Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp), as amended.
- (p) "**Inspectors**" means one or more Inspectors appointed pursuant to the Act (if any) as provided for in this Proposal.
- (q) "**Issued Shares**" means the 10,000 Class A common shares in the capital of Eagle Energy to be issued to the Purchaser pursuant to the Plan of Reorganization and the Arrangement Agreement and in full and final satisfaction of the Canadian Credit Bid Claim.
- (r) "**Lessor**" means KS 500 4th Avenue SW Inc. and Canadian Property Holdings (Alberta) Inc., each with a 50% interest, under the Lease Agreement.
- (s) "**Lessor Claim**" means the claim of the Lessor, under the Lease Agreement.
- (t) "**Lease Agreement**" means the office lease between the Lessor, as landlord, and Eagle Energy, as tenant, dated January 1, 2013, as amended by a first lease amending agreement dated May 26, 2016.
- (u) "**Official Receiver**" has the meaning ascribed thereto in the Act.
- (v) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government, or any agency or instrumentality thereof, or any other entity howsoever designated or constituted.
- (w) "**Plan of Reorganization**" means the proposed plan of reorganization of Eagle Energy's share capital pursuant to Section 192 of the ABCA contemplated by the Arrangement Agreement.
- (x) "**Proof of Claim**" means the proof of claim required by the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.
- (y) "**Property**" means all assets, properties and undertakings of Eagle Energy.
- (z) "**Proposal**" means this Proposal made pursuant to the provisions of Part III Division I of the Act as filed with the Office of the Superintendent of Bankruptcy and as amended or supplemented from time to time.
- (aa) "**Proposal Trustee**" means FTI Consulting Canada Inc., solely in its capacity as proposal trustee of Eagle Energy and not in its personal or corporate capacity.
- (bb) "**Purchaser**" means EEI Holdco, LLC, a limited liability company formed under the laws of Delaware, United States of America, or its nominee.
- (cc) "**Receivership Date**" means November 19, 2019, being the date the Receivership Order was granted by the Court.
- (dd) "**Receivership Proceedings**" means the proceedings before the Court and identified as Court File No. 1901-16293.

- (ee) **"Sale Process"** has the meaning given to it in the Sale Process Order.
- (ff) **"Unaffected Creditors"** means those Creditors having claims that will be dealt with in accordance with Article 6.2.
- (gg) **"Unsecured Claim"** means the amount of a Creditor's proven unsecured Claim, finally determined in accordance with the Act, including:
 - (i) Claims that, subject to the rights of secured creditors, are required by the Act to be paid in priority to all other Claims under a proposal made by a debtor, and including, without limitation:
 - (A) Employees and former employees of Eagle Energy, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the Act on the Receivership Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of this Proposal, together with, in the case of travelling salespersons, disbursements properly incurred by those salespersons in and about Eagle Energy's business during the same period;
 - (B) Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Receivership Date and are of a kind that could be subject to a demand under,
 - (I) subsection 224(1.2) of the *Income Tax Act*;
 - (II) any provisions of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - (III) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (1) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (2) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

- (ii) the Lessor Claim;
 - (iii) all deficiency Claims of White Oak Global Advisors, LLC, after having regard to the Canadian Credit Bid Claim and any amounts that may be credit bid in respect of the assets of the Debtor, Eagle Hydrocarbons Inc; and
 - (iv) any intercompany Claims there may be among the Debtors.
- (hh) **"Unsecured Creditors"** means Creditors with Unsecured Claims.
- (ii) **"Unsecured Creditors' Fund"** means a fund created for the benefit of Unsecured Creditors in the amount of \$200,000.
- (jj) **"Unsecured Creditors' Meeting"** means any meeting of the Unsecured Creditors of Eagle Energy called for the purpose of considering and voting upon this Proposal.
- (kk) **"Unsecured Creditors' Meeting Date"** means such date and time as may be called by the Proposal Trustee, but in any event shall be no later than June 15, 2020.
- (ll) **"Voting Letter"** shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Proposal and not to any particular article, section, subsection, clause or paragraph of this Proposal and include any agreements supplemental hereto. In this Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Proposal.

1.3 Interpretation Not Affected by Headings

The division of this Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are prevailing local time in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to this Proposal on a particular date is unspecified the time shall be deemed to be 5:00 pm prevailing local time in Calgary, Alberta, Canada.

1.6 Numbers

In this Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in this Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in this Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successor and Assigns

This Proposal will be binding on and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Proposal.

ARTICLE 2 GENERAL INTENT

2.1 Background

On November 19, 2019, pursuant to the Receivership Order, the Receiver was appointed over the Property of Eagle Energy.

The Receiver has executed the Arrangement Agreement with the Purchaser in respect of the Plan of Reorganization, subject to Court approval. The Arrangement Agreement contemplates the Receiver filing this Proposal.

This Proposal is made by the Receiver pursuant to section 50(1)(b) of the Act.

2.2 Purpose of Proposal

The purpose of this Proposal is to effect a compromise of the unsecured indebtedness of Eagle Energy in the manner contemplated herein, and as permitted by the Act, in the expectation that all Unsecured Creditors will derive greater benefit from the restructuring than they would otherwise receive from a bankruptcy of Eagle Energy and to provide for the full and final satisfaction of each Unsecured Claim in exchange for a cash payment as described in this Proposal.

This Proposal applies to all Unsecured Creditors, whether or not any such Unsecured Creditor proves a Claim against Eagle Energy under this Proposal. This Proposal does not affect Unaffected Creditors and the Canadian Credit Bid Claim.

2.3 Persons Affected

This Proposal will, as of the Implementation Date, be binding on Eagle Energy and all Unsecured Creditors.

**ARTICLE 3
CLASSIFICATION AND TREATMENT OF CREDITORS**

3.1 Classes of Creditors

For the purposes of voting on this Proposal, the Unsecured Creditors of Eagle Energy shall be comprised of a single class of Unsecured Creditors.

**ARTICLE 4
THE LESSOR CLAIM**

4.1 Calculation of the Lessor Claim

For the purposes of filing a Proof of Claim in accordance with Article 7.1 of this Proposal, the Lessor may file a Proof of Claim for the disclaimer or rescission of the Lease Agreement for an amount equal to the lesser of:

- (i) the aggregate of (A) the rent provided for in the Lease Agreement for the first year of the Lease Agreement following the date on which the disclaimer or rescission becomes effective, and (B) 15% of the rent for the remainder of the term of the Lease Agreement after that year, and
- (ii) three years' rent.

**ARTICLE 5
REORGANIZATION**

5.1 Steps for the Plan of Reorganization

The Approval Order, in addition to approving this Proposal, shall effect the Plan of Reorganization pursuant to section 192 of the ABCA, providing for the following transactions:

1. the articles of Eagle Energy will be amended such that two classes of shares shall be authorized: Class A common shares and Class B redeemable shares;
2. the issued and outstanding common shares of Eagle Energy will be re-designated as Class B redeemable shares;
3. Eagle Energy will issue the Issued Shares to the Purchaser in consideration for the settlement of the Canadian Credit Bid Claim;
4. Eagle Energy will redeem and cancel the outstanding Class B redeemable shares for their fair market value (being nil) in accordance with the terms thereof; and
5. any outstanding rights to acquire Eagle Energy's shares, shall be cancelled without compensation.

5.2 Repudiation of Contracts

Effective on the Implementation Date, Eagle Energy hereby repudiates all contracts, arrangements, agreements, leases and indentures written or oral between Eagle Energy and all Persons, including but not limited to those referenced in Schedule "A" hereto, and the Claims of each Person resulting or arising from the repudiation of such contracts, arrangements, agreements, leases and indentures shall be an Unsecured Claim in this Proposal.

5.3 Retained Contracts

Notwithstanding Article 5.2 above, following the Implementation Date, Eagle Energy will retain, in full force and effect, the contracts, arrangements, agreements, leases and indentures referenced in Schedule "B" hereto.

ARTICLE 6 TREATMENT OF CREDITORS

6.1 Administrative Fees and Expenses

On the Implementation Date, all Administrative Fees and Expenses incurred to that date which remain unpaid shall be paid in full.

6.2 The Claims of Unaffected Creditors

Any Persons with Claims that relate to purchase money security interests, true leases or other secured Claims against particular equipment or Property of Eagle Energy, in respect of which the Purchaser has elected not to assume the underlying contract as noted in Schedule "A" hereto, will be permitted to recover such Property.

6.3 The Canadian Credit Bid Claim

Upon closing of the transaction contemplated by the Arrangement Agreement, the Canadian Credit Bid Claim will be fully satisfied in consideration for the issuance of the Issued Shares and other consideration contemplated by the Arrangement Agreement.

6.4 Proposal in Respect of Unsecured Claims

In full and final satisfaction of the Unsecured Claims of Unsecured Creditors, the Purchaser shall:

1. pay in full, in cash from the Unsecured Creditors' Fund, 100% of the first \$500.00 of each Unsecured Claim, up to the full amount of an Unsecured Creditor's Unsecured Claim (the "**Convenience Claims**"); and
2. to the extent an Unsecured Creditor's Unsecured Claim exceeds the Convenience Claims amount described in subsection 1 above, payment, in cash, on a *pro rata* basis of the balance of the Unsecured Creditors' Fund.

The foregoing distributions shall be subject to the levy payable to the Office of the Superintendent in Bankruptcy in respect thereof, as applicable, in accordance with the Act.

6.5 The Unsecured Claim of White Oak Global Advisors, LLC

Notwithstanding the Proposal described in Article 6.4 above, White Oak Global Advisors, LLC will not share in any of the proposed distributions contemplated by this Proposal.

6.6 Debtor Claims

Notwithstanding the Proposal described in Article 6.4 above, the other Debtors will not share in any of the proposed distributions contemplated by this Proposal for any Claims any Debtors may have against Eagle Energy.

6.7 Interest on Claims

Interest will not accrue or be paid on Unsecured Claims after or in respect of the period following the Receivership Date and no Creditor with an Unsecured Claim will be entitled to any interest in respect of such Claim accruing on or after or in respect of the period following the Receivership Date.

6.8 Superintendent of Bankruptcy Levy

The Office of the Superintendent of Bankruptcy shall be paid its prescribed levy by the Proposal Trustee in respect of the distributions to Unsecured Creditors under this Proposal, as required by subsection 60(4) and section 147 of the Act.

ARTICLE 7 PROCEDURE FOR VALIDATION OF CLAIMS

7.1 Filing of Proofs of Claim

With the exception of Convenience Claims, in order to vote on, or to receive a distribution under this Proposal, each Unsecured Creditor shall file a Proof of Claim in accordance with the Act and as instructed in the Voting Letter.

Creditors with Convenience Claims will not be required to submit a Proof of Claim unless such Creditor disputes the amount deemed to be owing to such Creditor in the Creditor Listing, which is to be sent by the Proposal Trustee along with the Voting Letter.

7.2 Allowance or Disallowance of Claims by the Proposal Trustee

Upon receipt of a completed Proof of Claim, the Proposal Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the Act. The Proposal Trustee shall have the power and authority to determine the validity of all claims made against Eagle Energy, including the validity of any security held by persons claiming to be secured creditors of Eagle Energy.

7.3 Claims Bar Process

Forthwith after the Approval Order, the Proposal Trustee shall give notice pursuant to section 149 of the Act, by registered mail, to every Person with an Unsecured Claim that the Proposal Trustee has notice or knowledge of, but whose claim has not been filed or proved that if such Person does not prove its claim within a period of thirty (30) days after the mailing of the notice, the Proposal Trustee will proceed to declare a final dividend without regard to such Person's claim. The dividend referred to in said notice shall be deemed a final dividend and any Person so notified who does not provide its claim within the said thirty (30) day period shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in subsections 149(2)(3) and (4) of the Act.

ARTICLE 8 MEETING OF CREDITORS

8.1 Unsecured Creditors' Meeting

On the Unsecured Creditors' Meeting Date, Eagle Energy shall hold an Unsecured Creditors' Meeting in order for the Unsecured Creditors to consider and vote upon this Proposal. For certainty, White Oak Global Advisors, LLC is permitted to vote its Unsecured Claim at the Unsecured Creditors' Meeting.

8.2 Time and Place of Meeting

Pursuant to the Interim Technical Instructions to LITs from the Office of the Superintendent of Bankruptcy Canada, "*Stakeholder concerns and enquiries concerning meetings of creditors during the COVID-19 pandemic*" dated April 14, 2020, the Unsecured Creditors' Meeting shall be held at a time and through the remote video conferencing service selected by the Proposal Trustee, and confirmed in its notices of meeting to be sent in accordance with Directive No. 8R17 from the Office of the Superintendent of Bankruptcy Canada, unless otherwise established by the Court.

All Proofs of Claim shall be delivered in accordance with the provisions of this Proposal, the Act, Directive No. 8R17, and any Order which may be issued by the Court in respect of the procedure governing the Unsecured Creditors' Meeting.

8.3 Conduct of Meeting

The Official Receiver, or the nominee thereof, shall preside as the chair of the Unsecured Creditors' Meeting and will decide all matters relating to the conduct of the Unsecured Creditors' Meeting. The only Persons entitled to attend the Unsecured Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Unsecured Creditors' Meeting, including the Unsecured Creditors and their respective legal counsel, if any, the Proposal Trustee, together with such representatives of the Proposal Trustee as the Proposal Trustee may appoint in its discretion, the Purchaser and its legal counsel, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Unsecured Creditors' Meeting or with the consent of the Creditors.

8.4 Adjournment of Meeting

The Unsecured Creditors' Meeting may be adjourned in accordance with section 52 of the Act.

8.5 Voting by Creditors

All Unsecured Creditors who, on the Unsecured Creditors' Meeting Date, hold Unsecured Claims will be entitled to attend at the Unsecured Creditors' Meeting and vote to the extent of the amount which is equal to each such Creditor's respective Unsecured Claim against Eagle Energy.

Creditors with Convenience Claims will be deemed to have voted in favour of this Proposal.

8.6 Approval by Creditors

In order that this Proposal be binding on the single class of Creditors set out in Article 3.1 hereof, in accordance with the Act, it must first be accepted by a majority in number of the Creditors of such class who actually vote upon this Proposal (in person or by proxy) at the Unsecured Creditors' Meeting, by a Voting Letter, or otherwise, representing two-thirds in value of the voting Claims of the Creditors of such class who actually vote upon this Proposal (whether in person or by proxy) at the Unsecured Creditors' Meeting, by a Voting Letter or otherwise.

Notwithstanding the above, all holders of Convenience Claims will be deemed to vote in favour of this Proposal.

8.7 Appointment of Inspectors

At the Unsecured Creditors' Meeting, the Unsecured Creditors may appoint up to five Inspectors whose powers will be limited to:

- (a) advising the Proposal Trustee concerning any dispute which may arise as to the validity of Claims; and
- (b) advising the Proposal Trustee from time to time with respect to any other matter that the Proposal Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.

The authority and term of office of the Inspectors will terminate upon the discharge of the Proposal Trustee.

8.8 Valuation of Claims

The procedure for valuing Claims of Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in Article 7 hereof and the Act. The Proposal Trustee reserves the right to seek the assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on this Proposal or the amount payable or to be distributed to such Unsecured Creditor under this Proposal, as the case may be.

ARTICLE 9 COMPLETION OF THE PROPOSAL

9.1 Conditions to Proposal Implementation

The implementation of this Proposal will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) this Proposal shall have been accepted by the Unsecured Creditors in the requisite majorities in accordance with the Act at the Unsecured Creditors' Meeting;
- (b) the receipt by the Proposal Trustee of the Unsecured Creditors' Fund;
- (c) the Approval Order shall have been made by the Court in a form acceptable to the Purchaser;
- (d) the period for an appeal of the Approval Order has passed with no appeal of the Approval Order having been filed or, in the event that such an appeal is filed, such appeal shall have been dismissed, abandoned, quashed or permanently stayed; and
- (e) all conditions of the Arrangement Agreement shall be fulfilled or waived by the Purchaser on or before Implementation Date or such other date as may be agreed between the Proposal Trustee and the Purchaser.

9.2 Certificate of Full Performance

Upon distribution of all cash amounts contemplated by Article 6.4 of this Proposal and the payment of the Administration Fees and Expenses, this Proposal shall have been fully performed and the Proposal Trustee shall issue the certificate referred to in section 65.3 of the Act.

9.3 Discharge of Proposal Trustee

Upon the issuance of the certificate of full performance contemplated by Article 9.2 hereof, the Proposal Trustee shall have discharged its duties as Proposal Trustee, this Proposal shall be fully performed and the Proposal Trustee shall be discharged.

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of Eagle Energy and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful misconduct or gross negligence.

9.4 Completion of Proposal

The payment, compromise, extinguishment or other satisfaction of any Unsecured Claim under this Proposal will be binding upon each Unsecured Creditor, its heirs, executors, administrators, successors and assigns, for all purposes, and as and from the Implementation Date all Unsecured Claims shall be forever discharged and released, excepting only the obligations to make distributions in respect of such Unsecured Claims in the manner and to the extent provided for in this Proposal.

ARTICLE 10 MISCELLANEOUS

10.1 Modification of Proposal

The Receiver or the Purchaser may propose an alteration or modification to this Proposal prior to the conclusion of the first Unsecured Creditors' Meeting called to consider this Proposal.

10.2 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail, by fax transmission or e-mail addressed to the respective parties as follows:

1. If to the Proposal Trustee:

FTI CONSULTING CANADA INC.
Suite 1610, 520 - 5th Avenue SW
Calgary AB T2P 3R7

Attention: Deryck Helkaa
Email: deryck.helkaa@fticonsulting.com
Fax: (403) 232-6116

2. If to a Creditor to the address, fax number or e-mail for such Creditor specified in the Proof of Claim filed by the Creditor or, if no Proof of Claim has been filed, to such other address or fax

number at which the notifying party may reasonably believe that the Creditor may be contacted.

Or to such other address, e-mail or fax number as any party may from time to time notify the others in accordance with this Article. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, by fax or by e-mail, and any notice or other communication given or made by prepaid mail within the five Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by fax, by e-mail or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

10.3 Releases

On the Implementation Date, the Purchaser, the Receiver, the Proposal Trustee, Eagle Energy, and their directors, officers, employees, agents, affiliates and associates (the "**Released Parties**") shall be released and discharged from and by all Creditors including holders of Unsecured Claims from any and all demands, claims, actions, causes of action, counterclaims, suits debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any person may be entitled to assert, including, without limitation, any and all claims in respect of any environmental condition or damage affecting any of the property or assets of Eagle Energy, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to, arising out of or in connection with any Claims, the business and affairs of Eagle Energy, whenever and however conducted, this Proposal and the Receivership Proceedings.

10.4 Assignment of Claims

Unsecured Claims may be assigned in whole but not in part. No assignment of a Claim by an Unsecured Creditor is effective to give the assignee any rights in respect of this Proposal unless written notice of the assignment is given to the Proposal Trustee in accordance with the requirements of Article 10.2. The assignment of the Claim will not be effective for a period of five Business Days from the date of effective receipt of the notice of assignment by the Proposal Trustee as determined in accordance with Article 10.2.

10.5 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract.

10.6 Execution

This Proposal is executed by FTI Consulting Canada Inc. in its capacity as Receiver appointed pursuant to the Receivership Order. Execution by the Receiver is effective and proper execution of this Proposal by and on behalf of Eagle Energy and is binding and effective on Eagle Energy pursuant to the terms of the Act.

DATED at the City of Calgary, in the Province of Alberta this ____ day of May, 2020.

EAGLE ENERGY INC., by an through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertakings of Eagle Energy Inc., and not in its personal or corporate capacity

Per: _____

Name: Deryck Helkaa

Title: Senior Vice President

Schedule A

Terminated Contracts

Office Lease dated January 1, 2013 among KS 500 4th Avenue SW Inc., Canadian Property Holdings (Alberta) Inc. and Eagle Energy Inc., as amended by the First Amending Agreement dated May 26, 2016.
Jim Pattison 2018 GMC Sierra Lease dated November 5, 2018 between Eagle Energy Inc. and JPL.
Jim Pattison 2017 Chevrolet Silverado Lease dated April 11, 2017 between Eagle Energy Inc. and JPL.
Jim Pattison 2019 Chevrolet Silverado Lease dated June 17, 2019 between Eagle Energy Inc. and JPL.
Letter Agreement re Printer Equipment Lease dated October 2, 2019 between CIP and Eagle Energy Inc.
Letter Agreement re Printer Equipment Lease dated May 9, 2018 between CIP and Eagle Energy Inc.
Marketing Consulting Services Contract dated January 27, 2016 between Eagle Energy Inc. and Fulcrum Crude Marketing Inc.
Letter Agreement re Natural Gas Purchase/Sale Contract dated January 27, 2016 between Eagle Energy Inc. and Fulcrum Energy Management Inc.
Master Seismic Data License Agreement dated September 15, 2015 between Arcis Seismic Solutions Corp and Eagle-Coda Petroleum Inc.
Supplemental Agreement dated September 15, 2015 between Arcis Seismic Solutions Corp and Eagle-Coda Petroleum Inc.
Assignee Secondment Agreement dated January 27, 2016 between Wayne Wisniewski and Eagle Energy Inc.
Brenda Galonski Employment Agreement dated June 1, 2019
Roxanne Turcotte Employment Agreement dated June 3, 2015
Kristel Chan-Guevarra Employment Agreement dated August 12, 2015
Matt George Employment Agreement dated May 29, 2016
Trevor Adams Employment Agreement dated May 29, 2016
Hope Klein Employment Agreement dated May 29, 2016
Dustin Wood Employment Agreement dated May 29, 2016
Chad Lanctot Employment Agreement dated May 29, 2016

Consulting Services Agreement dated May 8, 2018 between Eagle Energy Inc. and 2121195 Alberta Ltd.
Contract Well/Facilities Operating Agreement dated June 1, 2016 between BW Oilfield Operating Ltd. and Eagle Energy Inc.
Contract Well/Facilities Operating Agreement dated June 1, 2016 between 1391012 Alberta Ltd. and Eagle Energy Inc.
Contract Well/Facilities Operating Agreement dated June 12, 2019 between Darr Oilfield Ltd. and Eagle Energy Inc.
Royalty Agreement dated May 25, 1998 (C099A)

Schedule B
Retained Contracts

Commercial Motor Vehicle Master Lease Agreement dated June 22, 2016 between Jim Pattison Industries Ltd. and Eagle Energy Inc.
Jim Pattison Lease 2019 RAM 2500 Big Horn 4x4 Crew Cab 6'4" Box (VIN: 3C6UR5DJ0KG518140) dated September 13, 2019 between Jim Pattison Industries Ltd. and Eagle Energy Inc.
End-User Software License Agreement dated January 1, 2018 between 2Com Consulting Inc. and Eagle Energy Inc.
Subscription Order Form dated December 1, 2019 between IHS Markit Canada ULC and Eagle Energy Inc.
Master Agreement dated August 11, 2015 between P2 Energy Solutions Alberta ULC and Eagle Energy Canada Inc.
Software as a Service (SaaS) License Order Form dated January 1, 2017 between P2 Energy Solutions Alberta ULC and Eagle Energy Inc.
License Agreement dated October 1, 2012 between Powervision Software Inc. and Eagle Energy Inc.
Marketing Agreement dated March 3, 2016 between Trafigura Canada General Partnership and Eagle Energy Inc.
Seismic Data License Agreement dated December 18, 2014 between Spyglass Resources Corp. and Eagle Energy Canada Inc.
Employment Agreement dated August 12, 2015 among Glen Glass, Eagle Energy Inc. and Eagle Energy Trust.
Employment Agreement dated August 12, 2015 among Andrew Arksey, Eagle Energy Inc. and Eagle Energy Trust.
Agreement for the Construction, Ownership and Operation of a Gas Processing Facility located in East Dixonville, Alberta, Canada dated April 9, 1976 (FC016)
Agreement for the Ownership and Operation of the Gas Gathering Facilities located in East Dixonville, Alberta, Canada dated April 9, 1976 (FC017)
Sylvan Lake Area Gas Handling Agreement dated January 5, 2016 (FS042)
Sundance/Nosehill Area Gas Transportation & Processing Agreement dated September 1, 2014 (FS043)
Rimbey Area Well Effluent Processing and Compression Agreement dated November 1, 2013 (FS046)
Contract Wells/Facilities Operating Agreement dated June 1, 2016 (FS047)

Clearhills East Compressor Station Gas Processing and Transportation Agreement dated May 1, 2001 (FS053)
Kakwa Area Gas Handling Agreement dated October 1, 2016 (FS054)
Kakwa Area Gas Handling Agreement dated September 1, 2016 (FS055)
Sales Gas Agreement Dixonville Area, Alberta dated November 1, 2018 between Insignia Energy Ltd. and Eagle Energy Inc. (FS057)
Multiple Well Farmout and Participation Agreement dated April 21, 1989 (C001A)
Amber Seismic Option Proposal dated March 27, 1985 (C003A)
Amber Seismic Option Proposal dated March 27, 1985 (C003B)
Operating Agreement dated February 1, 1992 (C004A)
Royalty Agreement dated September 7, 2011 (C005A)
Royalty Agreement dated September 7, 2011 (C006A)
Seismic Review & Farmin Letter Agreement dated March 22, 2012 (C007A)
Seismic Review & Farmin Letter Agreement dated March 22, 2012 (C007B)
Seismic Review and Farmout Letter Agreement dated August 15, 2012 (C008A)
Seismic Review and Farmout Letter Agreement dated August 15, 2012 (C008B)
Trust Agreement dated January 10, 2013 (C019A)
Farmout, Conveyance and Royalty Agreement dated August 7, 2003 (C020A)
Gross Overriding Royalty Agreement dated January 1, 1992 (C021A)
Trust Agreement dated May 24, 2013 (C029A)
Seismic Option Agreement dated January 26, 1996 (C071A)
Drilling Participation Agreement dated June 19, 2013 (C074A)
Drilling Participation Agreement dated June 19, 2013 (C074B)
Drilling Participation Agreement dated June 19, 2013 (C074C)
Drilling Participation Agreement dated June 19, 2013 (C074D)
Drilling Participation Agreement dated June 19, 2013 (C074E)
Drilling and Participation Agreement dated September 22, 2011 (C075A)
Drilling and Participation Agreement dated September 22, 2011 (C075B)
Drilling and Participation Agreement dated September 22, 2011 (C075C)

Drilling and Participation Agreement dated September 22, 2011 (C075D)
Drilling and Participation Agreement dated September 22, 2011 (C075E)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076A)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076B)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076C)
Drilling and Participation Agreement #4 dated June 21, 2012 (C077A)
Drilling and Participation Agreement #4 dated June 21, 2012 (C077B)
Joint Operating Agreement dated December 18, 2014 (C078A)
Joint Operating Agreement dated December 18, 2014 (C078B)
Joint Operating Agreement dated December 18, 2014 (C078C)
Joint Operating Agreement dated December 18, 2014 (C078D)
Drilling Participation Agreement dated February 21, 2013 (C079A)
Drilling Participation Agreement dated January 18, 2012 (C080A)
Operating Agreement dated January 2, 1983 (C081A)
Operating Agreement dated January 2, 1983 (C081B)
Farmout and Convertible Overriding Royalty Agreement dated May 8, 2013 (C082A)
Farmout and Convertible Overriding Royalty Agreement dated June 5, 2013 (C083A)
Seismic Option Proposal dated August 8, 2001 (C084A)
Farmout and Convertible Overriding Royalty Agreement dated February 27, 2014 (C085A)
Farmout Agreement dated August 8, 2008 (C086A)
Farmout Agreement dated August 8, 2008 (C086B)
Farmout and Option Agreement dated April 28, 2008 (C087B)
Farmout and Option Agreement dated April 28, 2008 (C087C)
Farmout and Option Agreement dated April 28, 2008 (C087D)
Trust Agreement dated November 1, 2013 (C088A)
Asset Exchange and Operating Agreement dated December 1, 1996 (C089A)
Farmout Agreement dated May 15, 1984 (C090A)
Carried Working Interest Agreement dated June 11, 1984 (C091A)

Non Cross-Conveyed Pooling and Joint Operating Agreement dated May 14, 2015 (C092A)
Non Cross-Conveyed Pooling and Joint Operating Agreement dated May 14, 2015 (C093A)
Cardinal Lake Farmout & Option Agreement dated January 13, 1975 (C094A)
Cardinal Lake Farmout & Option Agreement dated January 13, 1975 (C094B)
Trust Agreement dated June 15, 2005 (C095A)
Trust Agreement dated June 15, 2005 (C095B)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096A)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096B)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096C)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096D)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096E)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096F)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096G)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096H)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096I)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096J)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096K)
Royalty Agreement dated May 15, 2003 (C097A)
Royalty Agreement dated August 1, 1952 (C098A)
Royalty Agreement dated August 1, 1952 (C098B)
Farmout Agreement dated May 3, 1976 (C100A)
Farmout Agreement dated May 3, 1976 (C100B)
Farmout Agreement dated November 22, 1999 (C101A)
Operating Agreement dated September 11, 1997 (C102A)
Operating Agreement dated September 11, 1997 (C102B)
Pan Ocean-Gulf Venture Agreement dated June 1, 1972 (C103A)
Trust Agreement dated January 1, 2015 (C104A)
Trust Agreement dated January 1, 2015 (C104B)

Trust Agreement dated January 1, 2015 (C104C)
Trust Agreement dated November 30, 2017 (C109A)
Royalty Agreement dated November 30, 2017 (C110C)

SCHEDULE C

FORM OF APPROVAL ORDER

ESTATE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3

AND IN THE MATTER OF THE PROPOSAL OF EAGLE
ENERGY INC.

AND IN THE MATTER OF THE PLAN OF
REORGANIZATION PURSUANT TO THE *BUSINESS
CORPORATIONS ACT*, RSA 2000, c B-9

DOCUMENT

ORDER (Proposal and Plan Sanction)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
3700, 400 – 3rd Avenue SW
Calgary, AB T2P 4H2
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DATE ON WHICH ORDER WAS PRONOUNCED: June [●], 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice [●]

UPON THE APPLICATION by FTI Consulting Canada Inc., in its capacity as proposal trustee and court-appointed receiver and manager (the "**Trustee**") of Eagle Energy Inc. ("**Eagle Energy**") for an order approving the proposal of Eagle Energy filed with the Official Receiver on May [●], 2020 (the "**Proposal**") and the Plan of Reorganization (the "**Plan**") contemplated therein;

AND UPON having been advised that the Proposal was presented to the Unsecured Creditors of Eagle Energy at the meeting of creditors held on June [●], 2020, and was approved by the requisite majority of Unsecured Creditors with Proven Claims, either in person or by proxy or voting letter;

AND UPON having read the Proposal, the report of the Trustee dated June [●], 2020, filed, and the affidavit of service of [●] sworn [●], 2020, filed;

AND UPON being satisfied that the Trustee has complied with the statutory requirements of Part III, Division 1 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**");

AND UPON HEARING the submissions of counsel for the Trustee, counsel for the purchaser, EEI Holdco, LLC, or its nominee ("**Purchaser**"), and any other counsel in attendance at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINITIONS

1. The capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Proposal, attached hereto as Schedule "**A**".

SERVICE

2. The time for service of the Application for this order is hereby abridged and service of notice of this Application and supporting materials is hereby declared good and sufficient on all Creditors affected by the Proposal, and no other Person is required to have been served with notice of this Application.

SANCTION AND IMPLEMENTATION OF THE PROPOSAL AND THE PLAN

3. The Proposal is reasonable and calculated for the benefit of the general body of creditors and is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the BIA.
4. The arrangement forming part of the Plan is a reorganization as contemplated by section 192 of the *Business Corporations Act*, RSA 2000, c B-9 (the "**ABCA**").
5. The Proposal and the Plan be and are hereby sanctioned and approved.
6. As of the Implementation Date, the Proposal and all associated steps, transactions, arrangements, assignments, releases and reorganizations effected thereby as set out therein are approved, binding and effective upon Eagle Energy, its shareholders, the Purchaser, the Unsecured Creditors and all other Persons and parties affected by the Proposal.
7. The reorganization of capital of Eagle Energy under section 192 of the ABCA, and the steps necessary for implementing the Plan as described in the Proposal, including: (i) amending the articles of Eagle Energy to create two new classes of shares of Eagle Energy and to re-designate the existing issued and outstanding common shares of Eagle Energy as Class B redeemable shares; (ii) creating and issuing new Class A common shares to the Purchaser; and (iii) redeeming and cancelling the outstanding Class B redeemable shares, is hereby approved.

8. Eagle Energy, by and through the Receiver, is authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the Proposal including, without limitation, completing the Plan.
9. Eagle Energy, by and through the Receiver, is hereby authorized and directed to file articles of reorganization in the proscribed form with the registrar of corporations appointed under the ABCA (the "**Registrar**") pursuant to section 192(4) of the ABCA immediately prior to the Implementation Date to reflect the reorganization approved in paragraph [7] above.
10. The Proposal, any payments or distributions made in connection with the Proposal, and the transactions contemplated by and to be implemented pursuant to the Proposal shall not be void or voidable under federal or provincial law and shall not constitute and shall not be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under any applicable federal or provincial legislation relating to preferences, settlements, assignments, fraudulent conveyances or transfers at undervalue.
11. Any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise in favour of any Creditor, other than Unaffected Creditors, or which any Creditor, other than an Unaffected Creditor, holds by way of subrogation are terminated and discharged, and any registrar of any personal property security registry or any real property registry is hereby authorized and directed to discharge any such encumbrance.

CONTINUATION OF OBLIGATIONS AND AGREEMENTS

12. All obligations, agreements or leases to which Eagle Energy is a party are declared to be and remain in full force and effect, unamended, as at the Implementation Date, and no party to any such obligation or agreement will on or following the Implementation Date accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
 - (a) of any event which occurred prior to, and not continuing after, the Implementation Date or which would have entitled any other party thereto to enforce those rights or remedies;

- (b) as a result of the Receivership Proceedings, the filing of the Proposal or the steps taken, or to be taken, under the Plan;
- (c) of any default or event of default arising as a result of the financial condition or insolvency of Eagle Energy; or
- (d) of any restructurings, reorganizations or amendments effected pursuant to the Plan.

NO DEFAULT

13. From and after the Implementation Date, all Persons shall be deemed to have waived any and all defaults or events of default, third party change of control rights, other contractual rights, including, without limitation, any rights or remedies or provisions that purport to effect or cause a cessation of operatorship or a replacement of an operator, or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, instrument, construction, ownership and operating agreement, joint operating agreement, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with the Receivership Proceedings, the Plan, the Proposal, the Arrangement Agreement and the transactions contemplated thereby and any proceedings commenced with respect to or in connection with the Proposal, including any order, and any and all amendments or supplements thereto. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the forgoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Eagle Energy from performing its obligations under the Proposal.

RELEASES

14. On the Implementation Date and in the sequence set forth in the Proposal, the releases referred to in Section 10.3 of the Proposal shall be binding and effective as set out in the Proposal.
15. Without limiting anything in the Proposal, Eagle Energy is discharged and released from any and all Claims, excluding Claims of Unaffected Creditors, of any nature in accordance with the Proposal. The ability of any Person to proceed against Eagle Energy in respect of or relating to any Claims, other than Claims of Unaffected Creditors, is forever discharged and restrained and all proceedings with respect to, in connection with or relating to such Claims are

permanently stayed, provided that nothing shall release or discharge Eagle Energy from the satisfaction of any obligations to Creditors contemplated by the Proposal.

16. The right to commence, take, apply for, issue or continue any and all steps or proceedings, including administrative hearings and orders, declarations or assessments commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Parties or Eagle Energy that are released by paragraphs [14] and [15] hereof and the Plan are hereby stayed, suspended and forever extinguished.

ORDER FOR REORGANIZATION

17. This Order constitutes an order for reorganization pursuant to section 192 of the ABCA.

GENERAL

18. The Trustee may, on notice to such parties as the Court may order, seek leave, at any time prior to the filing of the articles of reorganization, to vary this Order or seek advice and directions as to the implementation of this Order.
19. The Trustee, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order.
20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

SERVICE

21. Service of this Order shall be good and sufficient on all Persons affected by the Proposal, including, without limitation, all Creditors, by:
 - (a) delivery of this Order to all Persons appearing at the Application by e-mail, facsimile, courier, registered mail or personal delivery; and

- (b) posting of this Order on the website established by the Receiver in the Receivership Proceedings.

J.C.Q.B.A

Schedule A
Proposal

Appendix B

ESTATE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3

AND IN THE MATTER OF THE PROPOSAL OF EAGLE
ENERGY INC.

DOCUMENT

PROPOSAL

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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WHEREAS pursuant to a receivership order of the Court dated November 19, 2019 (the "**Receivership Order**"), FTI Consulting Canada Inc. was appointed receiver and manager (the "**Receiver**") of Eagle Energy Inc. ("**Eagle Energy**"), Eagle Energy Trust, Eagle Energy Holdings Inc. and Eagle Hydrocarbons Inc. (collectively, the "**Debtors**" and each individually, a "**Debtor**");

AND WHEREAS pursuant to an approval of engagement and sale process order of the Court dated February 19, 2020 (the "**Sale Process Order**"), the Receiver was authorized and directed to implement the Sale Process in respect of the Debtors;

AND WHEREAS the Receiver carried out the Sale Process and has executed the Arrangement Agreement in accordance with the Sale Process, subject to Court approval;

AND WHEREAS the Arrangement Agreement contemplates the Receiver filing this Proposal;

NOW THEREFORE Eagle Energy, being an insolvent persons, by and through the Receiver, hereby submits the following Proposal pursuant to the provisions of Part III Division I of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended (the "**Act**").

ARTICLE 1 INTEPRETATION

1.1 Definitions

In this Proposal, capitalized terms shall have the meanings set out in the Act, save and except for the terms and definitions set out herein and below:

- (a) "**ABCA**" means the *Business Corporations Act* (Alberta);
- (b) "**Administrative Fees and Expenses**" means all reasonable fees and disbursements of the Proposal Trustee, the Receiver and counsel to the Proposal Trustee and Receiver, in each case, incurred at their standard rates and charges.
- (c) "**Arrangement Agreement**" means the Arrangement Agreement dated as of the 28 day of May, 2020, between Eagle Energy, by and through the Receiver, and the Purchaser.
- (d) "**Approval Order**" means an Order of the Court, which, among other things, approves this Proposal and shall include provisions permitted pursuant to section 192 of the ABCA as may be necessary or appropriate to give effect to this Proposal.
- (e) "**Business Day**" means each day other than a Saturday or Sunday or a statutory or civic holiday on which banks are open for business in Calgary, Alberta, Canada.
- (f) "**Canadian Credit Bid Claim**" means the Claim of White Oak Global Advisors, LLC to the extent of the value of its credit bid in the Sale Process, namely \$21,000,000.
- (g) "**Canada Pension Plan**" means the *Canada Pension Plan*, RSC 1985, c C-8, as amended.
- (h) "**Claim**" or "**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against Eagle Energy, whether or not asserted or made, in connection with any indebtedness, liability or objection of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the Act, had Eagle Energy become bankrupt.
- (i) "**Court**" means the Court of Queen's Bench of Alberta, Judicial Centre of Calgary.
- (j) "**Convenience Claims**" has the meaning given to it in Article 6.4.
- (k) "**Creditor**" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person.
- (l) "**Creditor Listing**" shall mean the list of creditors required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

- (m) "**Employment Insurance Act**" means the *Employment Insurance Act*, SC 1996, c 23.
- (n) "**Implementation Date**" means the date upon which the conditions set forth in Article 9.1 hereof have been satisfied.
- (o) "**Income Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp), as amended.
- (p) "**Inspectors**" means one or more Inspectors appointed pursuant to the Act (if any) as provided for in this Proposal.
- (q) "**Issued Shares**" means the 10,000 Class A common shares in the capital of Eagle Energy to be issued to the Purchaser pursuant to the Plan of Reorganization and the Arrangement Agreement and in full and final satisfaction of the Canadian Credit Bid Claim.
- (r) "**Lessor**" means KS 500 4th Avenue SW Inc. and Canadian Property Holdings (Alberta) Inc., each with a 50% interest, under the Lease Agreement.
- (s) "**Lessor Claim**" means the claim of the Lessor, under the Lease Agreement.
- (t) "**Lease Agreement**" means the office lease between the Lessor, as landlord, and Eagle Energy, as tenant, dated January 1, 2013, as amended by a first lease amending agreement dated May 26, 2016.
- (u) "**Official Receiver**" has the meaning ascribed thereto in the Act.
- (v) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government, or any agency or instrumentality thereof, or any other entity howsoever designated or constituted.
- (w) "**Plan of Reorganization**" means the proposed plan of reorganization of Eagle Energy's share capital pursuant to Section 192 of the ABCA contemplated by the Arrangement Agreement.
- (x) "**Proof of Claim**" means the proof of claim required by the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.
- (y) "**Property**" means all assets, properties and undertakings of Eagle Energy.
- (z) "**Proposal**" means this Proposal made pursuant to the provisions of Part III Division I of the Act as filed with the Office of the Superintendent of Bankruptcy and as amended or supplemented from time to time.
- (aa) "**Proposal Trustee**" means FTI Consulting Canada Inc., solely in its capacity as proposal trustee of Eagle Energy and not in its personal or corporate capacity.
- (bb) "**Purchaser**" means EEI Holdco, LLC, a limited liability company formed under the laws of Delaware, United States of America, or its nominee.
- (cc) "**Receivership Date**" means November 19, 2019, being the date the Receivership Order was granted by the Court.
- (dd) "**Receivership Proceedings**" means the proceedings before the Court and identified as Court File No. 1901-16293.

- (ee) **"Sale Process"** has the meaning given to it in the Sale Process Order.
- (ff) **"Unaffected Creditors"** means those Creditors having claims that will be dealt with in accordance with Article 6.2.
- (gg) **"Unsecured Claim"** means the amount of a Creditor's proven unsecured Claim, finally determined in accordance with the Act, including:
 - (i) Claims that, subject to the rights of secured creditors, are required by the Act to be paid in priority to all other Claims under a proposal made by a debtor, and including, without limitation:
 - (A) Employees and former employees of Eagle Energy, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the Act on the Receivership Date, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of this Proposal, together with, in the case of travelling salespersons, disbursements properly incurred by those salespersons in and about Eagle Energy's business during the same period;
 - (B) Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Receivership Date and are of a kind that could be subject to a demand under,
 - (I) subsection 224(1.2) of the *Income Tax Act*;
 - (II) any provisions of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
 - (III) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (1) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (2) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

- (ii) the Lessor Claim;
 - (iii) all deficiency Claims of White Oak Global Advisors, LLC, after having regard to the Canadian Credit Bid Claim and any amounts that may be credit bid in respect of the assets of the Debtor, Eagle Hydrocarbons Inc; and
 - (iv) any intercompany Claims there may be among the Debtors.
- (hh) **"Unsecured Creditors"** means Creditors with Unsecured Claims.
- (ii) **"Unsecured Creditors' Fund"** means a fund created for the benefit of Unsecured Creditors in the amount of \$200,000.
- (jj) **"Unsecured Creditors' Meeting"** means any meeting of the Unsecured Creditors of Eagle Energy called for the purpose of considering and voting upon this Proposal.
- (kk) **"Unsecured Creditors' Meeting Date"** means such date and time as may be called by the Proposal Trustee, but in any event shall be no later than June 15, 2020.
- (ll) **"Voting Letter"** shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Unsecured Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Proposal and not to any particular article, section, subsection, clause or paragraph of this Proposal and include any agreements supplemental hereto. In this Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Proposal.

1.3 Interpretation Not Affected by Headings

The division of this Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are prevailing local time in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to this Proposal on a particular date is unspecified the time shall be deemed to be 5:00 pm prevailing local time in Calgary, Alberta, Canada.

1.6 Numbers

In this Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in this Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in this Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successor and Assigns

This Proposal will be binding on and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Proposal.

ARTICLE 2 GENERAL INTENT

2.1 Background

On November 19, 2019, pursuant to the Receivership Order, the Receiver was appointed over the Property of Eagle Energy.

The Receiver has executed the Arrangement Agreement with the Purchaser in respect of the Plan of Reorganization, subject to Court approval. The Arrangement Agreement contemplates the Receiver filing this Proposal.

This Proposal is made by the Receiver pursuant to section 50(1)(b) of the Act.

2.2 Purpose of Proposal

The purpose of this Proposal is to effect a compromise of the unsecured indebtedness of Eagle Energy in the manner contemplated herein, and as permitted by the Act, in the expectation that all Unsecured Creditors will derive greater benefit from the restructuring than they would otherwise receive from a bankruptcy of Eagle Energy and to provide for the full and final satisfaction of each Unsecured Claim in exchange for a cash payment as described in this Proposal.

This Proposal applies to all Unsecured Creditors, whether or not any such Unsecured Creditor proves a Claim against Eagle Energy under this Proposal. This Proposal does not affect Unaffected Creditors and the Canadian Credit Bid Claim.

2.3 Persons Affected

This Proposal will, as of the Implementation Date, be binding on Eagle Energy and all Unsecured Creditors.

**ARTICLE 3
CLASSIFICATION AND TREATMENT OF CREDITORS**

3.1 Classes of Creditors

For the purposes of voting on this Proposal, the Unsecured Creditors of Eagle Energy shall be comprised of a single class of Unsecured Creditors.

**ARTICLE 4
THE LESSOR CLAIM**

4.1 Calculation of the Lessor Claim

For the purposes of filing a Proof of Claim in accordance with Article 7.1 of this Proposal, the Lessor may file a Proof of Claim for the disclaimer or resiliation of the Lease Agreement for an amount equal to the lesser of:

- (i) the aggregate of (A) the rent provided for in the Lease Agreement for the first year of the Lease Agreement following the date on which the disclaimer or resiliation becomes effective, and (B) 15% of the rent for the remainder of the term of the Lease Agreement after that year, and
- (ii) three years' rent.

**ARTICLE 5
REORGANIZATION**

5.1 Steps for the Plan of Reorganization

The Approval Order, in addition to approving this Proposal, shall effect the Plan of Reorganization pursuant to section 192 of the ABCA, providing for the following transactions:

1. the articles of Eagle Energy will be amended such that two classes of shares shall be authorized: Class A common shares and Class B redeemable shares;
2. the issued and outstanding common shares of Eagle Energy will be re-designated as Class B redeemable shares;
3. Eagle Energy will issue the Issued Shares to the Purchaser in consideration for the settlement of the Canadian Credit Bid Claim;
4. Eagle Energy will redeem and cancel the outstanding Class B redeemable shares for their fair market value (being nil) in accordance with the terms thereof; and
5. any outstanding rights to acquire Eagle Energy's shares, shall be cancelled without compensation.

5.2 Repudiation of Contracts

Effective on the Implementation Date, Eagle Energy hereby repudiates all contracts, arrangements, agreements, leases and indentures written or oral between Eagle Energy and all Persons, including but not limited to those referenced in Schedule "A" hereto, and the Claims of each Person resulting or arising from the repudiation of such contracts, arrangements, agreements, leases and indentures shall be an Unsecured Claim in this Proposal.

5.3 Retained Contracts

Notwithstanding Article 5.2 above, following the Implementation Date, Eagle Energy will retain, in full force and effect, the contracts, arrangements, agreements, leases and indentures referenced in Schedule "B" hereto.

ARTICLE 6 TREATMENT OF CREDITORS

6.1 Administrative Fees and Expenses

On the Implementation Date, all Administrative Fees and Expenses incurred to that date which remain unpaid shall be paid in full.

6.2 The Claims of Unaffected Creditors

Any Persons with Claims that relate to purchase money security interests, true leases or other secured Claims against particular equipment or Property of Eagle Energy, in respect of which the Purchaser has elected not to assume the underlying contract as noted in Schedule "A" hereto, will be permitted to recover such Property.

6.3 The Canadian Credit Bid Claim

Upon closing of the transaction contemplated by the Arrangement Agreement, the Canadian Credit Bid Claim will be fully satisfied in consideration for the issuance of the Issued Shares and other consideration contemplated by the Arrangement Agreement.

6.4 Proposal in Respect of Unsecured Claims

In full and final satisfaction of the Unsecured Claims of Unsecured Creditors, the Purchaser shall:

1. pay in full, in cash from the Unsecured Creditors' Fund, 100% of the first \$500.00 of each Unsecured Claim, up to the full amount of an Unsecured Creditor's Unsecured Claim (the "**Convenience Claims**"); and
2. to the extent an Unsecured Creditor's Unsecured Claim exceeds the Convenience Claims amount described in subsection 1 above, payment, in cash, on a *pro rata* basis of the balance of the Unsecured Creditors' Fund.

The foregoing distributions shall be subject to the levy payable to the Office of the Superintendent in Bankruptcy in respect thereof, as applicable, in accordance with the Act.

6.5 The Unsecured Claim of White Oak Global Advisors, LLC

Notwithstanding the Proposal described in Article 6.4 above, White Oak Global Advisors, LLC will not share in any of the proposed distributions contemplated by this Proposal.

6.6 Debtor Claims

Notwithstanding the Proposal described in Article 6.4 above, the other Debtors will not share in any of the proposed distributions contemplated by this Proposal for any Claims any Debtors may have against Eagle Energy.

6.7 Interest on Claims

Interest will not accrue or be paid on Unsecured Claims after or in respect of the period following the Receivership Date and no Creditor with an Unsecured Claim will be entitled to any interest in respect of such Claim accruing on or after or in respect of the period following the Receivership Date.

6.8 Superintendent of Bankruptcy Levy

The Office of the Superintendent of Bankruptcy shall be paid its prescribed levy by the Proposal Trustee in respect of the distributions to Unsecured Creditors under this Proposal, as required by subsection 60(4) and section 147 of the Act.

ARTICLE 7 PROCEDURE FOR VALIDATION OF CLAIMS

7.1 Filing of Proofs of Claim

With the exception of Convenience Claims, in order to vote on, or to receive a distribution under this Proposal, each Unsecured Creditor shall file a Proof of Claim in accordance with the Act and as instructed in the Voting Letter.

Creditors with Convenience Claims will not be required to submit a Proof of Claim unless such Creditor disputes the amount deemed to be owing to such Creditor in the Creditor Listing, which is to be sent by the Proposal Trustee along with the Voting Letter.

7.2 Allowance or Disallowance of Claims by the Proposal Trustee

Upon receipt of a completed Proof of Claim, the Proposal Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the Act. The Proposal Trustee shall have the power and authority to determine the validity of all claims made against Eagle Energy, including the validity of any security held by persons claiming to be secured creditors of Eagle Energy.

7.3 Claims Bar Process

Forthwith after the Approval Order, the Proposal Trustee shall give notice pursuant to section 149 of the Act, by registered mail, to every Person with an Unsecured Claim that the Proposal Trustee has notice or knowledge of, but whose claim has not been filed or proved that if such Person does not prove its claim within a period of thirty (30) days after the mailing of the notice, the Proposal Trustee will proceed to declare a final dividend without regard to such Person's claim. The dividend referred to in said notice shall be deemed a final dividend and any Person so notified who does not provide its claim within the said thirty (30) day period shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in subsections 149(2)(3) and (4) of the Act.

ARTICLE 8 MEETING OF CREDITORS

8.1 Unsecured Creditors' Meeting

On the Unsecured Creditors' Meeting Date, Eagle Energy shall hold an Unsecured Creditors' Meeting in order for the Unsecured Creditors to consider and vote upon this Proposal. For certainty, White Oak Global Advisors, LLC is permitted to vote its Unsecured Claim at the Unsecured Creditors' Meeting.

8.2 Time and Place of Meeting

Pursuant to the Interim Technical Instructions to LITs from the Office of the Superintendent of Bankruptcy Canada, "*Stakeholder concerns and enquiries concerning meetings of creditors during the COVID-19 pandemic*" dated April 14, 2020, the Unsecured Creditors' Meeting shall be held at a time and through the remote video conferencing service selected by the Proposal Trustee, and confirmed in its notices of meeting to be sent in accordance with Directive No. 8R17 from the Office of the Superintendent of Bankruptcy Canada, unless otherwise established by the Court.

All Proofs of Claim shall be delivered in accordance with the provisions of this Proposal, the Act, Directive No. 8R17, and any Order which may be issued by the Court in respect of the procedure governing the Unsecured Creditors' Meeting.

8.3 Conduct of Meeting

The Official Receiver, or the nominee thereof, shall preside as the chair of the Unsecured Creditors' Meeting and will decide all matters relating to the conduct of the Unsecured Creditors' Meeting. The only Persons entitled to attend the Unsecured Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Unsecured Creditors' Meeting, including the Unsecured Creditors and their respective legal counsel, if any, the Proposal Trustee, together with such representatives of the Proposal Trustee as the Proposal Trustee may appoint in its discretion, the Purchaser and its legal counsel, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Unsecured Creditors' Meeting or with the consent of the Creditors.

8.4 Adjournment of Meeting

The Unsecured Creditors' Meeting may be adjourned in accordance with section 52 of the Act.

8.5 Voting by Creditors

All Unsecured Creditors who, on the Unsecured Creditors' Meeting Date, hold Unsecured Claims will be entitled to attend at the Unsecured Creditors' Meeting and vote to the extent of the amount which is equal to each such Creditor's respective Unsecured Claim against Eagle Energy.

Creditors with Convenience Claims will be deemed to have voted in favour of this Proposal.

8.6 Approval by Creditors

In order that this Proposal be binding on the single class of Creditors set out in Article 3.1 hereof, in accordance with the Act, it must first be accepted by a majority in number of the Creditors of such class who actually vote upon this Proposal (in person or by proxy) at the Unsecured Creditors' Meeting, by a Voting Letter, or otherwise, representing two-thirds in value of the voting Claims of the Creditors of such class who actually vote upon this Proposal (whether in person or by proxy) at the Unsecured Creditors' Meeting, by a Voting Letter or otherwise.

Notwithstanding the above, all holders of Convenience Claims will be deemed to vote in favour of this Proposal.

8.7 Appointment of Inspectors

At the Unsecured Creditors' Meeting, the Unsecured Creditors may appoint up to five Inspectors whose powers will be limited to:

- (a) advising the Proposal Trustee concerning any dispute which may arise as to the validity of Claims; and
- (b) advising the Proposal Trustee from time to time with respect to any other matter that the Proposal Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Proposal Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.

The authority and term of office of the Inspectors will terminate upon the discharge of the Proposal Trustee.

8.8 Valuation of Claims

The procedure for valuing Claims of Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in Article 7 hereof and the Act. The Proposal Trustee reserves the right to seek the assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on this Proposal or the amount payable or to be distributed to such Unsecured Creditor under this Proposal, as the case may be.

ARTICLE 9 COMPLETION OF THE PROPOSAL

9.1 Conditions to Proposal Implementation

The implementation of this Proposal will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) this Proposal shall have been accepted by the Unsecured Creditors in the requisite majorities in accordance with the Act at the Unsecured Creditors' Meeting;
- (b) the receipt by the Proposal Trustee of the Unsecured Creditors' Fund;
- (c) the Approval Order shall have been made by the Court in a form acceptable to the Purchaser;
- (d) the period for an appeal of the Approval Order has passed with no appeal of the Approval Order having been filed or, in the event that such an appeal is filed, such appeal shall have been dismissed, abandoned, quashed or permanently stayed; and
- (e) all conditions of the Arrangement Agreement shall be fulfilled or waived by the Purchaser on or before Implementation Date or such other date as may be agreed between the Proposal Trustee and the Purchaser.

9.2 Certificate of Full Performance

Upon distribution of all cash amounts contemplated by Article 6.4 of this Proposal and the payment of the Administration Fees and Expenses, this Proposal shall have been fully performed and the Proposal Trustee shall issue the certificate referred to in section 65.3 of the Act.

9.3 Discharge of Proposal Trustee

Upon the issuance of the certificate of full performance contemplated by Article 9.2 hereof, the Proposal Trustee shall have discharged its duties as Proposal Trustee, this Proposal shall be fully performed and the Proposal Trustee shall be discharged.

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of Eagle Energy and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful misconduct or gross negligence.

9.4 Completion of Proposal

The payment, compromise, extinguishment or other satisfaction of any Unsecured Claim under this Proposal will be binding upon each Unsecured Creditor, its heirs, executors, administrators, successors and assigns, for all purposes, and as and from the Implementation Date all Unsecured Claims shall be forever discharged and released, excepting only the obligations to make distributions in respect of such Unsecured Claims in the manner and to the extent provided for in this Proposal.

ARTICLE 10 MISCELLANEOUS

10.1 Modification of Proposal

The Receiver or the Purchaser may propose an alteration or modification to this Proposal prior to the conclusion of the first Unsecured Creditors' Meeting called to consider this Proposal.

10.2 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail, by fax transmission or e-mail addressed to the respective parties as follows:

1. If to the Proposal Trustee:

FTI CONSULTING CANADA INC.
Suite 1610, 520 - 5th Avenue SW
Calgary AB T2P 3R7

Attention: Deryck Helkaa
Email: deryck.helkaa@fticonsulting.com
Fax: (403) 232-6116

2. If to a Creditor to the address, fax number or e-mail for such Creditor specified in the Proof of Claim filed by the Creditor or, if no Proof of Claim has been filed, to such other address or fax

number at which the notifying party may reasonably believe that the Creditor may be contacted.

Or to such other address, e-mail or fax number as any party may from time to time notify the others in accordance with this Article. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, by fax or by e-mail, and any notice or other communication given or made by prepaid mail within the five Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by fax, by e-mail or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

10.3 Releases

On the Implementation Date, the Purchaser, the Receiver, the Proposal Trustee, Eagle Energy, and their directors, officers, employees, agents, affiliates and associates (the "**Released Parties**") shall be released and discharged from and by all Creditors including holders of Unsecured Claims from any and all demands, claims, actions, causes of action, counterclaims, suits debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any person may be entitled to assert, including, without limitation, any and all claims in respect of any environmental condition or damage affecting any of the property or assets of Eagle Energy, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to, arising out of or in connection with any Claims, the business and affairs of Eagle Energy, whenever and however conducted, this Proposal and the Receivership Proceedings.

10.4 Assignment of Claims

Unsecured Claims may be assigned in whole but not in part. No assignment of a Claim by an Unsecured Creditor is effective to give the assignee any rights in respect of this Proposal unless written notice of the assignment is given to the Proposal Trustee in accordance with the requirements of Article 10.2. The assignment of the Claim will not be effective for a period of five Business Days from the date of effective receipt of the notice of assignment by the Proposal Trustee as determined in accordance with Article 10.2.

10.5 Applicable Law


This Proposal shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract.

10.6 Execution

This Proposal is executed by FTI Consulting Canada Inc. in its capacity as Receiver appointed pursuant to the Receivership Order. Execution by the Receiver is effective and proper execution of this Proposal by and on behalf of Eagle Energy and is binding and effective on Eagle Energy pursuant to the terms of the Act.

DATED at the City of Calgary, in the Province of Alberta this 29 day of May, 2020.

EAGLE ENERGY INC., by an through its Court-appointed receiver and manager, **FTI CONSULTING CANADA INC.**, solely in its capacity as Court-appointed receiver and manager of the assets, properties and undertakings of Eagle Energy Inc., and not in its personal or corporate capacity

Per: 
Name: Deryck Helkaa
Title: Senior Vice President

Schedule A
Terminated Contracts

Office Lease dated January 1, 2013 among KS 500 4th Avenue SW Inc., Canadian Property Holdings (Alberta) Inc. and Eagle Energy Inc., as amended by the First Amending Agreement dated May 26, 2016.
Jim Pattison 2018 GMC Sierra Lease dated November 5, 2018 between Eagle Energy Inc. and JPL.
Jim Pattison 2017 Chevrolet Silverado Lease dated April 11, 2017 between Eagle Energy Inc. and JPL.
Jim Pattison 2019 Chevrolet Silverado Lease dated June 17, 2019 between Eagle Energy Inc. and JPL.
Letter Agreement re Printer Equipment Lease dated October 2, 2019 between CIP and Eagle Energy Inc.
Letter Agreement re Printer Equipment Lease dated May 9, 2018 between CIP and Eagle Energy Inc.
Marketing Consulting Services Contract dated January 27, 2016 between Eagle Energy Inc. and Fulcrum Crude Marketing Inc.
Letter Agreement re Natural Gas Purchase/Sale Contract dated January 27, 2016 between Eagle Energy Inc. and Fulcrum Energy Management Inc.
Master Seismic Data License Agreement dated September 15, 2015 between Arcis Seismic Solutions Corp and Eagle-Coda Petroleum Inc.
Supplemental Agreement dated September 15, 2015 between Arcis Seismic Solutions Corp and Eagle-Coda Petroleum Inc.
Assignee Secondment Agreement dated January 27, 2016 between Wayne Wisniewski and Eagle Energy Inc.
Brenda Galonski Employment Agreement dated June 1, 2019
Roxanne Turcotte Employment Agreement dated June 3, 2015
Kristel Chan-Guevarra Employment Agreement dated August 12, 2015
Matt George Employment Agreement dated May 29, 2016
Trevor Adams Employment Agreement dated May 29, 2016
Hope Klein Employment Agreement dated May 29, 2016
Dustin Wood Employment Agreement dated May 29, 2016
Chad Lanctot Employment Agreement dated May 29, 2016

Consulting Services Agreement dated May 8, 2018 between Eagle Energy Inc. and 2121195 Alberta Ltd.
Contract Well/Facilities Operating Agreement dated June 1, 2016 between BW Oilfield Operating Ltd. and Eagle Energy Inc.
Contract Well/Facilities Operating Agreement dated June 1, 2016 between 1391012 Alberta Ltd. and Eagle Energy Inc.
Contract Well/Facilities Operating Agreement dated June 12, 2019 between Darr Oilfield Ltd. and Eagle Energy Inc.
Royalty Agreement dated May 25, 1998 (C099A)
Master Agreement dated August 11, 2015 between P2 Energy Solutions Alberta ULC and Eagle Energy Canada Inc.
Software as a Service (SaaS) License Order Form dated January 1, 2017 between P2 Energy Solutions Alberta ULC and Eagle Energy Inc.
License Agreement dated October 1, 2012 between Powervision Software Inc. and Eagle Energy Inc.
Services Access Agreement, dated March 16, 2016, between Solium Capital Inc. and Eagle Energy Inc., as supplemented by an Addendum to Services Access Agreement, dated July 15, 2019, between Solium Capital Inc. and Eagle Energy Inc.

Schedule B
Retained Contracts

Commercial Motor Vehicle Master Lease Agreement dated June 22, 2016 between Jim Pattison Industries Ltd. and Eagle Energy Inc.
Jim Pattison Lease 2019 RAM 2500 Big Horn 4x4 Crew Cab 6'4" Box (VIN: 3C6UR5DJ0KG518140) dated September 13, 2019 between Jim Pattison Industries Ltd. and Eagle Energy Inc.
End-User Software License Agreement dated January 1, 2018 between 2Com Consulting Inc. and Eagle Energy Inc.
Subscription Order Form dated December 1, 2019 between IHS Markit Canada ULC and Eagle Energy Inc.
Marketing Agreement dated March 3, 2016 between Trafigura Canada General Partnership and Eagle Energy Inc.
Seismic Data License Agreement dated December 18, 2014 between Spyglass Resources Corp. and Eagle Energy Canada Inc.
Employment Agreement dated August 12, 2015 among Glen Glass, Eagle Energy Inc. and Eagle Energy Trust.
Employment Agreement dated August 12, 2015 among Andrew Arksey, Eagle Energy Inc. and Eagle Energy Trust.
Agreement for the Construction, Ownership and Operation of a Gas Processing Facility located in East Dixonville, Alberta, Canada dated April 9, 1976 (FC016)
Agreement for the Ownership and Operation of the Gas Gathering Facilities located in East Dixonville, Alberta, Canada dated April 9, 1976 (FC017)
Sylvan Lake Area Gas Handling Agreement dated January 5, 2016 (FS042)
Sundance/Nosehill Area Gas Transportation & Processing Agreement dated September 1, 2014 (FS043)
Rimbey Area Well Effluent Processing and Compression Agreement dated November 1, 2013 (FS046)
Contract Wells/Facilities Operating Agreement dated June 1, 2016 (FS047)
Clearhills East Compressor Station Gas Processing and Transportation Agreement dated May 1, 2001 (FS053)
Kakwa Area Gas Handling Agreement dated October 1, 2016 (FS054)
Kakwa Area Gas Handling Agreement dated September 1, 2016 (FS055)
Sales Gas Agreement Dixonville Area, Alberta dated November 1, 2018 between Insignia Energy Ltd. and Eagle Energy Inc. (FS057)

Multiple Well Farmout and Participation Agreement dated April 21, 1989 (C001A)
Amber Seismic Option Proposal dated March 27, 1985 (C003A)
Amber Seismic Option Proposal dated March 27, 1985 (C003B)
Operating Agreement dated February 1, 1992 (C004A)
Royalty Agreement dated September 7, 2011 (C005A)
Royalty Agreement dated September 7, 2011 (C006A)
Seismic Review & Farmin Letter Agreement dated March 22, 2012 (C007A)
Seismic Review & Farmin Letter Agreement dated March 22, 2012 (C007B)
Seismic Review and Farmout Letter Agreement dated August 15, 2012 (C008A)
Seismic Review and Farmout Letter Agreement dated August 15, 2012 (C008B)
Trust Agreement dated January 10, 2013 (C019A)
Farmout, Conveyance and Royalty Agreement dated August 7, 2003 (C020A)
Gross Overriding Royalty Agreement dated January 1, 1992 (C021A)
Trust Agreement dated May 24, 2013 (C029A)
Seismic Option Agreement dated January 26, 1996 (C071A)
Drilling Participation Agreement dated June 19, 2013 (C074A)
Drilling Participation Agreement dated June 19, 2013 (C074B)
Drilling Participation Agreement dated June 19, 2013 (C074C)
Drilling Participation Agreement dated June 19, 2013 (C074D)
Drilling Participation Agreement dated June 19, 2013 (C074E)
Drilling and Participation Agreement dated September 22, 2011 (C075A)
Drilling and Participation Agreement dated September 22, 2011 (C075B)
Drilling and Participation Agreement dated September 22, 2011 (C075C)
Drilling and Participation Agreement dated September 22, 2011 (C075D)
Drilling and Participation Agreement dated September 22, 2011 (C075E)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076A)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076B)
Drilling and Participation Agreement #3 dated January 23, 2012 (C076C)

Drilling and Participation Agreement #4 dated June 21, 2012 (C077A)
Drilling and Participation Agreement #4 dated June 21, 2012 (C077B)
Joint Operating Agreement dated December 18, 2014 (C078A)
Joint Operating Agreement dated December 18, 2014 (C078B)
Joint Operating Agreement dated December 18, 2014 (C078C)
Joint Operating Agreement dated December 18, 2014 (C078D)
Drilling Participation Agreement dated February 21, 2013 (C079A)
Drilling Participation Agreement dated January 18, 2012 (C080A)
Operating Agreement dated January 2, 1983 (C081A)
Operating Agreement dated January 2, 1983 (C081B)
Farmout and Convertible Overriding Royalty Agreement dated May 8, 2013 (C082A)
Farmout and Convertible Overriding Royalty Agreement dated June 5, 2013 (C083A)
Seismic Option Proposal dated August 8, 2001 (C084A)
Farmout and Convertible Overriding Royalty Agreement dated February 27, 2014 (C085A)
Farmout Agreement dated August 8, 2008 (C086A)
Farmout Agreement dated August 8, 2008 (C086B)
Farmout and Option Agreement dated April 28, 2008 (C087B)
Farmout and Option Agreement dated April 28, 2008 (C087C)
Farmout and Option Agreement dated April 28, 2008 (C087D)
Trust Agreement dated November 1, 2013 (C088A)
Asset Exchange and Operating Agreement dated December 1, 1996 (C089A)
Farmout Agreement dated May 15, 1984 (C090A)
Carried Working Interest Agreement dated June 11, 1984 (C091A)
Non Cross-Conveyed Pooling and Joint Operating Agreement dated May 14, 2015 (C092A)
Non Cross-Conveyed Pooling and Joint Operating Agreement dated May 14, 2015 (C093A)
Cardinal Lake Farmout & Option Agreement dated January 13, 1975 (C094A)
Cardinal Lake Farmout & Option Agreement dated January 13, 1975 (C094B)
Trust Agreement dated June 15, 2005 (C095A)

Trust Agreement dated June 15, 2005 (C095B)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096A)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096B)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096C)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096D)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096E)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096F)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096G)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096H)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096I)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096J)
Seismic Review, Farmout, Option & AMI Agreement dated December 20, 2002 (C096K)
Royalty Agreement dated May 15, 2003 (C097A)
Royalty Agreement dated August 1, 1952 (C098A)
Royalty Agreement dated August 1, 1952 (C098B)
Farmout Agreement dated May 3, 1976 (C100A)
Farmout Agreement dated May 3, 1976 (C100B)
Farmout Agreement dated November 22, 1999 (C101A)
Operating Agreement dated September 11, 1997 (C102A)
Operating Agreement dated September 11, 1997 (C102B)
Pan Ocean-Gulf Venture Agreement dated June 1, 1972 (C103A)
Trust Agreement dated January 1, 2015 (C104A)
Trust Agreement dated January 1, 2015 (C104B)
Trust Agreement dated January 1, 2015 (C104C)
Trust Agreement dated November 30, 2017 (C109A)
Royalty Agreement dated November 30, 2017 (C110C)

Appendix C

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is executed as of the 28th day of May, 2020 (the "Execution Date") by and between **FTI CONSULTING CANADA INC.**, solely in its capacity as the court-appointed receiver and manager of **EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC.,** and **EAGLE HYDROCARBONS INC.**, and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., a Delaware corporation, hereinafter referred to as "**Vendor**"), and **AGUILA ENERGY, LLC**, a Delaware limited liability company (hereinafter referred to as "**Purchaser**")

WHEREAS pursuant to an order of the Honourable Justice R.A. Neufeld of the Alberta Court of Queen's Bench (the "**Court**") dated November 19, 2019 (the "**Appointment Order**"), FTI Consulting Canada Inc. ("**Receiver**") was appointed receiver and manager of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Vendor (collectively, or any of them as the context requires, "**Eagle Energy**");

WHEREAS pursuant to an order dated November 22, 2019, and an order dated December 5, 2019, in each case, granted by the US Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**US Bankruptcy Court**") in the chapter 15 cases being jointly administered under case number 19-33868-hdh (the "**Chapter 15 Case**"), a temporary restraining order and certain relief pursuant to chapter 15 of title 11 of the United States Code (11 U.S.C. §§ 101 et seq., as amended, and collectively with the Federal Rules of Bankruptcy Procedure, the "**US Bankruptcy Code**") was granted, and the proceedings contemplated by the Appointment Order were recognized as the "foreign main proceeding" pursuant to the US Bankruptcy Code, respectively;

WHEREAS Vendor wishes to sell, and Purchaser wishes to purchase, all of the right, title and interest of Vendor in and to the Assets free and clear of all Encumbrances (as defined below), other than Permitted Encumbrances and Assumed Liabilities (each as defined below), and otherwise subject to and in accordance with the terms and conditions hereof; and

AND WHEREAS White Oak Global Advisors, LLC, as administrative agent under the Credit Agreement (as defined below), has assigned or will assign at or prior to Closing (as defined below), on behalf of itself and the lenders and other parties thereto, its rights in and to (a) debt outstanding under the Credit Agreement in an amount equal to \$11,000,000 and (b) any and all Actions and Claims (each as defined below) arising under, or otherwise relating to, such debt under the Credit Agreement to Purchaser.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties have agreed as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Abandonment and Reclamation Obligations" means all past, present and future obligations to:

- (a) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities located on the Properties or used or previously used in respect of Petroleum Substances produced or previously produced from the Properties; and
- (b) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating

to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Properties or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Properties, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

"Action" means any legal action, demand, Claim, suit, cause of action or arbitration, or any inquiry, proceeding or investigation, in each case, by or before any Governmental Authority;

"Affiliate" means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person. The term **"control"** as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership or more than fifty percent (50%) of the voting securities of such Person, by contract or otherwise. Notwithstanding anything to the contrary, in the case of Buyer, "Affiliate" includes White Oak Global Advisors, LLC and its Affiliates;

"Applicable Law" means, in relation to any Person, property or circumstance, all Laws, rules, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such Person, property or circumstance;

"Appointment Order" has the meaning set forth in the recitals;

"Assets" means all assets, rights, interests and properties of Vendor and its Affiliates (of whatever kind or character, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, vested or contingent, or otherwise) including all of Vendor's and its Affiliates' right, title, and interest in and to the following:

- (a) the Leases described in Exhibit A-1, any other Lease held by Vendor in any county listed on Exhibit A-1, and any other Lease on which any of the Wells described in Exhibit B are located or that are pooled or unitized with any of the Leases described in Exhibit A-1 or any Wells described in Exhibit B (collectively, the **"Assigned Leases"**), all interests, tenements, hereditaments, and appurtenances belonging to or derived from the Assigned Leases, including all leasehold estates, royalty interests, overriding royalty interests, net revenue interests, executory interests, net profits interests, working interests, reversionary interests, mineral interests, production payments and other similar interests in the Assigned Leases, and the fee mineral interests described in Exhibit A-2 (collectively, the **"Assigned Leases and Interests"**);
- (b) all oil and gas wells (whether producing, inactive, temporarily or permanently abandoned, shut-in or otherwise) and any injection, disposal, or monitoring wells located on, or used or held for use in connection with, the Assigned Leases and Interests (collectively, and including the wells set forth in Exhibit B, the **"Wells"**, and together with the Assigned Leases and Interests, the **"Properties"**);
- (c) all Petroleum Substances produced from, allocated to, or attributable to, any or all of the Properties from and after the Effective Time or held in storage or tanks or is line fill as of the Effective Time, and all proceeds therefrom;

- (d) all Contracts, including sales and purchase contracts, unit operating agreements, unit agreements, pooling agreements, communitization agreements, orders and decisions of Governmental Authorities, joint operating agreements, exchange agreements, exploration agreements, development agreements, seismic licenses, balancing agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the Contracts described on Exhibit C, in each case, insofar as they relate to any other Asset (collectively, the “**Assigned Contracts**”);
- (e) all surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements applicable to, or used or held in connection with, the ownership, operation, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Petroleum Substances or produced water from, the Properties, including those set forth on Exhibit A-3, together with all surface fee interests in the lands covered by the Assigned Leases and Interests (collectively, the “**Surface Interests**”);
- (f) all tangible personal property, equipment, vehicles (excluding any leased vehicles), vessels, trailers, fixtures, inventory and improvements located on the Properties to the extent used or held for us in connection with the ownership or operation of the Properties or with the production, treatment, sale, or disposal of Petroleum Substances produced from, or attributable to, the Properties, byproducts or waste produced from or attributable to the foregoing, but excluding any such items constituting Excluded Assets (collectively with the Real Property Interests, the “**Tangibles**”);
- (g) all information, books, databases, files, records and data, whether in written or electronic format, relating to any Asset or to any Assumed Liability (collectively, the “**Records**”), which Records shall include (i) all reservoir, land, operation and production files and records, inclusive of lease records, well records, division order records, property ownership reports and files, contract files and records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, accounting records, gas; balancing files, files related to cash settlement of Imbalances, payout status files, supplier lists and files, customer lists and files; and (ii) all other data, including proprietary and non-proprietary engineering, geological, geophysical and seismic data, files and records, and any cores or cuttings (but only to the extent transferable without material restriction (including a material restriction against assignment without prior consent), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of Vendor or that Vendor has the right to obtain (either without the payment of money or delivery of other consideration or unduly burdensome effort or, upon Purchaser’s written election, at Purchaser’s expense) and relating to the ownership, operation, development, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Petroleum Substances or produced water from, the other Assets; *provided* that if any Records described in clause (ii) can only be assigned to Purchaser with a fee or penalty, then Purchaser shall bear responsibility for such fee or penalty if Purchaser desires that such Records be assigned to Purchaser;
- (h) all governmental (whether federal, state, tribal, or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other Third Party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (whether preliminary or final) required of Vendor for the ownership, operation or use of the Properties (collectively, the “**Permits**”);

- (i) except to the extent related to the Excluded Assets or the Retained Liabilities, all Claims, refunds, abatements, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Vendor;
- (j) all cash call pre-payments associated with any Asset;
- (k) all trade credits, accounts receivable, notes receivable, take or pay amounts receivable, and other receivables attributable to the other Assets;
- (l) all buildings, houses, offices, improvements, appurtenances, field offices, unit facilities, yards, and all other field facilities used in connection with the production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations with respect to the Properties and all of Vendor's right, title, and interest in and to the same ("**Real Property Interests**");
- (m) all intellectual property, including all copyrights, patents, and trademarks, owned, used, or licensed in connection with the ownership or operation of the Properties;
- (n) subject to the exclusion of the Retention Amount from the Assets pursuant to clause (d) of the definition of "Excluded Assets," all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits; and
- (o) any refunds due to Vendor by a third party for any overpayment of rentals, royalties, excess royalty interests, or production payments attributable to the Assets;

provided that any item constituting an Excluded Asset shall not be an Asset;

"**Asset Taxes**" has the meaning set forth in section 9.1(a);

"**Assigned Leases**" has the meaning set forth in clause (a) of the definition of "Assets";

"**Assigned Leases and Interests**" has the meaning set forth in clause (a) of the definition of "Assets";

"**Assignment**" means the form of Assignment, Conveyance and Bill of Sale attached hereto as Exhibit D;

"**Assigned Contracts**" has the meaning set forth in clause (d) of the definition of "Assets";

"**Assumed Liabilities**" means, collectively:

- (a) all liabilities and obligations (including all liabilities and obligations of Vendor under the Assigned Contracts) arising from the possession, ownership, use and/or operation of the Assets, to the extent such liabilities and obligations arise from and after the Closing Date;
- (b) Environmental Liabilities;
- (c) Abandonment and Reclamation Obligations;
- (d) all Suspense Funds, together with any escheatment obligations related thereto, to the extent such Suspense Funds are transferred to Purchaser at Closing;
- (e) all Asset Taxes allocable to Purchaser pursuant to section 9.1(a); and

(f) all Sales Taxes (as set forth in section 2.12);

provided that any item constituting a Retained Liability shall not be an Assumed Liability;

"Bankruptcy Court Order" means a recognition order to be granted and entered by the US Bankruptcy Court substantially in the form attached hereto as Exhibit I and otherwise in form and substance reasonably acceptable to Purchaser recognizing the Court Order and authorizing the sale of the Assets free and clear of all Encumbrances, other than Permitted Encumbrances and Assumed Liabilities, to the extent provided under sections 363 and 365 of the US Bankruptcy Code, affording the Purchaser all of the protections of a "good faith purchaser" within the meaning of section 363(m) of the US Bankruptcy Code, and containing findings and conclusions of law that Purchaser is not and shall not be deemed a "successor" in any respect to Eagle Energy in connection with the Transaction under any theory of law or equity;

"Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta or Houston, Texas;

"Cash Portion of the Purchase Price" has the meaning set forth in section 2.2;

"Casualty Event" means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God, or other similar event or occurrence that results in damage to, or destruction of, any Asset and (b) any taking of any Asset by condemnation or under the right of eminent domain.

"Chapter 15 Case" has the meaning set forth in the recitals;

"Claim" has the meaning of that term as set forth in section 101(5) of the US Bankruptcy Code;

"Closing" has the meaning set forth in section 2.6;

"Closing Date" has the meaning set forth in section 2.6;

"Code" means the Internal Revenue Code of 1986, as amended;

"Contract" means any contract, agreement, commitment, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, instrument, license, lease, purchase order or other legally binding agreement) whether written or oral, except for any Leases and Surface Interests;

"Court" has the meaning set forth in the recitals;

"Court Order" means an order to be granted by the Court, based on the Alberta form of Approval and Vesting Order as attached in Exhibit F, which authorizes, approves and confirms this Agreement and the sale, transfer and conveyance of the Assets by Vendor to Purchaser in accordance with the terms and conditions contained herein, and vests title to the Assets in Purchaser (and its successors and assigns) free and clear of all Encumbrances, other than Permitted Encumbrances and Assumed Liabilities;

"Credit Agreement" means that certain Loan and Security Agreement, dated as of March 13, 2017, by and among Eagle Energy Inc., Eagle Hydrocarbons Inc., White Oak Global Advisors, LLC, as administrative agent and the lenders and other parties thereto, as amended, supplemented or otherwise modified;

"Credit Support" has the meaning set forth in section 4.1(l);

"Cure Costs" means, in respect of any Assigned Contract, all amounts, required to be paid to remedy any and all of the Vendor's or Eagle Energy's monetary defaults under such Assigned

Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assigned Contract to Purchaser pursuant to its terms or as may be required pursuant to the Court Order and/or the Bankruptcy Court Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assigned Contract to Purchaser pursuant to its terms or Applicable Law, in each case, as set forth on Exhibit J for each such Assigned Contract, but excludes (i) any secured or unsecured creditor Claim against Eagle Energy or any of them other than payments to counterparties under Assigned Contracts as described above; and (ii) Taxes;

"Dataroom" means the electronic data room maintained on behalf of Vendor, to the extent made available to Purchaser;

"Eagle Energy" has the meaning set forth in the recitals;

"Effective Time" means 12:01 a.m., Central Standard Time on the Closing Date;

"Encumbrance" means any encumbrance, mortgage, deed of trust, Claim, Liability, security interest, defect, irregularity, pledge, charge or Lien of any kind and character;

"Environmental Laws" means any and all present and future Laws, rules, orders, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, notices, demand letters, permits, licenses or determinations issued, or promulgated by any Governmental Authority now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable administrative or judicial interpretation thereof, pertaining to (a) use, storage, emission, discharge, clean-up, release, or threatened release of pollutants, contaminants, NORM, chemicals, or industrial, toxic or hazardous substances (collectively, **"Pollutants"**) on or into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Pollutants, (b) the environment or (c) wildlife or natural resources applicable to the Assets and in effect in or for the jurisdiction in which the Assets are located, including the Clean Air Act (Air Pollution Control Act), the Clean Water Act (CWA), the Federal Water Pollution Act, the Rivers and Harbors Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969 (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Conservation Act of 1980, the Fish and Wildlife Coordination Act (FWCA), the Oil Pollution Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resources Conservation and Recovery Act (RCRA), the Toxic Substance Control Act, the Occupational, Safety and Health Act (OSHA), the Emergency Planning and Community Right-To-Know Act (EPCRA), the Hazardous Materials Transportation Act, the Hazardous and Solid Waste Amendments of 1984 (HSWA) and all other applicable Laws, permits, licenses or legal determinations whose purpose is to regulate Pollutants or to conserve or protect the environment, wildlife or natural resources as any of the foregoing are now existing or may hereafter be amended or interpreted;

"Environmental Liabilities" means all Liabilities under Environmental Law which arise from, relate to or are associated with the Assets and that arise in connection with the ownership or operation thereof, including liabilities related to or arising from:

- (a) transportation or disposal of Hazardous Substances offsite of the Assets from and after the Closing Date;
- (b) release, spill, escape, emission, leak, discharge, migration or dispersal of Hazardous Substances on or from the Assets; or
- (c) pollution or contamination of or damage to the environment attributable to operation of the Assets;

including liabilities to compensate Third Parties for damages and Losses resulting from the items described in items (a), (b) and (c) above and obligations to take action to prevent or

rectify damage to or otherwise protect the environment, but excluding damages and Losses that are personal to Vendor such as sanctions for pre-Closing violations of Environmental Laws, off-site transportation or disposal of Hazardous Substances prior to the Closing Date, and personal injury or death attributable to Vendor's pre-Closing actions or omissions. For purposes of this Agreement, "the environment" includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);

"Excluded Assets" means Vendor's entire right, title and interest in and to the following assets, properties, interests and rights:

- (a) all audit rights and any and all Claims, causes of action and rights (including warranties, indemnitees, guarantees and similar rights made by prior owners, manufacturers, vendors and other Third Parties) in favor of Vendor in respect of any Excluded Contracts, Retained Liabilities or any other Excluded Assets;
- (b) all Excluded Contracts;
- (c) the Cash Portion of the Purchase Price delivered to Vendor in the form stipulated in this Agreement;
- (d) the Retention Amount; and
- (e) any shares of capital stock or other equity interest of Vendor or any of Vendor's subsidiaries or any securities convertible into, or exchangeable or exercisable for, shares of capital stock or other equity interest of Vendor or any of Vendor's subsidiaries;
- (f) all minute books, stock ledgers, corporate seals and stock certificates of Vendor;
- (g) all (i) corporate, financial, Income Tax and legal records of Vendor that relate to Vendor's business generally (excepting the same to the extent relating to the Assumed Liabilities and the Assets) and (ii) books, records and files that relate to any Excluded Assets;
- (h) all claims, non-Asset Tax refunds, abatement, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution, or recoupment, counter-claims, cross-claims and defenses of Vendor, to the extent related to the Excluded Assets or the Retained Liabilities;
- (i) any rights, claims or causes of action of Vendor under this Agreement or any other agreement, instrument, or document entered into pursuant to this Agreement; and
- (j) any other assets or properties of Vendor set forth on Exhibit G;

"Excluded Contract" means the Contracts set forth on Exhibit G;

"Execution Date" has the meaning set forth in the introductory paragraph;

"Final Order" means (a) an order or judgment of the US Bankruptcy Court, as entered on the docket in any of the Chapter 15 Cases (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction; or (b) an order or judgment of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the US Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in the Chapter 15 Cases (or in any related adversary proceeding or contested matter), in each case of clauses (a) and (b) that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for

certiorari or other proceedings for a 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 or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure or any local rule of the US Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order;

"Governmental Authority" means any federal, national, state, provincial, territorial, municipal, county or other government or quasi-government, any political subdivision and statutory and regulatory body and instrumentality thereof, and any ministry, sub-ministry, agency or sub-agency, court, commission, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Assets or the Transaction;

"Hard Consent" has the meaning set forth in section 3.1(b)(ii);

"Hazardous Substance" means any Pollutant and any "contaminant," "hazardous waste," "hazardous material" or "hazardous substance" under any Environmental Laws;

"Imbalances" means over-production or under-production or over-deliveries or under-deliveries with respect to Petroleum Substances produced from or allocated to the Properties, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline (taking into account any line fill), gathering system, transportation system, processing plant, or other location, and including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, imbalances under gathering or transportation agreements, and imbalances under operating agreements;

"Income Taxes" means any income, capital gains, franchise and similar Taxes;

"Knowledge" means with respect to any matter in question, in the case of Vendor, the actual knowledge, without any duty of inquiry, of Deryck Helkaa, Dustin Olver and Robert Kleebaum;

"Law" means any federal, state, tribal, provincial, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, rule, regulation, decree, statute or treaty;

"Lease" means any oil and gas lease, oil, gas and mineral lease or sublease, and other leasehold interest in oil and gas and/or other minerals, leasehold royalty interests, overriding royalty interests, net profits interests, net profit royalty interests, net profit overriding royalty interest, non-exclusive rights, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options and other rights of a similar nature and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests, and rights to reassignment;

"Lender-Related Parties" has the meaning set forth in section 9.6;

"Liability" means, without limitation, any and all Claims, debts, defenses, demands, causes of action, liabilities (including civil fines), obligations, offset rights, setoff rights, recoupment rights, damages, Losses, Taxes, fines, penalties, sanctions of every kind and character (including reasonable fees and expenses of attorneys, technical experts and expert witnesses), judgments or proceedings of any kind or character whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, matured, accrued or unaccrued, liquidated or unliquidated, or due or to become due, whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all reasonable expenses, costs and fees (including reasonable

attorneys' fees) in connection therewith, and all rights and remedies that are available to any such party holding such a Liability;

"Lien" has the meaning of that term as set forth in section 101(37) of the US Bankruptcy Code;

"Losses" means all losses, costs, Claims, damages, expenses and Liabilities which a Person suffers, sustains, pays or incurs, including reasonable attorneys' fees, but notwithstanding the foregoing shall not include any liability for consequential damages or punitive damages, but shall include any liability for consequential damages or punitive damages to the extent such Person suffers such damages to a Third Party, which damages shall not be excluded by this provision as to recovery hereunder;

"Material Adverse Effect" means any change, event or occurrence that individually or in the aggregate (taking into account all other such changes, events or occurrences) that has had or would reasonably be expected to have a material adverse change in, or material adverse effect on, the Assets taken as a whole, but excluding:

- (a) any change or effect to the extent that it results from or arises out of: (i) the pendency of the Chapter 15 Case or the financial condition of Vendor; (ii) the pendency, execution or delivery of this Agreement or any document entered into pursuant to this Agreement, the announcement thereof or consummation of the Transaction, including impacts on relationships with customers, suppliers, employees, labor organizations or Governmental Authorities; (iii) changes in (or proposals to change) Laws, generally accepted accounting principles or other accounting regulations or principles, or the interpretation, enforcement, or implementation thereof; (iv) acts of God, including hurricanes, storms and other natural disasters, epidemics, pandemics, disease outbreaks (including COVID-19), other health crises or public health events and the impacts thereof, including any stay-at-home, quarantine, or other similar orders or recommendations; or (v) any action (1) expressly allowed or contemplated by this Agreement, (2) required by the Court or the US Bankruptcy Court, or (3) taken at the request of Purchaser in writing;
- (b) any change or effect generally applicable to (i) the industries and markets in which Vendor or any of its Affiliates or any of its or their customers operate (including any change in demand for raw materials or finished products or other commodities or the marketing or transportation thereof), or the industries in which the services of Vendor are used, (ii) the Petroleum Substance industry, (iii) economic or political conditions in any country or region, or (iv) interest rates, exchange rates, commodity prices (including any change in the price of Petroleum Substances), raw materials, or the securities or financial markets in any country or region;
- (c) any outbreak or escalation of hostilities or war or any act of terrorism;
- (d) the departure of employees, officers or directors of any Vendor after the Execution Date;
- (e) any objections in the Court or the US Bankruptcy Court to (i) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Vendor and any related plan of reorganization or disclosure statement, or (iii) the assumption or rejection of any material Assigned Contract;
- (f) the failure by the Assets to meet any internal or third-party projections or forecasts or estimates of revenue, earnings, or other performance measures or operating statistics for any period;
- (g) any order of the US Bankruptcy Court or any actions or omissions of Vendor in compliance therewith;

- (h) any action taken by Vendor at the request of, or with the consent of, Purchaser in writing; and
- (i) any of the matters specifically disclosed on any Exhibit or Schedule to this Agreement.

Any determination as to whether any event, result, occurrence, condition, or circumstance has a Material Adverse Effect shall be made only after taking into account all effective insurance coverages and third-party indemnification or reimbursement rights with respect to such event, result, occurrence, condition, or circumstance. Further, the determination of the dollar impact or value of any event, result, occurrence, condition or circumstance shall be based solely on the actual dollar amount of such event, result, occurrence, condition or circumstance, on a dollar-for-dollar basis, and shall not take into account any multiplier valuations (including any multiple based on earnings or other financial indicia) or any consequential damages or other consequential valuations.

"Material Contracts" has the meaning set forth in section 4.1(j);

"NORM" means naturally occurring radioactive materials;

"Offset Amount" has the meaning set forth in section 2.9;

"Order" means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority;

"Outside Date" has the meaning set forth in section 11.1(a)(iii);

"Party" means Vendor or Purchaser, and **"Parties"** means both of them;

"Permitted Encumbrances" means:

- (a) all royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other similar burdens that are valid, properly recorded, and run with the Assets;
- (b) conventional rights of reassignment arising upon final intention to surrender or abandonment of any Asset;
- (c) any Right of First Refusal or any similar restriction applicable to any of the Assets;
- (d) the requirement to receive any consent applicable to the Transaction, including all rights to consent by Governmental Authorities in connection with the conveyance of the Assigned Leases and Interests;
- (e) the terms and conditions of the Assigned Leases and Interests, the Permits, and the Assigned Contracts, including the requirement to pay any rentals or royalties to the grantor thereof to maintain the Assigned Leases and Interests in good standing and any royalty or other burden reserved to the grantor thereof;
- (f) mortgages on the lessor's interest under an Assigned Lease and Interest that are not in default or subject to foreclosure and for which the lessee would not customarily seek a subordination of such mortgages or deeds of trust to the applicable leasehold estate;
- (g) defects or irregularities of title as to which the relevant statute(s) of limitations or prescription would bar any attack or Claim against Vendor's title;

- (h) the right reserved to or vested in any grantor, Governmental Authority or other public authority by the terms of any Assigned Lease and Interest, Permit, Surface Interest, or Assigned Contract, or by Applicable Law, to terminate any Assigned Lease and Interest, Permit, Surface Interest or Assigned Contract pursuant to its terms;
- (i) Liens securing Taxes (i) that are not yet delinquent or (ii) if delinquent, that Vendor is contesting in good faith through appropriate proceedings listed on Exhibit H;
- (j) the terms and conditions of all Surface Interests and any other easements, rights of way, surface fee interests, servitudes or other similar rights in land, including rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, pole, wires or cables;
- (k) the right reserved to or vested in any municipality, Governmental Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Governmental Authority or other public authority pertaining to the Assets;
- (l) plugging and surface restoration obligations that cannot be sold free and clear under Applicable Law and the Abandonment and Restoration Obligations;
- (m) any materialman's, mechanics', repairman's, contractors', operators', or other similar Liens, security interests or charges for operating expenses incurred in the ordinary course of business after the Effective Time that are (i) not yet due and payable or (ii) if delinquent, that Vendor is contesting in good faith through appropriate proceedings listed on Exhibit H;
- (n) any other Encumbrance that Purchaser has expressly agreed in writing to accept;
- (o) Liens granted in the ordinary course of business to a public utility, municipality or Governmental Authority with respect to operations pertaining to any of the Assets; and
- (p) any Encumbrance that will be released by the Bankruptcy Court Order (or other Order of the US Bankruptcy Court);

"Permits" has the definition set forth in clause (h) of the definition of "Assets";

"Person" means any individual, corporation, limited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity or organization;

"Petroleum Substances" means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;

"Phase I Environmental Site Assessment" means an assessment of the environmental condition of the Assets and their compliance with Environmental Laws that does not include the collection and analysis of environmental samples, and which may comply with the requirements of ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13 or E2247-16).

"Pollutants" has the meaning set forth in the definition of "Environmental Laws";

"Proceeding" means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority;

"Properties" has the meaning set forth in clause (b) of the definition of "Assets";

"Proposal" has the meaning set forth in section 8.3;

"Purchase Price" has the meaning set forth in section 2.2;

"Purchaser" has the meaning set forth in the preamble;

"Purchaser Termination Notice" has the meaning set forth in section 11.1(b);

"Real Property Interests" has the definition set forth in clause (l) of the definition of "Assets";

"Receiver" has the meaning set forth in the recitals;

"Records" has the definition set forth in clause (g) of the definition of "Assets";

"Representative" means, with respect to any Party, its Affiliates, and its and their respective directors, officers, partners, managers, agents, advisors, counsel, employees and consultants;

"Retained Liabilities" means and includes any and all obligations and Liabilities of any kind or character, known or unknown, to the extent that they are attributable to, arise out of, are based upon or are otherwise related to the ownership or operation of the Assets prior to the Closing, and any and all other obligations and Liabilities of Vendor or its Affiliates, other than the Assumed Liabilities, including without limitation the following:

- (a) all Liability, warranty and similar Claim for damages, illness or injury to person (including death) or damage to property and all other obligations and Liabilities, regardless of when made or asserted, to the extent arising out of or incurred in connection with the ownership or operation of the Assets on or before the Closing Date;
- (b) the gross negligence or willful misconduct of Vendor (or any of its Affiliates) or Receiver in the ownership or operation of the Assets on or before the Closing Date;
- (c) any payment, nonpayment or misplayment (save and except as to any Suspense Funds that are transferred to Purchaser at Closing) or accounting for royalties, overriding royalties, production payments, net profits interests and similar burdens upon, measured by, or payable out of Petroleum Substances produced and saved from or attributable to the Assets prior to the Effective Time;
- (d) the Excluded Assets;
- (e) Vendor's, any of its Affiliates' or Receiver's employees, the employment or termination thereof, and the compensation and benefits inuring thereto;
- (f) all obligations and Liabilities arising as a result of any Actions or Proceedings, whether initiated prior to or following the Closing Date, to the extent related to the ownership or operation of the Assets on or prior to the Closing Date, including any actions for breach of contract, product liability, any tort actions or any Action or Proceeding scheduled or required to be scheduled on Schedule 4.1(e);
- (g) any and all Liabilities related to: (i) Income Taxes imposed by any Applicable Law on Vendor, any of its direct or indirect owners or Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (ii) Asset Taxes allocable to Vendor pursuant section 9.1(a), (iii) Taxes imposed on or with respect to the ownership or operation of the Excluded Assets or that are attributable to any asset or business of Vendor that is not part of the Assets, and (iv) any and all other Taxes imposed

on or with respect to the acquisition, ownership or operation of the Assets or the production of Petroleum Substances or the receipt of proceeds therefrom for any Tax period (or portion of any Straddle Period) ending before the Effective Time;

- (h) all off-site disposal or transportation of waste, hazardous substances (including Hazardous Materials) or hazardous waste arising from the operation or use of the Assets prior to the Closing from any of the Assets to any location not on the Assets;
- (i) any civil or administrative fines or penalties or criminal sanctions imposed on Vendor or any of its Affiliates with respect to the Assets in connection with any pre-Closing violation of Laws (including Environmental Laws);
- (j) any and all proceeds from the sale of Petroleum Substances produced from and attributable to the Assets during any period prior to the Effective Time which have been improperly paid to Vendor;
- (k) all Cure Costs;
- (l) any and all indebtedness for borrowed money;
- (m) all obligations and Liabilities of Vendor under this Agreement and each other Contract or document contemplated hereby or entered into in connection herewith;
- (n) all obligations and Liabilities with respect to any costs, fees and expenses (including all legal, accounting, financial advisory, valuation, investment banking and other third party advisory or consulting fees and expenses) incurred by or on behalf of Vendor in connection with or arising from the Chapter 15 Case or the transactions contemplated by this Agreement and each other Contract or document contemplated hereby or entered into in connection herewith;
- (o) all obligations and Liabilities arising under any Excluded Contract; and
- (p) to the extent not otherwise included, all obligations and Liabilities arising under any employment agreement or real property lease to which Vendor is a party, including without limitation that certain Lease dated as of September 22, 2017 by and between Energy Tower IV Investments LTD and Eagle Hydrocarbons Inc.;

“Retention Amount” means an amount in cash equal to \$550,000; provided that such amount may be increased or decreased, as applicable (based on Vendor’s good faith estimate of the amount necessary or required to cover reasonable wind-down costs and expenses of Vendor), by written consent of the Parties prior to Closing;

“Right of First Refusal” means a preferential, pre-emptive or first purchase right that becomes operative by virtue of this Agreement or the Transaction;

“Sales Taxes” means all transfer, sales, use, excise, stamp, license, value-added, conveyance, documentary, recording and other like Taxes incurred or imposed with respect to the Purchaser’s acquisition of the Assets or to the registration of any documents or instruments of transfer, including the Assignment, related thereto;

“Straddle Period” means any Tax period beginning before and ending after the Effective Time;

“Surface Interests” has the meaning set forth clause (e) of in the definition of “Assets”;

“Suspense Funds” means proceeds of production and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense by Vendor as the operator of such Assets;

“Tangibles” has the meaning set forth in clause (f) of the definition of “Assets”;

“Tax” or **“Taxes”** (and with correlative meaning, **“Taxable”** and **“Taxing”**) means (i) any U.S. federal, state, tribal, provincial, local, or non-U.S. tax or other assessment, charge, duty, fee, levy, impost or other similar charge that is in the nature of a tax imposed by a Governmental Authority (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), including, but not limited to, income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, production, severance, possessory interest, environmental (including taxes under Section 59A of the Code), natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding (including backup withholding), and estimated taxes, (ii) any interest, fine, penalty or addition in connection with any item described in clause (i), above, and (iii) any liability in respect of any item described in clauses (i) and (ii), above, that arises by reason of a contract, assumption, transferee or successor liability, operation of Law (including by reason of being a member of a consolidated, combined or unitary group) or otherwise;

“Tax Return” means any return, declaration, report, claim for refund, information return or other document (including any related or supporting elections, schedules, statements, attachments, amendments or information) filed or required to be filed in connection with the determination, assessment, enforcement or collection of any Tax or the administration of any Laws relating to Taxes;

“Third Party” means any Person other than Receiver, Eagle Energy, Vendor, or Purchaser;

“Transition Services Agreement” has the meaning set forth in section 2.6(a)(viii);

“this Agreement”, **“herein”**, **“hereto”**, **“hereof”** and similar expressions mean and refer to this Agreement;

“Transaction” means the transaction for the purchase and sale of the Assets as contemplated by this Agreement;

“Treasury Regulations” means the final or temporary regulations promulgated by the U.S. Department of the Treasury under the Code;

“US Bankruptcy Code” has the meaning set forth in the recitals;

“US Bankruptcy Court” has the meaning set forth in the recitals;

“US Sale Agent” means EnergyNet.com, Inc.;

“US Sale Motion” means a motion filed by the Vendor in the US Bankruptcy Court seeking approval of the sale of the Assets free and clear of Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) and the other transactions contemplated hereby including the assumption and assignment of the Assigned Contracts, Assigned Leases and Interests and Surface Interests to Purchaser in accordance with sections 363 and 365 of the US Bankruptcy Code and Rules 2002, 6004, and 6006 of the US Federal Rules of Bankruptcy Procedure, such motion to be in form and substance acceptable to Purchaser in its sole and absolute discretion;

“**Vendor**” has the meaning set forth in the preamble;

“**Vendor Termination Notice**” has the meaning set forth in section 11.1(c);

“**Wells**” has the meaning set forth in clause (b) of the definition of “Assets”.

1.2 Headings

The expressions "Article", "section", "subsection", "clause", "subclause", "paragraph", "Exhibit" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph, exhibit or schedule of or to this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" shall be disjunctive but not exclusive.

1.5 Exhibits and Schedules

There are appended to this Agreement the following Exhibits and Schedules pertaining to the following matters:

<u>Exhibit A-1</u>	-	Assigned Leases
<u>Exhibit A-2</u>	-	Fee Mineral Interests
<u>Exhibit A-3</u>	-	Surface Interests
<u>Exhibit B</u>	-	Wells
<u>Exhibit C</u>	-	Assigned Contracts
<u>Exhibit D</u>	-	Form of Assignment, Conveyance and Bill of Sale
<u>Exhibit E</u>	-	Form of Officer's Certificate
<u>Exhibit F</u>	-	Alberta Form of Approval and Vesting Order
<u>Exhibit G</u>	-	Excluded Assets
<u>Exhibit H</u>	-	Permitted Encumbrances
<u>Exhibit I</u>	-	Bankruptcy Court Order
<u>Exhibit J</u>	-	Cure Costs
<u>Schedule 4.1(d)</u>	-	Consents
<u>Schedule 4.1(e)</u>	-	Actions and Proceedings
<u>Schedule 4.1(f)</u>	-	Rights of First Refusal
<u>Schedule 4.1(g)</u>	-	Brokers' Fees
<u>Schedule 4.1(h)</u>	-	Suspense Funds
<u>Schedule 4.1(i)</u>	-	Compliance with Laws
<u>Schedule 4.1(j)</u>	-	Material Contracts
<u>Schedule 4.1(l)</u>	-	Credit Support
<u>Schedule 4.1(m)</u>	-	Well Matters
<u>Schedule 4.1(n)</u>	-	Taxes

Such Exhibits and Schedules are incorporated herein by reference as though contained in the body hereof. Wherever any term or condition of such Exhibits or Schedules conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

1.6 Damages

All losses, costs, Claims, damages, expenses and liabilities in respect of which a Party has a Claim pursuant to this Agreement include reasonable and verifiable attorneys' fees and expenses.

1.7 Derivatives

Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.8 Interpretation if Closing Does Not Occur

In the event Closing does not occur, each provision of this Agreement which presumes that Purchaser has acquired the Assets hereunder shall be construed as having been contingent upon Closing having occurred.

1.9 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule, an Exhibit, the Assignment, or any other document required to transfer Vendor's right, title and interest in the Assets to Purchaser, the provision of the body of this Agreement shall prevail. If any term or condition of this Agreement conflicts with any Applicable Law, such Applicable Law shall prevail, and this Agreement shall be amended to the extent required to eliminate any such conflict pursuant to section 11.13.

1.10 Currency

All dollar (\$) amounts referenced in this Agreement are expressed in the lawful currency of the United States of America.

1.11 Days and Month

Unless otherwise expressly provided herein, any reference herein to a "day" and any derivatives thereof shall refer to a calendar day, and any reference herein to a "month" or any derivatives thereof shall refer to a calendar month.

1.12 Successors and Assigns

References herein to any Person shall include such Person's heirs, executors, Representatives, administrators, successors and assigns; provided, that nothing contained in this section 1.12 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement.

1.13 Laws

References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or provision.

1.14 Contracts

References herein to any Contract mean such Contract as amended, supplemented or modified (including any waiver thereto) in accordance with the terms thereof.

ARTICLE 2 PURCHASE AND SALE AND CLOSING

2.1 Purchase and Sale

Vendor, exercising the powers of sale granted pursuant to the Appointment Order, hereby agrees to sell, assign, transfer, convey and set over to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of the right, title, estate and interest of Vendor (whether absolute or contingent, legal or beneficial) in and to the Assets, free and clear of any and all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities), subject to and in accordance with the terms of this Agreement. Notwithstanding any other provision of this Agreement, Vendor shall, at the Closing, retain, Purchaser shall not acquire, and the Assets shall not include, any right, title or interest of Vendor in and to the Excluded Assets.

2.2 Purchase Price

The aggregate consideration to be paid by Purchaser to Vendor for Vendor's right, title and interest in and to the Assets shall consist of the following (collectively, the "**Purchase Price**"): (a) a credit bid and equivalent release of Vendor and any applicable guarantors from any and all Actions arising under, or otherwise relating to, the Credit Agreement, in an amount equal to \$11,000,000; (b) the assumption of the Assumed Liabilities; and (c) cash in an amount equal to \$120,000 (the "**Cash Portion of the Purchase Price**"). The Purchase Price (to the extent applicable) shall be payable by Purchaser to Vendor (or its designee) at Closing in accordance with section 2.6(b)(iv).

2.3 [Intentionally Omitted.]

2.4 Assumption of Abandonment and Reclamation Obligations

In determining the Purchase Price, the Parties have taken into account the Purchaser's assumption of responsibility for the payment of all costs for existing or future Abandonment and Reclamation Obligations associated with the Assets, as set forth in this Agreement, and the absolute release of Eagle Energy and Vendor of all and any responsibility or liability therefor.

2.5 Assumed Liabilities

Following Closing, except for any Retained Liabilities, Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets. For the avoidance of doubt, Vendor shall remain responsible for, and Purchaser shall not be obligated to assume, and does not assume, and hereby disclaims all of, the Retained Liabilities.

2.6 Closing

Upon the terms and subject to the conditions hereof, the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the "**Closing**") shall take place at the Dallas, Texas office of Vinson & Elkins, L.L.P. located at 2001 Ross Avenue, Suite 3900, Dallas, TX 75201, or such other place as may be agreed upon in writing by the Parties on June 30, 2020, or if not all of the conditions to Closing in section 3.2, section 3.3, and section 3.4 have been satisfied or (if permissible), waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions) by such date, than no later than five Business

Days following the date on which all of the conditions set forth in section 3.2, section 3.3, and section 3.4 have been satisfied or (if permissible) waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions). The date and time at which the Closing actually occurs shall be the “**Closing Date**”. Subject to all other provisions of this Agreement, (x) possession, risk and beneficial ownership of Vendor's right, title and interest in and to the Assets shall pass from Vendor to Purchaser on the Closing Date, and (y) Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities from and after the Closing Date.

- (a) On the Closing Date, Vendor shall deliver to Purchaser:
- (i) the Assignment in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;
 - (ii) transfers and assignments, executed and acknowledged as necessary, on appropriate forms and as may be required by any Governmental Authority in order to transfer the Assets from Vendor to Purchaser;
 - (iii) the Officer's Certificate, dated and effective as of the Closing Date, substantially in the form attached as Exhibit E duly executed by Vendor;
 - (iv) a receipt for the Cash Portion of the Purchase Price, duly executed by Vendor;
 - (v) a certified copy of the Court Order and the Bankruptcy Court Order;
 - (vi) an executed certificate of non-foreign status that meets the requirements set forth in Treasury Regulations section 1.1445-2(b);
 - (vii) (w) releases of all Encumbrances encumbering the Assets that do not constitute Permitted Encumbrances, (x) transfer orders or letters in lieu thereof, on forms provided by Purchaser, directing all purchasers of production to make payment to Purchaser of proceeds attributable to Petroleum Substances produced from or allocable to the Properties and the Wells after the Closing Date, (y) any consents, waivers, and other similar matters pertaining to the Assets, to the extent obtained by Vendor prior to the Closing, and (z) counterparts of Railroad Commission of Texas Form P-4 for each Well as to which a change of operator will occur at the Closing Date, in each case, duly executed and acknowledged by Vendor, as applicable;
 - (viii) a transition services agreement, pursuant to which Vendor or Receiver will agree to provide to Purchaser certain transition support services with respect to the Assets (or any portion thereof) as may be reasonably requested by Purchaser, on terms and provisions that are mutually acceptable to the Parties (the “**Transition Services Agreement**”), duly executed by Vendor;
 - (ix) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer as Purchaser may reasonably request to vest in Purchaser all the right, title and interest of Vendor in, to or under any or all the Assets; and
 - (x) any such other items as may be specifically required hereunder or reasonably requested by Purchaser.

Additionally, at or prior to Closing, Vendor shall deliver or cause to be delivered the Records to Purchaser that are in the possession or reasonable control of Vendor, Receiver, or any of their Affiliates. If any of the Records are stored electronically, Vendor shall deliver or cause to be delivered such Records to Purchaser in the format in which they are currently maintained; provided that, if requested by Purchaser

in writing, Vendor shall use its commercially reasonable efforts to deliver or cause to be delivered such electronic Records in such other format as may be reasonably requested by Purchaser.

- (b) On the Closing Date, Purchaser shall deliver to Vendor:
- (i) the Assignment in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;
 - (ii) transfers and assignments, executed and acknowledged as necessary, on appropriate forms and as may be required by any Governmental Authority in order to transfer the Assets from Vendor to Purchaser;
 - (iii) the Officer's Certificate, dated and effective as of the Closing Date, substantially in the form attached as Exhibit E, duly executed by Purchaser;
 - (iv) subject to section 2.9, the Cash Portion of the Purchase Price;
 - (v) the Transition Services Agreement, duly executed by Purchaser;
 - (vi) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Vendor, as Vendor may reasonably request to transfer and assign the Assumed Liabilities and Assets to Purchaser; and
 - (vii) any such other items as may be specifically required hereunder or reasonably requested by Vendor.

Additionally, within one day prior to the Closing Date, Purchaser shall deliver to Vendor notice of its election to designate any Contract as (x) an Excluded Contract and upon such designation such Contract shall constitute an Excluded Contract and, if applicable, shall cease to constitute an Assigned Contract and/or (y) an Assigned Contract and upon such designation such Contract shall constitute an Assigned Contract and, if applicable, shall cease to constitute an Excluded Contract. Purchaser's right to designate a Contract as an Excluded Contract or as an Assigned Contract may be exercised by Purchaser in its sole and absolute discretion.

2.7 [Intentionally Omitted.]

2.8 Transfer Documents and Instruments

The Parties shall cooperate in the preparation of all documents and instruments required to transfer Vendor's right, title, and interest in and to the Assets to Purchaser. At a reasonable time prior to Closing, Purchaser shall use reasonable efforts to prepare and provide for Vendor's review all documents and instruments required to transfer Vendor's right, title, and interest in and to the Assets to Purchaser at Purchaser's own cost and expense, including the Assignment. Promptly after Closing, Purchaser shall register, record, and/or distribute (as applicable) all such documents and instruments, including the Assignment, in the applicable jurisdictions and to the applicable parties, and shall bear all costs incurred therewith and in preparing and registering, recording, and/or distributing any further assurances required to convey the Assets to Purchaser.

2.9 Form of Payment

All payments to be made pursuant to this Agreement shall be in the lawful currency of the United States of America. Except as otherwise expressly provided in this Agreement, all payments to be made pursuant to this Agreement shall be made by certified check, bank draft or wire transfer. Notwithstanding anything to the contrary set forth in this Agreement, to the extent Vendor has cash on hand at Closing

(excluding the Retention Amount), such cash shall be used to offset the Cash Portion of the Purchase Price at Closing, such that (a) the amount of cash that Vendor is required to deliver to Purchaser at Closing as part of the Assets shall be reduced by the amount, if any (not to exceed \$120,000), of such cash used to offset the Cash Portion of the Purchase Price (the “**Offset Amount**”) and (b) the Cash Portion of the Purchase Price that Purchaser is required to deliver to Vendor at Closing as part of the Purchase Price shall be reduced by such Offset Amount. Vendor shall use the Offset Amount to pay fees and/or expenses of the US Sale Agent payable pursuant to the US Sale Agent’s engagement letter with the Receiver dated as of February 6, 2020. Vendor shall provide evidence of such payment (reasonably satisfactory to Purchaser) as soon as practicable after such payment is made. To the extent any portion of the Offset Amount is not used to pay the US Sale Agent, Vendor shall immediately deliver such unused portion to Purchaser.

2.10 [Intentionally Omitted.]

2.11 [Intentionally Omitted.]

2.12 Sales Taxes

The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. Purchaser shall be solely responsible for all Sales Taxes, if any, which may be imposed by any Governmental Authority and that are not eliminated through the application of Section 1146(a) of the US Bankruptcy Code or another application exemption. The Party primarily responsible under Applicable Law for the filing of any Tax Return in respect of Sales Taxes shall be responsible for the timely filing of all such Tax Return. If Vendor is required under Applicable Law to collect and/or pay any such Sales Taxes, Purchaser shall promptly pay to Vendor the full amount of such Sales Taxes. Vendor and Purchaser shall reasonably cooperate in good faith to determine the portion of the Purchase Price that is allocable to Assets the conveyance of which is subject to Sales Taxes, if any, and to minimize, to the extent permissible under Applicable Law, the amount of any such Sales Taxes.

**ARTICLE 3
CONSENTS; QUALIFICATIONS; CONDITIONS OF CLOSING**

3.1 Required Consents; Cure Costs; Governmental Authority Qualifications

(a) On or prior to the Closing, Vendor shall (i) pay, or caused to be paid, pursuant to and in accordance with Section 365 of the US Bankruptcy Code and the Bankruptcy Court Order, any Cure Costs, directly to the applicable party and (ii) provide evidence of payment thereof to Purchaser.

(b) Hard Consents

(i) Promptly after the Execution Date and in no event no later than five days following the Execution Date, Vendor shall prepare and send, or cause to be prepared and sent, on forms reasonably satisfactory to Purchaser and in compliance with the applicable contractual provisions (i) notices to the holders of any consent to assignment triggered by the transactions contemplated by this Agreement requesting consents to the transactions contemplated by this Agreement for which the Court or the US Bankruptcy Court has not entered an Order providing that such consents are not required and (ii) notices to the holders of any applicable Rights of First Refusal triggered by the transactions contemplated by this Agreement for which the Court or the US Bankruptcy Court has not entered an Order providing that such Right of First Refusal is not required, in compliance with the terms of such rights and requesting waivers of such rights. Vendor shall use commercially reasonable efforts to (1) cause any such consents required to be obtained and delivered prior to Closing and (2) cause all such Rights of First Refusal to purchase to be waived prior to Closing.

- (ii) If prior to the Closing Date any consent to assignment applicable to the Transaction (other than governmental consents or approvals customarily obtained post-Closing) has not been obtained, and further, the document setting forth the need to obtain such consent provides that such consent may be withheld for any reason or failure to obtain such third party consent may result in the termination of a Lease, a Surface Interest or a Contract, including causing such Lease, Surface Interest or Contract to be void or voidable (each such third party consent, a “**Hard Consent**”), then, unless the Court or the US Bankruptcy Court has entered an Order providing that such Hard Consent is not required, each Asset affected by such Hard Consent shall be held back from the Assets conveyed at Closing without reduction to the Purchase Price. Any Asset so held back at the Closing will be conveyed to Purchaser within ten Business Days after such Hard Consent has been obtained, waived or otherwise satisfied. At such subsequent closing, Vendor shall contribute, assign, transfer and convey to Purchaser, and Purchaser shall acquire and accept from Vendor, such Asset pursuant to the terms of this Agreement. Except for Hard Consents, if any consents to the assignment of any Asset are not obtained prior to Closing, then with respect to each affected Asset, the affected Assets shall nevertheless be sold and conveyed to Purchaser at the Closing, and Purchaser shall pay for the affected Asset(s) at Closing in accordance with this Agreement as though the consent had been obtained. In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Assets (i) that cannot be transferred or assigned without the Hard Consent of third parties, which Hard Consent has not been obtained prior to the Closing (after giving effect to the Bankruptcy Court Order and the US Bankruptcy Code), Vendor shall, at Purchaser’s sole expense and subject to any approval of the US Bankruptcy Court that may be required, reasonably cooperate with Purchaser in endeavoring to obtain such Hard Consent and, if any such Hard Consent is not obtained, Purchaser shall, following the Closing, at Purchaser’s sole expense and subject to any approval of the US Bankruptcy Court that may be required, cooperate with Vendor in all reasonable respects to provide to Purchaser the benefits thereof in some other manner, or (ii) that are otherwise not transferable or assignable (after giving effect to the Bankruptcy Court Order and the US Bankruptcy Code), Vendor shall, following the Closing, at Purchaser’s sole expense and subject to any approval of the US Bankruptcy Court that may be required, reasonably cooperate with Purchaser to provide to Purchaser the benefits thereof in some other manner (including the exercise of the rights of Vendor thereunder); provided that nothing in this section 3.1(b)(ii) shall (x) require Vendor to make any expenditure or incur any obligation on its own or on behalf of Purchaser for which funds in the full amount of such expenditure or obligation are not provided to Vendor by Purchaser in advance in cash or (y) prohibit Vendor from ceasing operations or winding up its affairs following the Closing.
- (iii) For the avoidance of doubt, except to the extent the Court or the US Bankruptcy Court has entered an Order providing that any applicable Hard Consent is not required in connection with the Transaction, in no event shall there be transferred at Closing any Asset for which a Hard Consent has not been satisfied or obtained.

(c) **Rights of First Refusal**

- (i) A Right of First Refusal triggered by the transactions contemplated by this Agreement for which the Court or the US Bankruptcy Court has not entered an Order providing that such Right of First Refusal is not required must be exercised subject to all terms and conditions set forth in this Agreement, including the successful Closing of this Agreement on the dates set forth herein.
- (ii) Except to the extent the Court or the US Bankruptcy Court has entered an Order providing that any applicable Right of First Refusal is not required in connection

with the transactions contemplated herewith, if, prior to Closing, any holder of a Right of First Refusal notifies Vendor that it intends to consummate the purchase of that portion of the Assets to which it holds a Right of First Refusal then the portion of Assets relating to any such Right of First Refusal shall be excluded from the Assets identified in this Agreement.

- (iii) Except to the extent the Court or the US Bankruptcy Court has entered an Order providing that any applicable Right of First Refusal is not required in connection with the transactions contemplated herewith, if, prior to Closing, any holder of a Right of First Refusal has not exercised or waived its Right of First Refusal and the time period within which such Right of First Refusal may be exercised has not expired, then the Assets subject to such Right of First Refusal shall be transferred or assigned to Purchaser at the Closing, and Purchaser shall take title to such Assets subject to such Right of First Refusal. In the event any holder of a Right of First Refusal thereafter exercises its Right of First Refusal, then Purchaser shall assign such affected Assets to the holder of such Right of First Refusal, and such holder shall pay Purchaser all proceeds generated from the exercise of such Right of First Refusal.
- (d) Subject to the terms of this Agreement, prior to Closing, and only to the extent that any such qualification is required by Applicable Law to own or operate the Assets, Purchaser shall (i) become qualified with the applicable Governmental Authorities to hold oil and gas leases, rights-of-way, and right-of-use easements and to meet any other requirements under Law to receive and hold such assets and properties and (ii) provide Vendor evidence of such qualification, including copies of all filings and material correspondence submitted to or received from the Governmental Authorities to obtain such registration and qualification.
- (e) Subject to the terms of this Agreement, prior to Closing, Purchaser shall (i) become qualified and approved (in each case, only to the extent that any such qualification or approval is required by Applicable Law to own or operate the Assets) by the applicable Governmental Authorities as an operator of all Assigned Contracts (as applicable) and all other Assets that Purchaser becomes the operator of as a result of, this Agreement, and (ii) provide Vendor evidence of such qualifications and approvals, including copies of all filings and material correspondence submitted to or received from the applicable Governmental Authorities.
- (f) To the extent it is not possible to do so prior to the Closing, as soon as possible following the Closing, Purchaser shall (i) be qualified and approved (in each case, only to the extent that any such qualification or approval is required by Applicable Law to own or operate the Assets) by the applicable Governmental Authorities as an operator of any applicable Assets that Purchaser becomes the operator of as a result of, this Agreement and (ii) provide Vendor evidence of such qualifications and approvals including evidence of all filings and material correspondence submitted to or received from the applicable Governmental Authorities.
- (g) Vendor shall use commercially reasonable efforts to support Purchaser's efforts to be appointed, or to cause Purchaser's designee to be appointed, the successor operator of each Well operated by Vendor or its Affiliate, to the extent permitted under any applicable joint operating agreement and to designate and/or appoint by assignment, to the extent legally possible and permitted under any such applicable joint operating agreement, Purchaser or the Purchaser's designee as successor operator with respect to the Assets on or after the Closing Date.

3.2 Mutual Conditions

The obligation of Purchaser to purchase Vendor's right, title and interest in and to the Assets, and of Vendor to sell its right, title and interest in and to the Assets to Purchaser, is subject to the following conditions precedent:

- (a) Vendor obtaining the Court Order and such Court Order being in full force and effect and not subject to a stay;
- (b) Vendor obtaining the Bankruptcy Court Order and such order becomes a Final Order in full force and effect and not subject to a stay (unless the requirement that the Bankruptcy Court Order be a Final Order is waived in writing by Purchaser); and
- (c) there shall not have been instituted any legal proceedings to obtain, and no court or Governmental Authority of competent jurisdiction shall have issued, promulgated, enforced or entered any judgment, decree, injunction or other order, whether temporary, preliminary or permanent, that restrains, enjoins or otherwise prohibits consummation of the Transaction.

3.3 Purchaser's Conditions

The obligation of Purchaser to purchase Vendor's right, title and interest in and to the Assets is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser in writing (in its sole discretion) in whole or in part:

- (a) the representations and warranties of Vendor herein contained shall be true and correct (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect or other similar qualifiers) when made and as of the Closing Date; provided that in the event of a breach or inaccuracy in the representations and warranties of Vendor contained in this Agreement, the condition set forth in this section 3.3(a) shall be deemed satisfied unless the effect of all such breaches or inaccuracies in such representations and warranties taken together results in a Material Adverse Effect;
- (b) all covenants and obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects; and
- (c) Vendor shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in section 2.6(a).

3.4 Vendor's Conditions

The obligation of Vendor to sell its right, title and interest in and to the Assets to Purchaser is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Vendor and may be waived by Vendor in writing (it its sole discretion) in whole or in part:

- (a) the representations and warranties of Purchaser herein contained shall be true and correct in all material respects when made and as of the Closing Date;
- (b) all covenants and obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects;
- (c) the Cash Portion of the Purchase Price shall have been paid by Purchaser to Vendor in the form stipulated in this Agreement; and
- (d) Purchaser shall have delivered, or caused to be delivered, to Vendor all of the items set forth in section 2.6(b).

3.5 Efforts to Fulfil Conditions Precedent

Purchaser and Vendor shall proceed diligently and in good faith and use all commercially reasonable efforts to satisfy and comply, and assist in the satisfaction and compliance, with the foregoing conditions precedent.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES**

4.1 Representations and Warranties of Vendor

Vendor makes the following representations to Purchaser as of the Execution Date and as of the Closing Date:

- (a) Receiver has been appointed by the Court as receiver and manager of Eagle Energy and such appointment is valid and subsisting;
- (b) Vendor is a corporation duly incorporated, validly existing, and in good standing under the Laws of the State of Delaware and is qualified to do business as a foreign corporation and is in good standing under the Laws of the State of Texas and the State of Oklahoma. Vendor has all requisite corporate power and authority to own and operate the Assets and to carry on its business as now conducted, except for such failures to be so qualified, maintain such power and authority, or be in good standing as would not, individually or in the aggregate, have a Material Adverse Effect;
- (c) subject to obtaining, and pursuant to, the Bankruptcy Court Order and the Court Order, Vendor has full corporate capacity, power, and authority to enter into and perform this Agreement, the documents executed in connection herewith to which Vendor is a party, the transactions contemplated herein and therein and to complete the Transaction. The execution, delivery, and performance by Vendor of this Agreement and the documents executed in connection herewith to which Vendor is a party have been duly and validly authorized and approved by all necessary corporate action on the part of Vendor. Subject to obtaining, and pursuant to, the Court Order and the Bankruptcy Court Order, this Agreement and the documents executed in connection herewith to which Vendor is a party are, or upon their execution and delivery will be, the valid and binding obligations of Vendor and enforceable against Vendor in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a Proceeding at law or in equity;
- (d) the execution, delivery, and performance by Vendor of this Agreement and the documents executed in connection herewith to which Vendor is a party and the performance of the transactions contemplated herein and therein will not: (i) conflict with or result in a breach of any provisions of the organizational documents of Vendor or (ii) subject to completion of the actions described in clauses (v) through (z) of this section 4.1(d), result in a material breach of, or material default under, or give rise to any right of termination, revocation, cancellation, or acceleration under, any of the terms of any Material Contract; or (iii) subject to completion of the actions described in clauses (v) through (z) of this section 4.1(d), violate any order, writ, injunction, judgment, decree, or Law applicable to Vendor or the Assets, except as would not, in the case of each of clauses (i), (ii), and (iii) above, individually or in the aggregate, have a Material Adverse Effect. Except for (v) any applicable notices, filings, consents or approvals under any applicable antitrust, competition or trade regulation Laws, (w) the entry of the Court Order and the Bankruptcy Court Order, (x) notices, filings, and consents required in connection with the Chapter 15 Case, (y) consents under the Assigned Contracts set forth on Schedule 4.1(d), and (z) approvals by Governmental Authorities customarily obtained after the Closing, Vendor is not required to give any notice to, make any filing with, or obtain any consent from any Person (including any Governmental Authority) in connection with the execution, delivery, and performance by Vendor of this Agreement, the documents executed in connection herewith to which Vendor is a party and the transactions contemplated herein and therein;
- (e) except as set forth on Schedule 4.1(e), other than the Chapter 15 Case and any adversary proceedings or contested motions commenced in connection therewith, there is no material Action by any Person or Governmental Authority, and no material legal, administrative, or arbitration

Proceeding pending or, to Vendor's Knowledge, threatened in writing against Vendor or any of the Assets, or to which Vendor is a party;

- (f) except as set forth on Schedule 4.1(f), to Vendor's Knowledge, none of the Assigned Leases and Interests, Surface Interests, or the Assigned Contracts is subject to a Right of First Refusal that would be triggered by this Agreement and under which a notice would be required due to the Parties entering into this Agreement;
- (g) except as set forth on Schedule 4.1(g), Vendor has incurred no obligation or liability for brokers' or finders' fees relating to the matters provided for in this Agreement that will be the responsibility of Purchaser, and any such obligation or liability that might exist shall be the sole obligation of Vendor;
- (h) to Vendor's Knowledge, Schedule 4.1(h) sets forth a list, true and correct as of the date set forth therein, of all Suspense Funds and the name or names of the parties to whom such funds are owed;
- (i) except as set forth on Schedule 4.1(i), to Vendor's Knowledge, Vendor is not in violation of, or in default under, in any material respect, any Law (including Environmental Law) applicable to Vendor's ownership or operation of the Assets;
- (j) to Vendor's Knowledge, Schedule 4.1(j) sets forth a true, correct and complete list, as of the Execution Date, of all Contracts binding on the Assets after Closing that cannot be terminated without penalty on 60 or fewer days' notice or that provide for an expenditure or aggregate expenditures by or revenues to Vendor in excess of \$50,000 during the current or any future year, based solely on the terms thereof and without regard to any expected increases in volumes, revenues, or activities (collectively, the "**Material Contracts**"). Assuming the assumption thereof, payment of all Cure Costs, and provision of adequate assurance of future performance, to Vendor's Knowledge, (i) all such Material Contracts are the valid and legally binding obligations of Vendor and the other parties thereto and (ii) are enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally; and the obligation to pay Cure Costs. Excluding provisions that cause or constitute a breach or default upon the commencement or filing of bankruptcy proceedings or insolvency, to Vendor's Knowledge, (A) Vendor is not in breach or default in any material respect of any of its obligations under any such Material Contract, nor (B) has any event occurred which constitutes, or which with notice or lapse of time or both would constitute, a material breach or default by Vendor under any such Material Contract. To Vendor's Knowledge, Vendor has not given or received written notice of any action to terminate, cancel, rescind, not renew or procure a judicial reformation of any such Material Contract or any provision thereof;
- (k) as of the Effective Time, there are no outstanding authorities for expenditures or other commitments for capital expenditures with respect to any of the Assets that have been proposed by any Person having authority to do so that exceed \$50,000 (net to Vendor's interest in such Asset);
- (l) except as set forth on Schedule 4.1(l), no bonds, letters of credit or other similar credit support instruments are maintained by Vendor with any Person with respect to Vendor's ownership or operation of the Assets (collectively, the "**Credit Support**");
- (m) Except as set forth on Schedule 4.1(m), to Vendor's Knowledge, there are no Wells that: (i) Vendor is obligated by any Applicable Law or Contract to currently plug, dismantle or abandon; or (ii) have been plugged, dismantled or abandoned in a manner that does not comply in all respects with applicable Law or Contract. Schedule 4.1(m) contains a list of (A) all Wells operated by Vendor that are inactive as of the Execution Date and (B) the Wells of which Vendor is the operator as of the Execution Date;
- (n) except as set forth on Schedule 4.1(n) or Exhibit H, (i) all Tax Returns with respect to Asset Taxes required to be filed by Vendor have been duly and timely filed; (ii) all Asset Taxes owed by Vendor

have been paid in full; (iii) Vendor does not have in force any waiver of any statute of limitations in respect of Asset Taxes or any extension of time with respect to an Asset Tax assessment or deficiency; (iv) no extension of time within which to file any Tax Return by Vendor with respect to any Asset Tax is currently in effect; (v) there are no Liens on any of the Assets related to any unpaid Taxes other than Permitted Encumbrances; (vi) no audit, litigation or other similar proceeding against Vendor with respect to Asset Taxes is presently pending, and Vendor has not received written notice of any pending claim against it (which remains outstanding) from any applicable Governmental Authority for assessment of Asset Taxes and, to Vendor's Knowledge, no such claim has been threatened; and (vii) none of the Assets is subject to any tax partnership agreement or is otherwise treated, or to Vendor's Knowledge required to be treated, as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code;

- (o) To the extent that Vendor has made any representations or warranties in this section 4.1 in connection with matters relating to non-operated Assets, each and every such representation and warranty shall be deemed to be qualified by the phrase "to Vendor's Knowledge".

4.2 Representations and Warranties of Purchaser

Purchaser makes the following representations and warranties to Vendor as of the Execution Date and as of the Closing Date:

- (a) Purchaser is a limited liability company, duly formed, validly existing and is authorized to carry on business in the jurisdiction(s) in which the Properties are located;
- (b) Purchaser has full limited liability company capacity, power and authority to purchase and acquire the right, title and interest of Vendor in and to the Assets according to the terms and provisions of this Agreement;
- (c) except for obtaining the Court Order and the Bankruptcy Court Order, the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite limited liability company actions and will not result in any violation of, be in conflict with, or constitute a default under, any organizational document to which Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, any term or provision of any agreement or document to which Purchaser is party or by which Purchaser is bound, nor under any Order, statute, regulation, rule or license applicable to Purchaser;
- (e) provided the Court Order and the Bankruptcy Court Order are obtained, this Agreement and any other agreements delivered in connection herewith to which Purchaser is a party constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms;
- (f) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body exercising jurisdiction over Purchaser or the Assets is required for the due execution, delivery and performance by Purchaser of this Agreement, other than authorizations, approvals or exemptions from requirement therefor previously obtained and currently in force or to be obtained prior to or after Closing;
- (g) Purchaser has access to funds in an aggregate amount sufficient to pay: (i) all amounts required to be paid by Purchaser under this Agreement; and (ii) all expenses which have been or will be incurred by Purchaser in connection with this Agreement and the Transaction; and
- (h) Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees in respect of this Agreement or the Transaction for which Vendor shall have any obligation or liability.

4.3 Limitation of Representations by Vendor

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR EXPRESSLY NEGATES ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY VENDOR PURSUANT TO SECTION 2.6(a)(iii), WHETHER WRITTEN OR VERBAL, MADE BY VENDOR OR ITS REPRESENTATIVES AND IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VENDOR DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED, WHETHER VERBAL OR IN WRITING, TO PURCHASER OR ANY OF ITS REPRESENTATIVES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY VENDOR PURSUANT TO SECTION 2.6(a)(iii), VENDOR'S INTEREST IN AND TO THE ASSETS SHALL BE PURCHASED ON A STRICTLY "AS IS, WHERE IS" BASIS AND IN THEIR PRESENT CONDITION "WITH ALL FAULTS AS TO ALL MATTERS," AND, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY VENDOR PURSUANT TO SECTION 2.6(a)(iii), THERE ARE NO COLLATERAL AGREEMENTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER MADE BY VENDOR, EXPRESS OR IMPLIED, ARISING AT LAW, BY STATUTE, IN EQUITY OR OTHERWISE, WITH RESPECT TO THE ASSETS AND IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY VENDOR PURSUANT TO SECTION 2.6(a)(iii), THERE ARE NO COLLATERAL AGREEMENTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES MADE BY VENDOR, EXPRESS OR IMPLIED, ARISING AT LAW, BY STATUTE, IN EQUITY OR OTHERWISE WITH RESPECT TO:

- (i) ANY ENGINEERING, GEOLOGICAL OR OTHER INTERPRETATION OR ECONOMIC EVALUATIONS RESPECTING THE ASSETS;
- (ii) THE QUALITY, QUANTITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES WITHIN OR UNDER THE PROPERTIES OR ANY LANDS POOLED OR UNITIZED THEREWITH;
- (iii) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR THE REVENUES OR CASH FLOWS FROM FUTURE PRODUCTION FROM THE PROPERTIES;
- (iv) THE RATES OF PRODUCTION OF PETROLEUM SUBSTANCES FROM THE PROPERTIES;
- (v) THE ENVIRONMENTAL STATE OR CONDITION OF THE PROPERTIES;
- (vi) THE AVAILABILITY OR CONTINUED AVAILABILITY OF FACILITIES, SERVICES OR MARKETS FOR THE PROCESSING, TRANSPORTATION OR SALE OF ANY PETROLEUM SUBSTANCES;
- (vii) THE QUALITY, CONDITION, FITNESS, SUITABILITY, SERVICEABILITY OR MERCHANTABILITY OF ANY TANGIBLE DEPRECIABLE EQUIPMENT OR PROPERTY INTERESTS WHICH COMPRISE THE ASSETS (INCLUDING THE TANGIBLES);
- (viii) THE ACCURACY OR COMPLETENESS OF THE DATAROOM INFORMATION OR ANY OTHER DATA OR INFORMATION SUPPLIED BY THE VENDOR OR ANY OF ITS REPRESENTATIVES IN CONNECTION WITH THE ASSETS;
- (ix) THE SUITABILITY OF THE ASSETS FOR ANY PURPOSE;

- (x) THE VALIDITY OR ENFORCEABILITY OF THE ASSIGNED CONTRACTS OR THE ABILITY TO ASSIGN ANY OF THE ASSIGNED CONTRACTS;
 - (xi) THE NATURE AND QUANTUM OF THE ASSUMED LIABILITIES;
 - (xii) COMPLIANCE WITH APPLICABLE LAWS; OR
 - (xiii) THE TITLE AND INTEREST OR OWNERSHIP OF VENDOR IN AND TO THE ASSETS.
- (b) AFTER AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS AND WAIVERS GIVEN IN AND UNDER THIS AGREEMENT SHALL BE CONSIDERED MATERIAL AND INTEGRAL PARTS OF THIS AGREEMENT, WITH CONSIDERATION GIVEN THEREFOR, AND ACKNOWLEDGES THAT ALL DISCLAIMERS AND WAIVERS ARE "CONSPICUOUS" AND, HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER, AND THAT PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL DISCLAIMERS AND WAIVERS.
- (c) Without restricting the generality of the foregoing, Purchaser acknowledges that it has made (or will make prior to Closing) its own independent investigation, analysis, evaluation and inspection of Vendor's interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets and those matters specifically enumerated in section 4.3(a).
- (d) Except with respect to the representations and warranties in section 4.1 of this Agreement and in the Officer's Certificate delivered by Vendor pursuant to section 2.6(a)(iii) or in the event of fraud, Purchaser forever releases and discharges Vendor and its Representatives from any Claims and all liability to Purchaser or Purchaser's assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Purchaser by Vendor or its Representatives prior to or pursuant to this Agreement, including any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Vendor, or otherwise in Vendor's possession.
- (e) **PURCHASER ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL, GAS AND WATER AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER HAZARDOUS SUBSTANCES LOCATED ON, UNDER OR ASSOCIATED WITH THE ASSETS AND THE ASSETS MAY ALSO CONTAIN PREVIOUSLY PLUGGED AND ABANDONED WELLS, BURIED PIPELINES, STORAGE TANKS, AND OTHER EQUIPMENT, WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY NOT BE KNOWN BY VENDOR OR BE READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS. EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS; THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES; AND NORM CONTAINING MATERIAL AND OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE BEEN BURIED, COME IN CONTACT WITH THE SOIL OR OTHERWISE BEEN DISPOSED OF ON OR AROUND THE ASSETS. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES, INCLUDING HYDROGEN SULFIDE GAS AND NORM FROM THE ASSETS. FROM AND AFTER THE CLOSING, PURCHASER SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE ASSETS (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, NORM AND OTHER WASTES), PRESENT AFTER THE CLOSING DATE,**

IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

**ARTICLE 5
SURVIVAL**

5.1 Survival of Representations and Warranties and Covenants

Each Party acknowledges that the other may rely on the representations and warranties made by such Party pursuant to section 4.1 or 4.2, as the case may be. The representations and warranties in sections 4.1 and 4.2 shall terminate upon, and not survive, the Closing. The covenants and agreements of the Parties contained in this Agreement to be performed at or prior to the Closing Date shall terminate upon, and not survive, the Closing. All covenants and agreements of the Parties contained in this Agreement to be performed after the Closing Date shall survive the Closing until fully performed, and each Party shall be liable to the other after the Closing for any breach thereof.

**ARTICLE 6
[INTENTIONALLY OMITTED]**

**ARTICLE 7
[INTENTIONALLY OMITTED]**

**ARTICLE 8
MAINTENANCE OF ASSETS**

8.1 Maintenance of Assets

From the Execution Date until the Closing Date, Vendor shall, to the extent that the nature of its interest permits, taking into account Vendor's status as the receiver and manager over Eagle Energy and its assets pursuant to the Appointment Order, and subject to the Assigned Leases and Interests, Permits, Surface Interests, and the Assigned Contracts:

- (a) (i) maintain and operate the Assets as a reasonably prudent operator and (ii) act with respect to the Assets in good faith and in the ordinary course of business consistent with past practices of Vendor, in each case, in material compliance with all Applicable Laws and Orders;
- (b) to the extent permitted by Applicable Law, timely pay all Taxes that are imposed on or with respect to the Assets that become due and payable, excluding Taxes that Vendor is contesting in good faith through appropriate proceedings and which are listed on Schedule 4.1(n) and Exhibit H; and
- (c) pay all associated operating costs incurred by the Vendor in a timely fashion.

8.2 Consent of Purchaser

Notwithstanding section 8.1 and subject to Applicable Laws and Orders (including in relation to the receivership proceedings of Eagle Energy and such proceedings themselves), Vendor shall not from the Execution Date to the Closing Date, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, shall be provided in a timely manner, or unless as ordered or authorized by the Court or the US Bankruptcy Court:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Assets of which Vendor's share is in excess of \$50,000.00, except in case of an emergency required to protect life, property or the environment or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent pursuant to any applicable joint operating agreement;

- (b) surrender or abandon any of the Assets (except for the surrender or abandonment of any Assigned Lease and Interest to the extent such Assigned Lease and Interest terminates pursuant to its terms), unless an expenditure of money is required to avoid the surrender or abandonment and Purchaser does not agree to pay same in a timely fashion;
- (c) materially amend or terminate any Assigned Leases and Interests or Material Contract or enter into any new Contract relating to the Assets;
- (d) sell, encumber or otherwise dispose of any of the Assets or any part or portion thereof excepting sales of Petroleum Substances in the normal course of business;
- (e) settle any material Proceeding or waive any material Claims or rights of material value, in each case, attributable to the Assets and affecting the period after the Effective Time; or
- (f) voluntarily relinquish its position as operator with respect to any of the Assets that Vendor operates as of the Execution Date.

Vendor shall from the Execution Date to the Closing Date give written notice to Purchaser as soon as practicable of any written notice received or given by Vendor with respect to any (i) alleged breach by Vendor or any Third Party of any Lease or Material Contract, (ii) alleged violation of Law by Vendor, any of its Affiliates or a Third Party operator with respect to any of the Assets, (iii) lawsuit, Proceeding or Claim with respect to any of the Assets or (iv) termination of any Lease (other than as a result of the expiration of such Lease pursuant to its terms).

8.3 Proposed Actions

If an operation or the exercise of any right or option respecting the Assets is proposed in circumstances in which such operation or the exercise of such right or option would require Purchaser's consent as set forth in section 8.2, the following shall apply to such operation or the exercise of such right or option (hereinafter referred to as the "**Proposal**"):

- (a) Vendor shall promptly give Purchaser notice of the Proposal, describing the particulars in reasonable detail;
- (b) Purchaser shall, not later than twenty four (24) hours prior to the time Vendor is required to make its election with respect to the Proposal, advise Vendor, by notice, whether Purchaser consents to the exercise by Vendor of its rights with respect to the Proposal, provided that Purchaser's failure to make such election within such period shall be deemed to be Purchaser's election not to participate in the Proposal;
- (c) Vendor shall make the election authorized by Purchaser with respect to the Proposal within the period during which Vendor may respond to the Proposal; and
- (d) Purchaser's election not to participate in any Proposal required to preserve the existence of any of the Assets and any termination of Vendor's interest therein as a result of such election shall not constitute a failure of Vendor's representations and warranties pertaining to such Assets.

8.4 [Intentionally Omitted.]

8.5 Transfer of Operatorship

Insofar as Vendor operates any of the Assets, subject to sections 3.1(e) and 3.1(g), Purchaser acknowledges that Vendor has made no representations or warranties respecting Vendor's ability to transfer operatorship of some or all of such Assets to Purchaser at or after Closing.

**ARTICLE 9
ADDITIONAL AGREEMENTS**

9.1 Taxes

- (a) Vendor shall be allocated, bear and pay all ad valorem, property, excise, severance, production, sales, use and similar Taxes based upon acquisition, operation or ownership of the Assets or the production of Petroleum Substances or the receipt of proceeds therefrom (but excluding, for the avoidance of doubt, Income Taxes and Sales Taxes) (collectively, the “**Asset Taxes**”) attributable to (i) any Tax period ending prior to the Effective Time and (ii) the portion of any Straddle Period ending prior to the Effective Time. Purchaser shall be allocated, bear and pay all Asset Taxes attributable to (i) any Tax period beginning at or after the Effective Time and (ii) the portion of any Straddle Period beginning at the Effective Time. For purposes of the foregoing allocations between Vendor and Purchaser of Asset Taxes, (1) Asset Taxes that are attributable to the severance or production of Petroleum Substances (other than such Asset Taxes described in clause (3), below) shall be allocated to the period in which the severance or production giving rise to such Asset Taxes occurred, (2) Asset Taxes that are based upon or related to sales or receipts or imposed on a transactional basis (other than such Asset Taxes described in clause (1) or (3)), shall be allocated to the period in which the transaction giving rise to such Asset Taxes occurred; and (3) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis pertaining to a Straddle Period shall be allocated between the portion of such Straddle Period ending immediately prior to the Effective Time (which shall be Vendor’s responsibility) and the portion of such Straddle Period beginning at the Effective Time (which shall be Purchaser’s responsibility) by prorating each such Asset Tax based on the number of days in the applicable Straddle Period that occur before the Effective Time, on the one hand, and the number of days in such Straddle Period that occur on or after the Effective Time, on the other hand.
- (b) The Parties shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation, or other Proceeding with respect to Taxes, in each case, relating to the Assets. Such cooperation shall include, upon request, as promptly as practicable, furnishing to each other records and information that is in their or their Affiliates’ possession (including providing access to books and records and Tax Returns and related working papers related to pre-Closing Tax periods) and providing assistance that is relevant to any such Tax Returns or audit, litigation or other Proceeding; provided, however, that neither Purchaser nor Vendor shall be required to disclose the contents of its Income Tax Returns to any Person.

9.2 Financial Assurance and Credit Support

It shall be the sole obligation of Purchaser, at Purchaser's sole cost and expense, to provide any and all financial assurances and other documentation required by Governmental Authorities or Third Parties under the Assigned Leases and Interests, Assigned Contracts or Applicable Law to permit the transfer to Purchaser, and registration of Purchaser as owner and/or operator (as the context requires), of any of the Assets. Purchaser acknowledges that Vendor has no duty to maintain any Credit Support or other financial assurance following the Closing, and Purchaser agrees to use commercially reasonable efforts to cooperate with Vendor's efforts to secure the release of any Credit Support or other financial assurance posted by Vendor, such cooperation to include, if necessary, the provision by Purchaser of a guaranty or letter of credit to secure Purchaser's payment and/or performance under any Assigned Contracts or Assigned Leases and Interests after the Closing. If any Credit Support or other financial assurance remains outstanding as of the Closing Date, then Purchaser shall indemnify Vendor and hold it harmless against any losses that Vendor may incur under any such Credit Support or other financial assurance from and after the Effective Time.

9.3 Bankruptcy Court Approval

- (a) Vendor and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assigned Contracts and Assigned Leases and Interests are subject to approval of the US Bankruptcy Court and the Court.
- (b) Purchaser agrees that it will promptly take all such actions as are reasonably requested by Vendor to assist in obtaining US Bankruptcy Court approval and approval of the Court of the sale of the Assets and the assumption and assignment of the Assigned Contracts and Assigned Leases and Interests, including furnishing affidavits or other documents or information for filing with the US Bankruptcy Court or the Court and making witnesses available to testify, for the purposes, among others, of (i) providing necessary assurances of performance by Purchaser under this Agreement, (ii) demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the US Bankruptcy Code and (iii) establishing adequate assurance of future performance within the meaning of section 365 of the US Bankruptcy Code.
- (c) If an appeal is taken or a stay pending appeal is requested from the Court Order or the Bankruptcy Court Order, then Vendor promptly shall notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or Order of stay. Vendor also shall provide Purchaser with written notice of any motion or application filed in connection with any appeal from either such orders. In the event the entry of the Court Order or Bankruptcy Court Order is appealed, Vendor and Purchaser shall use their respective reasonable efforts to defend such appeal.
- (d) Vendor shall provide proper and timely notice of the sale of the Assets free and clear of Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) and the other Transactions contemplated hereby, the US Sale Motion and the hearing on the US Sale Motion before the US Bankruptcy Court in accordance with the requirements of the US Bankruptcy Code including, but not limited to, Rules 2002, 6004 and 6006 of the US Federal Rules of Bankruptcy Procedure on: (a) all creditors of Eagle Energy, (b) all counterparties to Assigned Contracts, Excluded Contracts and Assigned Leases and Interests, (c) all parties holding Hard Consents or a Right of First Refusal, and (d) all other parties in interest in the Chapter 15 Cases.

9.4 Casualty Loss

If, after the Execution Date but prior to the Closing Date any material part of the Assets suffers a Casualty Event or if proceedings for condemnation or under the right of eminent domain are pending or threatened after the Execution Date but prior to Closing, then:

- (a) Vendor promptly shall give notice to Purchaser of such occurrence, including reasonable particulars with respect thereto;
- (b) this Agreement shall remain in full force and effect, and Purchaser nevertheless shall be required to complete the Transaction; and
- (c) without recourse against Vendor, Vendor shall transfer to Purchaser all right, title and interest of Vendor to insurance and other Claims against Third Parties, including condemnation proceeds, arising out of such occurrence.

Notwithstanding anything to the contrary herein, at the Closing, the Assets affected by a Casualty Event or any pending or threatened proceedings for condemnation or under the right of eminent domain shall be included in the Closing, and there shall be no reduction to the Purchase Price in relation to such Casualty Event or pending or threatened proceeding. Except as set forth in this section 9.4, Vendor shall have no other liability or responsibility to Purchaser with respect to a Casualty Event, **EVEN IF SUCH CASUALTY EVENT SHALL HAVE RESULTED FROM, OR SHALL HAVE ARISEN OUT OF, THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, OR VIOLATION OF AN APPLICABLE LAW BY VENDOR OR ANY OF ITS AFFILIATES OR REPRESENTATIVES.**

9.5 Post-Closing Revenue

Following Closing and to the extent to which Purchaser must be novated into or assigned the Assigned Contracts or otherwise recognized as the owner of the Assets, until that novation, assignment or recognition has been effected, Vendor shall receive any and all trade credits, accounts receivable and other proceeds, income or revenues attributable to the Assets as bare trustee and shall promptly remit such proceeds, income and revenues to Purchaser. Notwithstanding any other provision of this Agreement, the terms and provisions of this section 9.5 shall survive the Closing without limitation.

9.6 Release and Covenant not to Sue

ON THE CLOSING DATE, EACH OF RECEIVER AND VENDOR (IN ITS OWN RIGHT AND ON BEHALF OF ITS AFFILIATES, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS) WILL BE DEEMED TO EXPRESSLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT IT HAS NO SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, DEFENSES, CLAIMS, CAUSES OF ACTION, ACTIONS OR DAMAGES OF ANY CHARACTER OR NATURE, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT, OR INDIRECT, AGAINST PURCHASER, THE ADMINISTRATIVE AGENT OR ANY LENDER UNDER THE CREDIT AGREEMENT, ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS OR REPRESENTATIVES OR ANY OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "**LENDER-RELATED PARTIES**"). FROM AND AFTER THE CLOSING DATE, EACH OF RECEIVER AND VENDOR WILL BE DEEMED TO KNOWINGLY AND UNCONDITIONALLY WAIVE AND FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE THE LENDER-RELATED PARTIES FROM, AND TO COVENANT NOT TO SUE THE LENDER-RELATED PARTIES FOR, ANY AND ALL SETOFFS, COUNTERCLAIMS, ADJUSTMENTS, RECOUPMENTS, CLAIMS, CAUSES OF ACTION, ACTIONS, GROUNDS, CAUSES, DAMAGES, COSTS AND EXPENSES OF EVERY NATURE AND CHARACTER, WHETHER CONTINGENT, NONCONTINGENT, LIQUIDATED, UNLIQUIDATED, FIXED, MATURED, UNMATURED, DISPUTED, UNDISPUTED, LEGAL, EQUITABLE, SECURED OR UNSECURED, KNOWN OR UNKNOWN, ACTUAL OR PUNITIVE, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT, ARISING OUT OF OR FROM OR RELATED TO THE CREDIT AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH, THE CHAPTER 15 CASES AND THE RECEIVERSHIP PROCEEDINGS OF EAGLE ENERGY BEFORE THE COURT WHICH EACH OF RECEIVER OR VENDOR OR ANY OF ITS AFFILIATES NOW OWNS AND HOLDS, OR HAS AT ANY TIME HERETOFORE OWNED OR HELD, SUCH WAIVER, RELEASE AND DISCHARGE BEING MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CIRCUMSTANCES AND EFFECTS OF SUCH WAIVER, RELEASE AND DISCHARGE AND AFTER HAVING CONSULTED LEGAL COUNSEL OF ITS OWN CHOOSING WITH RESPECT THERETO. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NOTHING CONTAINED IN THIS SECTION 9.6 SHALL CONSTITUTE A RELEASE OR WAIVER OF ANY RIGHTS OF RECEIVER OR VENDOR EXPLICITLY PROVIDED FOR IN THIS AGREEMENT.

ARTICLE 10 PURCHASER'S REVIEW AND ACCESS TO BOOKS AND RECORDS

10.1 Vendor to Provide Access

- (a) Until the date that is two Business Days prior to the Closing Date, Vendor shall, subject to contractual restrictions in favour of Third Parties relative to disclosure applicable to Vendor (provided that Vendor shall use commercially reasonable efforts to obtain waivers of any such restrictions from the applicable parties) and Applicable Law, at the offices of Vendor during normal business hours and, to the extent reasonably requested by Purchaser by no less than two Business Days' prior written notice, provide reasonable access for Purchaser and its authorized Representatives to Vendor's records, books, accounts, documents, files, reports, information, materials, filings, and data, to the extent they relate to the Assets (insofar as Vendor can reasonably

provide such access) for the purpose of Purchaser's review of the Assets and title thereto; provided, however, that such access shall not interfere with the ordinary conduct of business or the operation of the Assets and at all times during such access, Purchaser and/or its authorized Representatives shall be accompanied by at least one Representative of Vendor.

- (b) Until the date that is two Business Days prior to the Closing Date, upon at least two Business Days' prior written notice, Purchaser shall have the right, at its sole cost, liability, and expense, to conduct a Phase I Environmental Site Assessment; provided, however that (i) any entry by Purchaser onto the Assets and such Phase I Environmental Site Assessment shall not interfere with the ordinary conduct of business or operation of the Assets and (ii) at all times during such entry, Purchaser's authorized Representatives shall be accompanied by at least one Representative of Vendor. Such Phase I Environmental Site Assessment shall be conducted during Vendor's normal business hours, and Purchaser and any of its Representatives participating in such Phase I Environmental Site Assessment shall be accompanied at all times by a Vendor Representative. No sampling or other invasive inspections of the Assets may be conducted without Vendor's prior written consent. Vendor shall have the right, which it may exercise at its sole discretion, (1) to observe any such investigation by Purchaser or its Representative and (2) promptly receive a copy of all results, analyses, reports, and reviews resulting from any such investigation (except to the extent that attorney-client privilege applies to any such information). All information obtained or reviewed by Purchaser shall be maintained confidential by Purchaser and shall be governed by the terms of the Confidentiality Agreement.

10.2 Access to Information

After Closing and subject to contractual restrictions in favour of Third Parties relative to disclosure, Purchaser shall, on reasonable request from Vendor, provide reasonable access to Vendor at Purchaser's offices, during its normal business hours, to the agreements and documents to which the Assets are subject and the contracts, agreements, records, books, documents, licenses, reports and data included in the Records which are then in the possession or control of Purchaser and to make copies thereof (at Vendor's sole cost), as Vendor may reasonably require, including for purposes relating to:

- (a) Eagle Energy's or Vendor's ownership of the Assets, including Tax matters and Liabilities and Claims that arise from or relate to acts, omissions, events, circumstances or operations on or before the Closing Date, to the extent relating to any of the Retained Liabilities or Excluded Assets;
- (b) enforcing its rights under this Agreement;
- (c) matters related to compliance with Applicable Law, to the extent relating to any of the Retained Liabilities or Excluded Assets; or
- (d) any Claim commenced or threatened in writing by any Third Party against Eagle Energy or Vendor, to the extent relating to any of the Retained Liabilities or Excluded Assets.

10.3 Maintenance of Information

All of the information, materials and other records relating to the Assets (a) delivered to Purchaser pursuant to the terms hereof shall be maintained in a reasonably accessible location by Purchaser for a period of two years from the Closing Date or (b) if kept by or delivered to Vendor after the Closing pursuant to the terms hereof shall be kept confidential by Vendor and shall not be disclosed by Vendor to any Third Party, except as otherwise required under Applicable Law or pursuant to any legal, administrative, judicial or arbitral process, for a period of two years from the Closing Date or the date of such delivery, as applicable.

**ARTICLE 11
GENERAL**

11.1 Termination

Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

- (a) by Vendor or Purchaser:
 - (i) if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the transactions contemplated hereby, where such ruling or Order was not requested, encouraged, or supported by Vendor or Purchaser;
 - (ii) by mutual written consent of Vendor and Purchaser;
 - (iii) if the Closing has not occurred by the close of business on July 31, 2020 (the “**Outside Date**”); provided, however, that (1) Purchaser shall be permitted to terminate this Agreement pursuant to this section 11.1(a)(iii) only if (x) Purchaser is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein and (y) Purchaser has provided written notice to Vendor of its intention to exercise its rights under this section 11.1(a)(iii), and Vendor has not provided written notice to Purchaser that it is ready, willing, and able to close the Transaction on or before the date that is five Business Days after the date of such notice from Purchaser, and (2) Vendor shall be permitted to terminate this Agreement pursuant to this section 11.1(a)(iii) only if (x) Vendor is not in material breach of any of its representations, warranties, covenants or agreements contained herein and (y) Vendor has provided written notice to Purchaser of its intention to exercise its rights under this section 11.1(a)(iii), and Purchaser has not provided written notice to Vendor that it is ready, willing and able to close the Transaction on or before the date that is five Business Days after the date of such notice from Vendor; or
 - (iv) if the US Bankruptcy Court enters an Order dismissing, or converting into cases under chapter 7 of the US Bankruptcy Code, any of the Chapter 15 Cases, where such Order was not requested, encouraged, or supported by Vendor;
- (b) By Purchaser, if Vendor breaches any of Vendor’s agreements, covenants, representations or warranties contained herein, and such breach would result in the failure of a condition set forth in section 3.3(a) or section 3.3(b) or a material breach by Vendor of the Bankruptcy Court Order or the Court Order, and, in each case, the failure of Vendor to cure such breach within 10 days after receipt of the Purchaser Termination Notice; provided, however, that (i) Purchaser is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bankruptcy Court Order or the Court Order, (ii) Purchaser notifies Vendor in writing (the “**Purchaser Termination Notice**”) of its intention to exercise its rights under this section 11.1(b) as a result of such breach, and (iii) Purchaser specifies in the Purchaser Termination Notice the representation, warranty, covenant, or agreement contained herein or in the Bankruptcy Court Order or the Court Order of which Vendor is allegedly in breach and a description of the specific factual circumstances to support the allegation; or
- (c) By Vendor, if Purchaser breaches any of Purchaser’s agreements, covenants, representations or warranties contained herein, and such breach would result in the failure of a condition set forth in section 3.4(a) or 3.4(b) to be satisfied or a material breach by Purchaser of the Bankruptcy Court Order or the Court Order, and, in each case, the failure of Purchaser to cure such breach within 10 days after receipt of the Seller Termination Notice; provided, however, that Vendor (i) is not itself in material breach of any of its representations, warranties, covenants, or agreements contained herein or in the Bankruptcy Court Order or the Court Order, (ii) notifies Purchaser in writing (the

“Vendor Termination Notice”) of its intention to exercise its rights under this section 11.1(c) as a result of such breach, and (iii) specifies in the Vendor Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bankruptcy Court Order or the Court Order of which Purchaser is allegedly in breach and a description of the specific factual circumstances to support the allegation;

provided that, notwithstanding anything to the contrary set forth above, either Party may, if it is unable to terminate this Agreement pursuant to Sections 11.1(a)(iii), 11.1(b) or 11.1(c) solely due to the reasons set forth in sections 11.1(a)(iii)(1)(x), 11.1(a)(iii)(2)(x), 11.1(b)(i) or 11.1(c)(i), as applicable (in a circumstance where such Party would otherwise have the right to terminate this Agreement), terminate this Agreement prior to Closing under section 11.1(a)(iii), 11.1(b) or 11.1(c), as applicable, at any time following the thirtieth (30th) day after the Outside Date unless, in the case of Vendor as a terminating Party, prior to Vendor so terminating this Agreement, Purchaser has commenced an appropriate proceeding to enforce its rights of specific performance hereunder.

In the event of a termination of this Agreement pursuant to this section 11.1, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of either Party to the other Party; provided, however, that nothing herein shall relieve either Party from Liability for breach of this Agreement prior to such termination. The provisions of this paragraph and, to the extent applicable to the interpretation or enforcement of the same, Article 1 and the other provisions of this Article 11, shall expressly survive the termination of this Agreement.

11.2 Further Assurances

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds, documents and instruments as shall be reasonably required to fully perform and carry out the terms of this Agreement and to consummate the Transaction.

11.3 No Merger

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the rights, title and interests of Vendor in and to the Assets to Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

11.4 Receiver

Purchaser acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Eagle Energy, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Agreement, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise, except in the case of fraud, gross negligence or willful misconduct of Receiver.

11.5 Entire Agreement

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement, the Schedules and Exhibits hereto and any and all documents and agreements of the Parties delivered in connection herewith supersede all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and express the entire agreement of the Parties with respect to the subject matter hereof.

11.6 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

- (a) Except to the extent the mandatory provisions of the US Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Texas applicable hereto.
- (b) Without limitation of any Party's right to appeal any Order of the US Bankruptcy Court, (i) the US Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all Claims relating to the foregoing shall be filed and maintained only in the US Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the US Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided, however, that, if the Chapter 15 Case is closed, all Proceedings arising out of or relating to this Agreement shall be heard and determined in a Texas state court or a federal court sitting in the United States District Court for the Northern District of the State of Texas, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with section 11.10) or any other manner permitted by Applicable Law.
- (c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF VENDOR, PURCHASER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.7 Signs and Notifications

Within 90 days following Closing, Purchaser shall remove any signage which indicates Eagle Energy's ownership or operation of the Assets. It shall be the responsibility of Purchaser to erect or install any signage required by applicable Governmental Authorities indicating Purchaser to be the owner or operator of the Assets.

11.8 Assignment

This Agreement may not be assigned by a Party without the prior written consent of the other Party; provided, that Purchaser shall be permitted, upon notice to Vendor and Receiver, to assign all or part of its rights or obligations hereunder (including obligations related to the Assumed Liabilities) to one or more of its Affiliates. Any such assignment by Purchaser to its Affiliate shall not relieve Purchaser of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

11.9 Time of Essence

Time shall be of the essence in this Agreement.

11.10 Notices

The addresses and email addresses of the Parties for delivery of notices hereunder shall be as follows:

Vendor - FTI Consulting Canada Inc.
Suite 1610, 520 – 5th Avenue SW
Calgary, AB T2P 3R7

Attention: Deryck Helkaa / Dustin Olver
Email: deryck.helkaa@fticonsulting.com /
dustin.olver@fticonsulting.com

with a copy (which shall not constitute notice) to -

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary Alberta T2P 4H2 Canada

Attention: Howard A. Gorman / Thomas R. Collopy
Email: howard.gorman@nortonrosefulbright.com/
thomas.collopy@nortonrosefulbright.com

Purchaser - White Oak Global Advisors, LLC
Suite 550, 3 Embarcadero Center
San Francisco, CA 94111

Attention: Kyle Landau
Email: klandau@whiteoaksf.com

with a copy (which shall not constitute notice) to -

Vinson & Elkins L.L.P.
2001 Ross Avenue
Suite 3900
Dallas, TX 75201

Attention: Cris Dewar
Email: cdewar@velaw.com

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

- (a) by delivery to a Party between 8:00 a.m. and 4:00 p.m. on a Business Day at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party when it is delivered;
- (b) by email to a Party to the email address of such Party for notices, in which case, if the notice was sent prior to 4:00 p.m. on a Business Day, the notice shall be deemed to have been received by that Party when it was sent and if it is sent on a day which is not a Business Day or is sent after 4:00 p.m. on a Business Day, it shall be deemed to have been received on the next following Business Day; or
- (c) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by first class registered postage prepaid mail to a Party at the address of such Party for notices, in which case, the notice shall be deemed to have been received by that Party on the fourth (4th) Business Day following the date of mailing.

A Party may from time to time change its address for service, email address or designated representative by giving written notice of such change to the other Party.

11.11 Invalidity of Provisions

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Upon any such determination that any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, 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 Transaction is fulfilled to the extent possible, and the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

11.12 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is delivered in writing by such Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

11.13 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

11.14 Confidentiality and Public Announcements

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Assets and the Transaction and shall not release any information concerning this Agreement and the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained in this section 11.14 shall prevent a Party at any time from furnishing information (i) to any Governmental Authority or regulatory authority or to the public or otherwise if required by Applicable Law or as directed or requested by any Governmental Authority or regulatory authority (including in relation to the receivership proceedings of Eagle Energy and such proceedings themselves); (ii) in connection with obtaining the Court Order and the Bankruptcy Court Order; (iii) to its professional advisors on a need-to-know basis; or (iv) as required to Eagle Energy's secured creditors.

11.15 No Third Party Beneficiaries

Except as otherwise expressly provided herein, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.16 Specific Performance

Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby (including the satisfaction of any condition to Closing) are special, unique and of extraordinary character and that, if any Party violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Party will be without an adequate remedy at law. If any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party, subject to the terms hereof, may, except to the extent that this Agreement has been validly terminated, institute and prosecute an Action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief without the necessity of

proving actual damages and without any requirement to post a bond; provided that, notwithstanding anything to the contrary set forth herein, Vendor shall not be permitted, and shall have no right, to seek specific performance of Purchaser's obligation to consummate the Transaction. If any such Action is brought to enforce the provisions of this Agreement, then no Party will allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at law. The Parties further agree that by seeking any remedy provided for in this section 11.16, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such Party under this Agreement and nothing in this section 11.16 shall require any Party to institute any Action for (or limit such Party's right to institute any Action for) specific performance under this section 11.16 before exercising any other right under this Agreement.

11.17 Expenses

Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each Party will pay its own costs and expenses incurred in anticipation of, relating to, and in connection, with the negotiation and execution of this Agreement and any other agreement, document or instrument contemplated hereby and the transactions contemplated hereby and thereby.

11.18 Non-Recourse

No past, present or future director, officer, employee, contractor, agent, incorporator, member, partner or equityholder of the Parties shall have any liability for any obligations or liabilities of Vendor or Purchaser, as applicable, under this Agreement or any other agreement, document or instrument entered into in connection herewith or for any Claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. Any Claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as parties hereto or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties to this Agreement, no other party shall have any liability or obligation for any of the representations, warranties, covenants, agreements, obligations or liabilities of any Party under this Agreement or the agreements, documents or instruments contemplated hereby or for any Action or Proceeding based on, in respect of, or by reason of, the transactions contemplated hereby or thereby (including the breach, termination or failure to consummate such transactions), in each case whether based on contract, tort, fraud, strict liability, other Laws or otherwise and whether by piercing the corporate veil, by a Claim by or on behalf of a Party hereto or another Person or otherwise.

11.19 Counterpart Execution

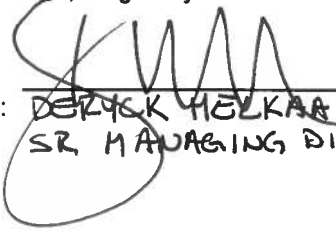
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of **EAGLE ENERGY INC.**, **EAGLE ENERGY TRUST**, **EAGLE ENERGY HOLDINGS INC.**, and **EAGLE HYDROCARBONS INC.**, and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc. "**Vendor**")

AGUILA ENERGY, LLC ("Purchaser")
By: Aguila Energy Partners, LLC, its sole member

By: 
Name: DEREK HELKA
Title: SR. MANAGING DIRECTOR

By: _____
Name: Kyle Landau
Title: Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of **EAGLE ENERGY INC.**, **EAGLE ENERGY TRUST**, **EAGLE ENERGY HOLDINGS INC.**, and **EAGLE HYDROCARBONS INC.**, and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc. "**Vendor**")

By: _____
Name:
Title:

AGUILA ENERGY, LLC ("Purchaser")
By: Aguila Energy Partners, LLC, its sole member

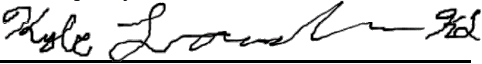
DocuSigned by:

By: _____
Name: Kyle Landau
Title: Manager

EXHIBIT A-1

ASSIGNED LEASES

See attached.

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
ROBERT E BROWN TRUSTEE	PLACID OIL COMPANY	7/12/1993	333	40	Hardeman	TX	TRACT 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	11/7/2000	386	643	Hardeman	TX	EL&RR CO SURVEY, CERT. NO. 1418, A-1672, SEC. 10, THE EAST 320 ACS
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	11/7/2000	386	713	Hardeman	TX	EL&RR CO SURVEY, CERT. NO. 1418, A-1672, SEC. 10, THE EAST 320 ACS
EDWIN J JOHNSON & BETTY JO JOHNSON	GAEDEKE OIL & GAS OPERATING LLC	9/30/2008	DI08	49108	Hardeman	TX	BEING THE SOUTH 160 ACRES , SEC 1, HE&WTRR CO SVY, A-598, HARDEMAN CO, TX
GENE GILLIAM	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49112	Hardeman	TX	ALL OF THE NORTH 293 ACRES OF SECTION 1, A-598, HE&WTRR CO SVY, HARDEMAN CO, TX & ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
GINGER GILLIAM GENDRON	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49110	Hardeman	TX	ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
GINGER GILLIAM GENDRON, ET AL	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49114	Hardeman	TX	ALL OF THE NORTH 293 ACRES OF SECTION 1, A-598, HE&WTRR CO SVY, HARDEMAN CO, TX & ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
RONNIE LYNN HANNERS JR ET AL	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49109	Hardeman	TX	ALL OF THE NORTH 293 ACRES OF SECTION 1, A-598, HE&WTRR CO SVY, HARDEMAN CO, TX & ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
RUTH GILLIAM HATCHER	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49111	Hardeman	TX	ALL OF THE NORTH 341 ACRES OF SECTION 1, A-598, HE&WTRR CO SVY, HARDEMAN CO, TX & ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
TEDDY GILLIAM & BARBARA GILLIAM	GAEDEKE OIL & GAS OPERATING LLC	10/1/2008	DI08	49113	Hardeman	TX	ALL OF SEC 4, ABSTRACT NOS 1655 & 1535, HE&WT RR CO SVY, HARDEMAN CO, TX CONTAINING 452 ACRES
JW CONN IV	GAEDEKE OIL & GAS OPERATING LLC	10/4/2008	DI08	49107	Hardeman	TX	BEING THE SOUTH 160 ACRES , SEC 1, HE&WTRR CO SVY, A-598, HARDEMAN CO, TX
MOLLIE EVANS HEIRS TRUST	CHOLLA PETROLEUM INC	11/20/2009	DI09	50501	Hardeman	TX	ALL OF SEC 2, A-1513, HE&WT RR CO SVY, HARDEMAN CO, TX & ALL OF SEC 74, A-1514, BLK H, W&NW SVY, S/E A 91.375 ACRE TRACT DESCRIBED IN VOL 420/PG 870 DEED RECORDS HARDEMAN CO, TX
PAMELA LYNN RAMSEY, ET AL	CHOLLA PETROLEUM INC	12/3/2009	DI10	50873	Hardeman	TX	ALL OF SEC 2, A-1513, HE&WT RR CO SVY, HARDEMAN CO, TX & ALL OF SEC 74, A-1514, BLK H, W&NW SVY, S/E A 91.375 ACRE TRACT DESCRIBED IN VOL 420/PG 870 DEED RECORDS HARDEMAN CO, TX

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WILLIAM ROBINSON TRUST	CHOLLA PETROLEUM INC	12/18/2009	D110	50666	Hardeman	TX	ALL OF SEC 2, A-1513, HE&WT RR CO SVY, HARDEMAN CO, TX & ALL OF SEC 74, A-1514, BLK H, W&NW SVY, S/E A 91.375 ACRE TRACT DESCRIBED IN VOL 420/PG 870 DEED RECORDS HARDEMAN CO, TX
RONNIE D. MOTT, ET UX	Tex-Brit Corporation	12/28/15	DI16-60601		Hardeman	Texas	Tract 1: 82.0 acres of land, more or less, being all of the W/2 of a 164.0 acre tract of land out of the SE corner of Section 132, Block H, W&NW RR. Co. Survey, A-957, Hardeman County, Texas, being the same land more particularly described in that certain Warranty Deed dated June 7, 2003, from Jimmie Don Ray to Ronnie Mott, recorded in Volume 403, Page 750, Official Public Records of Hardeman County, Texas. Tract 2: 204.0 acres of land, more or less, being all of the East 204.0 acres of the N/2 of Section 132, Block H, W&NW RR. Co. Survey, A-957, Hardeman County, Texas, being the same land more particularly described in that certain Warranty Deed dated December 8, 1999, from Wendell Loyd Tucker and wife, Sarah Ann Tucker, to Ronnie D. Mott and wife, Jennifer K. Mott, recorded in Volume 379, Page 253, Official Public Records of Hardeman County, Texas.
ANN MARIE JUDD MORRIS	Tex-Brit Corporation	01/18/16	DI16-60606		Hardeman	Texas	320.0 acres of land, more or less, being the West Half (W/2) of Section 111, Block H, W. & N.W. R.R. Co. Survey, A-427, Hardeman County, Texas.
THE SAMUEL R. JUDD, JR. TRUST	Tex-Brit Corporation	01/18/16	DI16-60605		Hardeman	Texas	320.0 acres of land, more or less, being the West Half (W/2) of Section 111, Block H, W. & N.W. R.R. Co. Survey, A-427, Hardeman County, Texas.
STEPP RANCH, L.P.	Tex-Brit Corporation	01/19/16	DI16-60600		Hardeman	Texas	708.0 acres of land, more or less, being all of Section 110, Block H, W. & N.W.R.R. Co. Survey A-1697, LESS AND EXCEPT: all the lands located within the boundaries of the following: (1) Stepp 110 No. 1, 80 acre Unit, (2) Stepp-Hurst 110 No. 1, 40 acre Oil Unit, (3) Stepp-Hurst 110 No. 2, 40 acre Oil Unit, (4) Stepp 110 No. 3 Well, 80 acre Unit (5) Summerlee-Stepp Unit No. 1H, 200 acre Oil & Gas Unit; Leaving herein, 396.00 acres, more or less.
KAREN WHITE	Tex-Brit Corporation	04/01/16	DI16-60602		Hardeman	Texas	Tract 1: 160.0 acres of land, more or less, being the NW/4 of Section 395, Block A, H&TC RR. Co. Survey, A-207, Hardeman County, Texas. Tract 2: 560.0 acres, being all of Section 399, Block A, H & TCRR Survey, A-205, SAVE AND EXCEPT 40 acres of land, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 22, 1995 and recorded in Volume 353, Page 153 of the Official Public Records of Hardeman County, Texas, and further SAVE AND EXCEPT 40 acres of land, more or less, being the Drilling Unit for the Judd "A" Lease Well 1. API# 19731715 Tract 3: 160.0 acres of land, more or less, being the NE/4 of Section 400, Block A, H&TC RR. Co. Survey, A-1777, Hardeman County, Texas.
WILLIAM ROBINSON TRUST	TEX-BRIT CORPORATION	9/6/2016	DI16	60997	Hardeman	TX	640 ACRES OF LAND, MORE OR LESS, BEING ALL OF SECTION 75, BLK H, W&NW RR SURVEY, A-456, HARDEMAN COUNTY, TX.
MILLIGAN FAMILY TRUST	CHARLESTON ENERGY, INC.	12/26/16	DI17-61614		Hardeman	Texas	Tract 1: 200.00 acres, more or less, situated in the Northwest corner of Section 134, Block H, W&NW RR Co. Survey and being that same acreage described in that certain Warranty Deed dated November 18, 1994 from Kenneth Wayne Milligan to Charles Edgar Milligan recorded in File No. 28133 of the Deed Records of Hardeman County, Texas. Tract 2: 206.00 acres, more or less, situated in the Southwest corner of Section 134, Block H, W&NW RR Co. Survey and being that same acreage described in that certain Warranty Deed dated November 18, 1994 from Kenneth Wayne Milligan to Charles Edgar Milligan recorded in File No. 28133 of the Deed Records of Hardeman County, Texas. The aggregate of the above two (2) tracts is 406.00 acres, more or less.

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RICHARD WAYNE MILLIGAN	CHARLESTON ENERGY, INC.	12/27/16	DI17-61615		Hardeman	Texas	<p>Tract 1: 200.00 acres, more or less, situated in the Northwest corner of Section 134, Block H, W&NW RR Co. Survey and being that same acreage described in that certain Warranty Deed dated November 18, 1994 from Kenneth Wayne Milligan to Charles Edgar Milligan recorded in File No. 28133 of the Deed Records of Hardeman County, Texas.</p> <p>Tract 2: 206.00 acres, more or less, situated in the Southwest corner of Section 134, Block H, W&NW RR Co. Survey and being that same acreage described in that certain Warranty Deed dated November 18, 1994 from Kenneth Wayne Milligan to Charles Edgar Milligan recorded in File No. 28133 of the Deed Records of Hardeman County, Texas.</p> <p>The aggregate of the above two (2) tracts is 406.00 acres, more or less.</p>
JACKIE HANNERS, a/k/a Jacky Wayland Hanners	CHARLESTON ENERGY, INC.	05/23/17	DI17-61946		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>

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HAYDEN SOMERVILLE	CHARLESTON ENERGY, INC.	06/05/17	DI17-61951		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>

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<p>JANA SUE HANNERS TURNER, ET AL</p>	<p>CHARLESTON ENERGY, INC.</p>	<p>06/05/17</p>	<p>DI17-61950</p>		<p>Hardeman</p>	<p>Texas</p>	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>
<p>LISA ANN HANNERS GLIDEWELL</p>	<p>CHARLESTON ENERGY, INC.</p>	<p>06/05/17</p>	<p>DI17-61949</p>		<p>Hardeman</p>	<p>Texas</p>	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>

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RUTH GILLIAM HATCHER	CHARLESTON ENERGY, INC.	06/05/17	D117-61947		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>
SUSAN ALICE RAMEY GILLIAM	CHARLESTON ENERGY, INC.	06/05/17	D117-61948		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>

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TEDDY GILLIAM, ET UX	CHARLESTON ENERGY, INC.	06/05/17	D117-62237		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>
WILLIAM ROBINSON TRUST	CHARLESTON ENERGY, INC.	06/08/17	D117-61952		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>

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GINGER GENDRON	CHARLESTON ENERGY, INC.	06/09/17	D117-61953		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>
THE JONES FAMILY INHERITANCE TRUST	CHARLESTON ENERGY, INC.	06/19/17	D117-62224		Hardeman	Texas	<p>Tract 1: 90.0 acres of land, situated in the North Half (N/2) of Section 132, Block H, W & NW RR Co. Survey, Abstract 957, Hardeman County, Texas and being more fully described as Tract 4 referenced in that certain partition recorded in Deed Record Book 99, Page 482 of the records for the Clerk of Court of Hardeman County, Texas.</p> <p>Tract 2: 60.0 acres of land, situated in the North Half (N/2) of Section 132, Block H, W & NW RR Co. Survey, Abstract 957, Hardeman County, Texas and being more fully described as Tract 5 referenced in that certain partition recorded in Deed Record Book 99, Page 482 of the records for the Clerk of Court of Hardeman County, Texas.</p> <p>Tract 3: 90.0 acres of land, situated in the Southwest Quarter (SW/4) of Section 132, Block H, W & NW RR Co. Survey, Abstract 957, Hardeman County, Texas and being more fully described as Tract 6 referenced in that certain partition recorded in Deed Record Book 99, Page 482 of the records for the Clerk of Court of Hardeman County, Texas.</p> <p>Tract 4: 320.0 acres of land, situated in the North Half (N/2) of Section 133, Block H, W & NW RR Co. Survey, Abstract 438, Hardeman County, Texas and being more fully described as Tract 4 referenced in that certain partition recorded in Deed Record Book 136, Page 70 of the records for the Clerk of Court of Hardeman County, Texas.</p> <p>Tract 5: 100.0 acres of land, situated in the South Half (S/2) of Section 132, Block H, W & NW RR Co. Survey, Abstract 957, Hardeman County, Texas and being that same acreage described in that certain Warranty Deed recorded in Deed Record Book 120, Page 206 of the records for the Clerk of Court of Hardeman County, Texas.</p>

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
LINDA SCHOLL	CHARLESTON ENERGY, INC.	07/03/17	DI17-61944		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
ROBERT CLEMENT	CHARLESTON ENERGY, INC.	07/03/17	DI17-61943		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
JOE DON ANDERSON	CHARLESTON ENERGY, INC.	07/14/17	DI17-62225		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
JOHN WAYNE ANDERSON	CHARLESTON ENERGY, INC.	07/18/17	DI17-62227		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
JUDY ROWE	CHARLESTON ENERGY, INC.	07/18/17	DI17-62229		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
KARLA JO ANDERSON WILSON, ET AL	CHARLESTON ENERGY, INC.	07/18/17	D117-62226		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
CONNIE G. ROBISON	CHARLESTON ENERGY, INC.	07/19/17	D117-62228		Hardeman	Texas	640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas; LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715); LEAVING A BALANCE of 560.0 acres, more or less, being described herein.
JAYNE L. BUMP	CHARLESTON ENERGY, INC.	07/29/17	D117-62233		Hardeman	Texas	Tract 1: 121.0 acres, more or less, in Section 7, H. E. & W. T. RR Co. Survey, Abstract 596, Hardeman County, Texas and being more full described as follows: Beginning at the Southwest corner of said Section 7; thence run North 741 varas to the Northwest corner of this tract at B. D. post; thence run South 79 degrees 55 minutes East a distance of 1,034 varas to B. D. post for the Northeast corner of this tract; thence run South 9 degrees 45 minutes West a distance of 278 varas; thence run South 37 degrees 37 minutes West a distance of 89 varas; thence run North 38 degrees West a distance of 888 varas back to the point of beginning. Being that same acreage described as Tract 2 in that certain Warranty Deed from T. E. Jackson, et ux to Ivan Jackson, et al dated July 18, 1981 and recorded in Book 307, Page 209 under Entry No. 18357 in the public records of Hardeman County, Texas. +15Tract 2: 220.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Southeast corner of said Section 73 for the Southeast corner of this tract; thence run North a distance of 452.84 varas to a point on the East line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 1,099.5 varas for a point; thence run North a distance of 514.66 varas to a point being the most Northern Northeast corner of this tract; thence run West a distance of 770.0 varas to a point on the West line of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.5 varas to the Southwest corner of said Section 73 and being the Southwest corner of this tract; thence run East a distance of 1,870 varas back to the point of beginning. Being that same acreage being described as Tract 4 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas. Tract 3: 140.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Northwest corner of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.0 varas to a point on the West line of said Section 73 for the Southwest corner of this tract; thence run East a distance of 818.5 varas to a stake being the Southeast corner of this tract; thence run North a distance of 967.0 varas to a point on the North line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 818.5 varas back to the point of beginning. Being that same acreage being described as Tract 5 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas.

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PEQUITA JACKSON HUTCHISON	CHARLESTON ENERGY, INC.	07/29/17	D117-62234		Hardeman	Texas	<p>Tract 1: 121.0 acres, more or less, in Section 7, H. E. & W. T. RR Co. Survey, Abstract 596, Hardeman County, Texas and being more full described as follows: Beginning at the Southwest corner of said Section 7; thence run North 741 varas to the Northwest corner of this tract at B. D. post; thence run South 79 degrees 55 minutes East a distance of 1,034 varas to B. D. post for the Northeast corner of this tract; thence run South 9 degrees 45 minutes West a distance of 278 varas; thence run South 37 degrees 37 minutes West a distance of 89 varas; thence run North 38 degrees West a distance of 888 varas back to the point of beginning. Being that same acreage described as Tract 2 in that certain Warranty Deed from T. E. Jackson, et ux to Ivan Jackson, et al dated July 18, 1981 and recorded in Book 307, Page 209 under Entry No. 18357 in the public records of Hardeman County, Texas.</p> <p>Tract 2: 220.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Southeast corner of said Section 73 for the Southeast corner of this tract; thence run North a distance of 452.84 varas to a point on the East line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 1,099.5 varas for a point; thence run North a distance of 514.66 varas to a point being the most Northern Northeast corner of this tract; thence run West a distance of 770.0 varas to a point on the West line of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.5 varas to the Southwest corner of said Section 73 and being the Southwest corner of this tract; thence run East a distance of 1,870 varas back to the point of beginning. Being that same acreage being described as Tract 4 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas.</p> <p>Tract 3: 140.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Northwest corner of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.0 varas to a point on the West line of said Section 73 for the Southwest corner of this tract; thence run East a distance of 818.5 varas to a stake being the Southeast corner of this tract; thence run North a distance of 967.0 varas to a point on the North line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 818.5 varas back to the point of beginning. Being that same acreage being described as Tract 5 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas.</p>
ALINE KALLINA	CHARLESTON ENERGY, INC.	08/09/17	D117-62230		Hardeman	Texas	<p>640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715);</p> <p>LEAVING A BALANCE of 560.0 acres, more or less, being described herein.</p>

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JIMMY JACKSON	CHARLESTON ENERGY, INC.	08/09/17	DI17-62235		Hardeman	Texas	<p>Tract 1: 121.0 acres, more or less, in Section 7, H. E. & W. T. RR Co. Survey, Abstract 596, Hardeman County, Texas and being more full described as follows: Beginning at the Southwest corner of said Section 7; thence run North 741 varas to the Northwest corner of this tract at B. D. post; thence run South 79 degrees 55 minutes East a distance of 1,034 varas to B. D. post for the Northeast corner of this tract; thence run South 9 degrees 45 minutes West a distance of 278 varas; thence run South 37 degrees 37 minutes West a distance of 89 varas; thence run North 38 degrees West a distance of 888 varas back to the point of beginning. Being that same acreage described as Tract 2 in that certain Warranty Deed from T. E. Jackson, et ux to Ivan Jackson, et al dated July 18, 1981 and recorded in Book 307, Page 209 under Entry No. 18357 in the public records of Hardeman County, Texas.</p> <p>Tract 2: 220.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Southeast corner of said Section 73 for the Southeast corner of this tract; thence run North a distance of 452.84 varas to a point on the East line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 1,099.5 varas for a point; thence run North a distance of 514.66 varas to a point being the most Northern Northeast corner of this tract; thence run West a distance of 770.0 varas to a point on the West line of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.5 varas to the Southwest corner of said Section 73 and being the Southwest corner of this tract; thence run East a distance of 1,870 varas back to the point of beginning. Being that same acreage being described as Tract 4 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. DI12-56111 in the public records of Hardeman County, Texas.</p> <p>Tract 3: 140.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Northwest corner of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.0 varas to a point on the West line of said Section 73 for the Southwest corner of this tract; thence run East a distance of 818.5 varas to a stake being the Southeast corner of this tract; thence run North a distance of 967.0 varas to a point on the North line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 818.5 varas back to the point of beginning. Being that same acreage being described as Tract 5 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. DI12-56111 in the public records of Hardeman County, Texas.</p>
DEBORAH CARLSON	CHARLESTON ENERGY, INC.	08/15/17	DI17-62232		Hardeman	Texas	<p>640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715;</p> <p>LEAVING A BALANCE of 560.0 acres, more or less, being described herein.</p>
LINDA L. MONROE	CHARLESTON ENERGY, INC.	08/15/17	DI17-62231		Hardeman	Texas	<p>640.0 acres, more or less, and being more fully described as all of Section 399, Block A, H & TC RR Co. Survey, Abstract 205, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, as described in that certain Designation of Unit and Release of Oil and Gas Lease dated November 25, 1995 and recorded in Volume 353, Page 153 of the records of Hardeman County, Texas; and</p> <p>LESS AND EXCEPT: 40.0 acres, more or less, being the Drilling Unit for the Judd "A" Lease Well No. 1 (API No. 19731715;</p> <p>LEAVING A BALANCE of 560.0 acres, more or less, being described herein.</p>

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KEVIN LEE BROOKMOLE	CHARLESTON ENERGY, INC.	09/07/17	D117-62236		Hardeman	Texas	<p>Tract 1: 121.0 acres, more or less, in Section 7, H. E. & W. T. RR Co. Survey, Abstract 596, Hardeman County, Texas and being more full described as follows: Beginning at the Southwest corner of said Section 7; thence run North 741 varas to the Northwest corner of this tract at B. D. post; thence run South 79 degrees 55 minutes East a distance of 1,034 varas to B. D. post for the Northeast corner of this tract; thence run South 9 degrees 45 minutes West a distance of 278 varas; thence run South 37 degrees 37 minutes West a distance of 89 varas; thence run North 38 degrees West a distance of 888 varas back to the point of beginning. Being that same acreage described as Tract 2 in that certain Warranty Deed from T. E. Jackson, et ux to Ivan Jackson, et al dated July 18, 1981 and recorded in Book 307, Page 209 under Entry No. 18357 in the public records of Hardeman County, Texas.</p> <p>Tract 2: 220.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Southeast corner of said Section 73 for the Southeast corner of this tract; thence run North a distance of 452.84 varas to a point on the East line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 1,099.5 varas for a point; thence run North a distance of 514.66 varas to a point being the most Northern Northeast corner of this tract; thence run West a distance of 770.0 varas to a point on the West line of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.5 varas to the Southwest corner of said Section 73 and being the Southwest corner of this tract; thence run East a distance of 1,870 varas back to the point of beginning. Being that same acreage being described as Tract 4 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas.</p> <p>Tract 3: 140.0 acres, more or less, in Section 73, Block H, W & NW RR Co. Survey, Abstract 455, Hardeman County, Texas and being more full described as follows: Beginning at the Northwest corner of said Section 73 for the Northwest corner of this tract; thence run South a distance of 967.0 varas to a point on the West line of said Section 73 for the Southwest corner of this tract; thence run East a distance of 818.5 varas to a stake being the Southeast corner of this tract; thence run North a distance of 967.0 varas to a point on the North line of said Section 73 for the Northeast corner of this tract; thence run West a distance of 818.5 varas back to the point of beginning. Being that same acreage being described as Tract 5 in that certain Warranty Deed from Jayne L. Bump, Trustee to Jayne L. Bump dated July 12, 2012 and recorded under Entry No. D112-56111 in the public records of Hardeman County, Texas.</p>

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
MOLLIE EVANS HEIRS TRUST	CHARLESTON ENERGY, INC.	09/17/17	D117-62223		Hardeman	Texas	<p>731.0 acres, more or less, being all of Section 76, Block H, W & NW RR. Co. Survey, Abstract No. 1548 and 1511, Hardeman County, Texas;</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at the Southeast corner of Section 76; thence run a distance of 1,865.0 feet North along the East line of said Section 76 to a point; thence run West and parallel with the South line of said Section 76 a distance of 438.0 feet for the Point of Beginning; thence run West and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run North and parallel with the East line of Section 76 a distance of 1,290.0 feet to a point; thence run East and parallel with the South line of Section 76 a distance of 2,705.0 feet to a point; thence run South and parallel with the East line of Section 76 a distance of 1,290.0 feet back to the Point of Beginning;</p> <p>LESS AND EXCEPT: 95.54 acres, more or less, being more particularly described as follows: Beginning at a point on the South boundary line a distance of 1,868.5 feet West of the Southeast corner of said Section 76; thence run in a Northerly direction parallel with the East boundary line of said Section 76 a distance of 1,865.0 feet; thence run in a Westerly direction parallel with the South boundary line of Section 76 a distance of 2,231.5 feet; thence run in a Southerly direction parallel with the East boundary line of Section 76 a distance of 1,865.0 feet; thence run in an Easterly direction along the South boundary line of Section 76 a distance of 2,231.5 feet back to the Point of Beginning; and</p> <p>LESS AND EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a point on the West boundary line of Section 76 with said point being 2,324.36 feet South of the Northwest corner of said Section 76; thence run South 87 degrees 40 minutes 34 seconds East a distance of 2,780.5 feet; thence run South 2 degrees 15 minutes 35 seconds West a distance of 1,253.0 feet; thence run North 87 degrees 40 minutes 34 seconds West a distance of 2,781.9 feet to the West boundary line of Section 76; thence run North along the West boundary line of Section 76 a distance of 1,253.0 feet to the Point of Beginning;</p> <p>Leaving a balance of 475.46 acres, more or less, being described herein.</p>
GINGER GENDRON	CHARLESTON ENERGY, INC.	10/10/17	D118-62419		Hardeman	Texas	<p>452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas;</p> <p>LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and</p> <p>LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning;</p> <p>LEAVING A BALANCE of 366.48 acres, more or less, being described herein.</p>

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HAYDEN SOMERVILLE	CHARLESTON ENERGY, INC.	10/10/17	DI18-62425		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.
JACKIE HANNERS, a/k/a Jacky Wayland Hanners	CHARLESTON ENERGY, INC.	10/10/17	DI18-62418		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.

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JANA SUE HANNERS TURNER, ET AL	CHARLESTON ENERGY, INC.	10/10/17	DI18-62424		Hardeman	Texas	<p>452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.</p>
LISA ANN HANNERS GLIDEWELL	CHARLESTON ENERGY, INC.	10/10/17	DI18-62423		Hardeman	Texas	<p>452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.</p>

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RUTH GILLIAM HATCHER	CHARLESTON ENERGY, INC.	10/10/17	DI18-62420		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.
SUSAN ALICE RAMEY GILLIAM	CHARLESTON ENERGY, INC.	10/10/17	DI18-62421		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.

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TEDDY GILLIAM, ET UX	CHARLESTON ENERGY, INC.	10/10/17	DI18-62422		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.
CARL W. ALLGOOD, ET UX	CHARLESTON ENERGY, INC.	11/02/17	DI18-62427		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.

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PERRY E. STOVER, ET UX	CHARLESTON ENERGY, INC.	11/02/17	DI18-62426		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.
MARTY J. MARTIN REVOCABLE TRUST	CHARLESTON ENERGY, INC.	03/02/18	DI18-62689		Hardeman	Texas	452.0 acres, more or less, being all of Section 4, A-1655 and A-1535, H.E.&W.T. RR Co. Survey, Hardeman County, Texas; LESS and EXCEPT: 80.0 acres, more or less, being more particularly described as follows: Beginning at a pk nail found at the Southeast corner of said Survey 4, A-1535, said nail being in the center of F.M. Highway No. 2533 and in the North Line of W. & NW. Railroad Company Survey, Block H, Section 97, A-420, for the Southeast corner and Point of Beginning of the herein described tract; thence run North 87 degrees 36 minutes 59 seconds West with the South line of said Survey 4, A-1535, a total distance of 1408.88 feet to a point in the said South line for the Southwest corner of this tract; thence leaving the said South line of Survey 4, run North 00 degrees 21 minutes 41 seconds East, passing the North line of Survey 4, A-1535 and the South line of H.E. & W.T. Railroad Company Survey, Survey 4, A-1655, a total distance of 2450.14 feet to a point for the Northwest corner of this tract; thence run South 89 degrees 38 minutes 19 seconds East, a distance of 1408.00 feet to a point in the East line of said H.E. & W.T. Railroad Company Survey No. 4, A-1655 and being the West line of H.E. & W.T. Railroad Company Survey No. 1, A-598 for the Northeast corner of this tract; thence run South 00 degrees 21 minutes 41 seconds West with the East line of Survey 4, A-1655 and Survey 4, A-1535, a total distance of 2499.85 feet to the Point of Beginning; and LESS and EXCEPT: 5.52 acres, more or less, being more particularly described as follows: Beginning at the Northeast Corner of Section 98, Block H, W. & N.F. RR Co., as now established; thence run West with the present public road 230.60 feet to the Southwest Corner of Section 4, H.E. & W.T. RR Co.; thence run North with the Western boundary line of said Section No. 4, a distance of 3907.80 feet to a stake for corner; thence run Easterly 2179.10 feet to an iron stake for the Point of Beginning; thence run North 400.0 feet to a stake; thence run East 600.0 feet to a stake; thence run South 400.0 feet to a stake; thence run West 600.0 feet to the Point of Beginning; LEAVING A BALANCE of 366.48 acres, more or less, being described herein.
THOMAS T. HOLLEY, III, ET AL	CHARLESTON ENERGY, INC.	03/05/18	DI18-62690		Hardeman	Texas	212.032 acres, more or less, situated in the West Half (W/2) of Section 135 (A-439) of Block H; W & NW RR Co. Survey, Hardeman County, Texas and being that same acreage described in that certain Warranty Deed with Vendor's Lien from Weldon Davis and Yuvonna Davis, as Co-Trustees and the Successor Trustees of the Weldon and Yuvonna Davis Living Trust, et al to Alvin O'Neal and Kimberly Ann O'Neal, as dated December 12, 2005 and recorded in Book 419, Page 832 in the public records of Hardeman County, Texas; LESS AND EXCEPT: 18.581 acres, more or less, being that certain acreage described as Tract No. 2 of that certain Designation of Pooled Unit, Conley Unit No. 1, as recorded in Book 392, Page 208 in the public records of Hardeman County, Texas and being attributed to the Conley Unit No. 1 Well (API No. 197-31501); LEAVING A BALANCE of 193.451 acres, more or less, being described herein.

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BILL NEAL, ET AL	QZ Energy, LLC	03/07/18	DI18-62686		Hardeman	Texas	160.0 acres, more or less, being more fully described as the Southeast Quarter (SE/4) of Section 155 (A-449), Block H, W & NW RR Co. Survey, Hardeman County, Texas.
ANN FAVOR HARRIS	QZ Energy, LLC	03/16/18	DI18-62688		Hardeman	Texas	160.0 acres, more or less, being more particularly described as the Northwest Quarter (NW/4) of Section 155, Block H, W & NW RR Co. Survey (A-449), Hardeman County, Texas.
ANN GREENING KIRKSEY	QZ Energy, LLC	03/19/18	DI18-62836		Hardeman	Texas	160.0 acres, more or less, being more particularly described as the Northeast Quarter (NE/4) of Section 156, Block H, W & NW RR Co. Survey (A-1820), Hardeman County, Texas.
BEN RILEY, ET UX	QZ Energy, LLC	03/20/18	DI18-62833		Hardeman	Texas	160.0 acres, more or less, being more particularly described as the Northeast Quarter (NE/4) of Section 155, Block H, W & NW RR Co. Survey, Hardeman County, Texas.
STANLEY R. WATSON, ET AL	CHARLESTON ENERGY, INC.	03/23/18	DI18-62831		Hardeman	Texas	Tract 1: The North Half of the South Half (N/2 S/2) of Section 133, in Block H, W & NW RR Co. Survey, Abstract 438, Certificate No. 1/67, Patent No. 442, Vol. 104, less the East 40 acres of said tract, leaving a total of 120 acres of land, more or less. Tract 2: The Southeast Quarter (SE/4) of Section No. 112, in Block H, of the W & NW RR. Co. Survey, Abstract 1613, Certificate No. 1/56, Patent No. 191, Vol. 56, containing 160 acres of land, more or less. The 2 tracts described above comprise a total of 280 acres of land, more or less.
BERTHA MAY WOODS	CHARLESTON ENERGY, INC.	04/02/18	DI18-62835		Hardeman	Texas	80.0 acres, more or less, being described as the North Half of the Northwest Quarter (N/2 NW/4) of Section 156, Block H, W & NW RR Co. Survey, A-1009, in Hardeman County, Texas and being described as "Third Tract" in that Deed dated February 24, 1995, to Frank O'Neal and wife Essie May O'Neal, recorded in Volume 346, Page 32 of the Official Public Records of Hardeman County, Texas.
JIMMY DEAN O'NEAL	QZ Energy, LLC	04/18/18	DI18-63103		Hardeman	Texas	160.0 acres, more or less, being the Southwest Quarter (SW/4) of Section 155, Block H, W & NW RR Co. Survey, Abstract No. 449, Hardeman County, Texas.
JOE MARK O'NEAL	QZ Energy, LLC	04/18/18	DI18-62834		Hardeman	Texas	160.0 acres, more or less, being the Southwest Quarter (SW/4) of Section 155, Block H, W & NW RR Co. Survey, Abstract No. 449, Hardeman County, Texas.
DONALD PEYTON RAMEY	EAGLE HYDROCARBONS INC.	11/14/2018	DI19-63948		Hardeman	TX	40 ACRES IN SEC. 72, BLK H, W&NW RR CO. SURVEY, A-1685, HARDEMAN COUNTY, TX. BEING FURTHER DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED UNDER ENTRY NO. DI12-54758 IN THE RECORDS OF HARDEMAN COUNTY, TX.
JEANETTE COOK RAMEY, ET AL	EAGLE HYDROCARBONS INC.	11/14/2018	DI19-63947		Hardeman	TX	40 ACRES IN SEC. 72, BLK H, W&NW RR CO. SURVEY, A-1685, HARDEMAN COUNTY, TX. BEING FURTHER DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED UNDER ENTRY NO. DI12-54758 IN THE RECORDS OF HARDEMAN COUNTY, TX.
KATIE RENEE RAMEY	EAGLE HYDROCARBONS INC.	11/14/2018	DI19-63946		Hardeman	TX	40 ACRES IN SEC. 72, BLK H, W&NW RR CO. SURVEY, A-1685, HARDEMAN COUNTY, TX. BEING FURTHER DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED UNDER ENTRY NO. DI12-54758 IN THE RECORDS OF HARDEMAN COUNTY, TX.
CLIFF HENDERSON	DMC PETROLEUM INC	01/05/1995			Hardeman	TX	TRACT 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
SAMMY LANE RESTON COPE	DMC PETROLEUM INC	01/05/1995			Hardeman	TX	TRACT 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
STEPP RANCH, L.P.	CIMAREX ENERGY CO.	01/06/2005	414	267	Hardeman	TX	W&NW RR CO. SVY, BLOCK H, A-1697, SEC. 110: ENTIRE, LESS & EXCEPT 232 ACS.
BEATRICE STEPP, A WIDOW	E P OPERATING LIMITED PARTNERSHIP	01/08/1993	329	497	Hardeman	TX	W&NW RR CO., BLK-H, SEC. 110, 708 ACS, M/L, BEING ALL OF SEC. 110, BLOCK H, W&NW RR CO. SURVEY, A-1697
CHERYL MORTON JOHNSON	CIMAREX ENERGY CO.	01/14/2003	400	635	Hardeman	TX	S. D. GUTHRIE SURVEY, CERT. 1698, SEC. 2, BEING CALLED 19 ACRES, M/L
JERRY WAYNE MORTON	CIMAREX ENERGY CO.	01/14/2003	400	223	Hardeman	TX	S. D. GUTHRIE SURVEY, CERT. 1698, SEC. 2, BEING CALLED 19 ACRES, M/L
CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	01/15/2002	393	505	Hardeman	TX	EL&RR CO., 677, SECS. 11 AND 12; EL&RR CO., 1672, SEC. 10
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	01/15/2002	395	48	Hardeman	TX	EL&RR CO., 677, SECS. 11 AND 12; EL&RR CO., 1672, SEC. 10

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FARIS E. WEST, ET AL	ENSERCH EXPLORATION, INC.	01/16/1995	346	886	Hardeman	TX	80 ACRES, M/L OUT OF THE N 217 ACS OF W/2 OF SEC. 67, BLOCK 16, H&TC RR
THE SUMMERLEE FOUNDATION	KEY PRODUCTION COMPANY, INC.	01/16/2002	397	192	Hardeman	TX	EL& RR CO., A-575, SEC. 9, EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575
ALBIN GEORGE PECHACEK, JR.	EP OPERATING L.P.	01/17/1995	345	443	Hardeman	TX	50 ACS, M/L, BEING THE E 50 ACS OF THE S 100 ACS OF N/2 OF SEC. 72, BLOCK 16, H&TC RR CO. SURVEY, A-962
BETTY MAE ARLEDGE	ENSERCH EXPLORATION, INC.	01/17/1995	346	874	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
BEVERLY SUE YOUNG RODGERS	ENSERCH EXPLORATION, INC.	01/17/1995	346	882	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
JAY YOUNG	ENSERCH EXPLORATION, INC.	01/17/1995	346	870	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
JERRELL J. YOUNG	ENSERCH EXPLORATION, INC.	01/17/1995	347	853	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
MARY Y. NEWBURY	ENSERCH EXPLORATION, INC.	01/17/1995	347	485	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
MAUDE MAY YOUNG	ENSERCH EXPLORATION, INC.	01/17/1995	346	878	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
JOHN YOUNG ; AND JIM YOUNG	ENSERCH EXPLORATION, INC.	01/17/1998	370	904	Hardeman	TX	100 ACS M/L, BEING THE W 100 ACS OF THE S/2 OF SEC. 71, BLOCK 16, H&TC RR CO. SURVEY
JOAN BULLINGTON SQUIRES	KEY PRODUCTION COMPANY, INC.	01/18/2002	397	203	Hardeman	TX	SEC. 9, A-575
NANCY HUFF BRADFORD	KEY PRODUCTION COMPANY, INC.	01/18/2002	397	381	Hardeman	TX	EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, SEC. 9
SAMMY LANE COPE	KEY PRODUCTION COMPANY, INC.	01/18/2002	397	198	Hardeman	TX	EL&RR CO. SURVEY, CERT. NO. 1418, A-575, SEC. 9
RUTH LOVE SEAMSTER, A WIDOW	ENSERCH EXPLORATION, INC.	01/25/1979	224	792	Hardeman	TX	W/2 SE/4, S/2 SW/4 OF SEC. 18, N/2 NW/4 OF SEC. 19;
SUE LOVE SAFFORD, ET VIR	ENSERCH EXPLORATION, INC.	01/25/1979	224	798	Hardeman	TX	W/2 SE/4, S/2 SW/4 OF SEC. 18, N/2 NW/4 OF SEC. 19; W 248.5 ACS OF THE N/2 OF SEC. 20, LESS & EXCEPT 10 ACS, BLOCK H, W&NW RR CO. SURVEY, A-1099
GRADY ADCOCK AND, ET UX	ALLEN AND MCCORMICK OIL & GAS CO.	02/13/1981	245	868	Hardeman	TX	640 ACS, M/L, BEING ALL OF SEC. 398, BLOCK A, H&TC RR CO. SURVEY, A-1492 & A-1597
JAMES EVERETT LONG, ET UX	ALLEN AND MCCORMICK OIL & GAS CO.	02/13/1981	245	870	Hardeman	TX	80 ACS, M/L, OUT OF SEC. 398, BLOCK A, H&TC RR CO SURVEY, A-1592 & A-1597
FRANCES DAVIS BALLEW, ET AL	ENSERCH EXPLORATION, INC.	02/21/1979	225	565	Hardeman	TX	84.25 ACS, M/L, BEING THE N/2 SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099
CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	02/21/2001	388	577	Hardeman	TX	S. D. GUTHRIE SURVEY, A-1698 SEC. 2: 90.44 ACS, M/L
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	02/21/2001	389	906	Hardeman	TX	S. D. GUTHRIE SURVEY, A-1698 SEC. 2: 90.44 ACS, M/L
THOMAS H. SHIVE, ET AL	ENSERCH EXPLORATION, INC.	02/27/1979	225	562	Hardeman	TX	84.25 ACS, M/L, BEING THE N/2 SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099
RICHARD WILSON, ET AL	EEX OPERATING L.P.	03/01/1998	374	693	Hardeman	TX	84 ACS, M/L, BEING THE N/2 SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099, SAVE & EXCEPT 31.8 ACS
PETER C. BOWES, ET UX	WPH OPERATING COMPANY	03/05/1999	374	510	Hardeman	TX	160 ACS, M/L, OUT OF SURVEY 5, EL&RR RR CO. SURVEY, A-576, CERT. NO. 1417
STEPP RANCH, L. P.	KEY PRODUCTION COMPANY, INC.	03/05/2003	401	111	Hardeman	TX	W&NW RR SVY., 1697, BLK-H, SEC. 110
ALLYN WELLS, ET AL	EEX OPERATING L.P.	03/09/1998	367	885	Hardeman	TX	80 AS, M/L, BEING THE N 80 ACS OF THE SW/4, SEC. 96, BLOCK H, W&NW RR CO. SURVEY
CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	03/23/2000	382	213	Hardeman	TX	S. D. GUTHRIE SURVEY, A-1698, SEC. 2, THE E 320 ACS LESS & EXCEPT 64.72 ACS, BEING CALLED 255.28 ACS
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	03/23/2000	382	001	Hardeman	TX	S. D. GUTHRIE SURVEY, A-1698, SEC. 2, THE E 320 ACS LESS & EXCEPT 64.72 ACS, BEING CALLED 255.28 ACS
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO.	03/26/2003	401	773	Hardeman	TX	W&NW RR SVY., 426, BLK H, SEC. 109: S/2 OF NE/4 SE/4 NW/4, N/2 SW/4, N/2 SE/4 AND SW/4 SW/4, W&NW RR SVY., 1697, BLK H, SEC. 110

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F. H. MCNABB, Et UX	DAN P. COLWELL	03/28/1977	218	835	Hardeman	TX	1553.75 ACS, M/L, BEING ALL OF SEC. 29, A-498 CONTAINING 640 ACS; ALL OF SEC. 28, A-1713 AND A-1205, CONTAINING 731 ACS; AND ALL OF THE NW/4 OF SEC. 26, A-1783, CONTAINING 182.75 ACS, ALL IN BLOCK H, W&NW RR CO. SURVEY
CLIFF HENDERSON	GUM TREE DEVELOPMENT, NO. 3	04/08/1980	236	139	Hardeman	TX	THAT CERTAIN 160 AC TRACT SITUATED IN SEC. 9, EL&RR RR CO SURVEY, A-578
M. R. RESTON	GUM TREE DEVELOPMENT, NO. 3	04/08/1980	236	145	Hardeman	TX	THAT CERTAIN 160 AC TRACT SITUATED IN SEC. 9, EL&RR RR CO SURVEY, A-575
SAMMY LANE RESTON COPE	GUM TREE DEVELOPMENT, NO. 3	04/08/1980	236	151	Hardeman	TX	THAT CERTAIN 160 AC TRACT SITUATED IN SEC. 9, EL&RR RR CO SURVEY, A-577
THE ESTATE OF GROVER C. BULLINGTON	GUM TREE DEVELOPMENT, NO. 3	04/08/1980	234	709	Hardeman	TX	THAT CERTAIN 160 AC TRACT SITUATED IN SEC. 9, EL&RR RR CO SURVEY, A-576
BILL NEAL, A MARRIED MAN	CIMAREX ENERGY CO.	04/12/2005	416	698	Hardeman	TX	H&TC RR CO. SVY, BLOCK A, A-148, SEC. 321
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO.	04/12/2005	416	441	Hardeman	TX	EL&RR RR CO. SVY, CERT. NO. 1418, A-575, SEC. 9
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO.	04/12/2005	416	437	Hardeman	TX	W&NW RR CO. SVY, BLOCK H, SEC. 62, A-1527: W/2 & NE/4, SEC. 85, A-414: E/2
KENNETH B. HOLMES, ET UX	ENSERCH EXPLORATION, INC.	04/21/1983	254	518	Hardeman	TX	640 ACS, M/L, BEING ALL OF SEC. 284, BLOCK A, H&TC RR CO. SURVEY, A-1474
JOHN N. HUFF, III	KEY PRODUCTION COMPANY, INC.	04/24/2002	397	208	Hardeman	TX	FIRST TRACT: ALL OF FRACTION SURVEY NO. 8 OF THE EL&RR CO. SURVEY, CERT. NO. 1422, A-1526, SECOND TRACT: ALL SEC. 9 OF THE EL&RR RY CO. SURVEY, CERT. NO. 1418, A-575, THIRD TRACT: ALL OF THE JOHN MCAFFEE SURVEY NO. 1; CERT. NO. 1952, A-1742, FOURTH TRACT: S/2 OF SEC. 85 IN BLOCK H OF THE W&NW RR CO. SURVEY, CERT. NO. 1/43; A-414, FIFTH TRACT: ALL OF SEC. 3 OF THE TTRR CO SURVEYS, CERT. NO. 504, A-533
MARQUERITE RESTON VON TRESS	CIMAREX ENERGY CO.	04/25/2003	402	848	Hardeman	TX	EL&RR CO. 575, SEC. 9, MCAFFEE, JOHN, A-1742, SEC. 2, TT&RR CO., 533, EL&RR CO., 1526, SEC. 8, MCAFFEE, JOHN, A-1742, SEC. 2, TT&RR CO., 533, EL&RR CO. 1526, SEC. 8
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO.	04/25/2003	402	694	Hardeman	TX	EL&RR CO. 1526, SEC. 8, E. L. RR CO., 575, SEC. 9, MCAFFEE, JOHN, A-1742, SEC. 2, TT &RR CO., 533, W&NW RR SVY., 1528, BLK H, SEC. 86, EL&RR CO., 575, SEC. 9, MCAFFEE, JOHN, A-1742, SEC. 2, TT&RR CO. 533, W&NW RR SVY., 1528, BLK H, SEC. 86, W&NW RR SVY., 509
GLENN M. TERRELL	ENSERCH EXPLORATION, INC.	05/08/1995	349	326	Hardeman	TX	52.20 ACS, M/L, BEING 84 ACS OUT OF THE N/2 SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099, SAVE & EXCEPT 31.8 ACS
GLYNN LOVE, ET AL	ENSERCH EXPLORATION, INC.	05/10/1978	224	415	Hardeman	TX	682.5 ACS, M/L, BEING THE E/2 SE/4, W/2 SE/4, S/2 SW/4 OF SECTION 18; N/2 NW/4 OF SEC. 19; THE W 248.5 ACS OF THE N/2, N/2 SE/4 AND SW/4 SE/4 OF SEC. 20, ALL LOCATED IN BLOCK H, W&NW RR CO. SURVEY LESS 10 ACRES
NANCY HUFF BRADFORD	CIMAREX ENERGY CO.	05/13/2005	417	112	Hardeman	TX	EL&RR RR CO SVY, CERT. 1418, A-575, SEC. 9
MARY VIRGINIA BULLINGTON	KEY PRODUCTION COMPANY, INC.	06/28/2002	397	680	Hardeman	TX	EL&RR CO, A-575, SEC. 9, MCAFFEE, JOHN, A-1742, SEC 2
HERBERT B. STORY, JR., TRUSTEE	CIMAREX ENERGY CO.	07/02/2003	404	089	Hardeman	TX	TRACT 1: ALL OF FRACTIONAL SURVEY NO. 8 OF THE EL&RR RR CO. SURVEY; CERT. NO. 1422, A-1526 TRACT 2: ALL OF SEC. 9 OF THE EL&RR RR CO SURVEY, CERT. NO. 1418, A-575, TRACT 3: ALL OF THE JOHN M. MCAFFEE SURVEY NO. 2; CERT. NO. 1952, A-1742, TRACT 4: S/2 OF SEC. 85 IN BLOCK H OF THE W&NW RR CO. SURVEYS; CERT. NO. 1/43; A-414; TRACT 5: ALL OF SEC. 3 OF THE TT&RR CO SURVEY, CERT. NO. 504, A-533
CHRIS A. SCHMOKER	CIMAREX ENERGY CO.	07/10/2003	404	338	Hardeman	TX	N 100 ACS, M/L, OF A 201 AC TRACT, BEING A PART OF RR CO. SURVEY, A-1474
GEORGE WAYNE SCHMOKER, JR.	CIMAREX ENERGY CO.	07/10/2003	404	609	Hardeman	TX	N 100 ACS, M/L, OF A 201 AC TRACT, BEING A PART OF THE WHEELER CO. SCHOOL LAND SURVEY, A-653
KARI EHRINGER	CIMAREX ENERGY CO.	07/10/2003	405	455	Hardeman	TX	N 100 ACS, M/L, OF A 201 AC TRACT, BEING A PART OF THE WHEELER CO. SCHOOL LAND SURVEY, A-653
MARY ANN DAVIS, ET VIR	CIMAREX ENERGY CO.	07/10/2003	404	601	Hardeman	TX	N 100 ACS, M/L, OF A 201 AC TRACT, BEING A PART OF THE WHEELER CO. SCHOOL LAND SURVEY, A-653
NANCY HUFF BRADFORD	ROB FEATHERSTONE	08/02/2002	397	570	Hardeman	TX	80 ACRES FOUND IN THE FOLLOWING SURVEYS: JOHN M. MCAFFEE SURVEY NO. 2, CERT NO. 1952, ABS NO. 1742 EL & RR CO SURVEY, CERT NO. 1418, ABS NO. 575
CLIFF C. HENDERSON	KEY PRODUCTION COMPANY, INC.	08/05/2002	397	379	Hardeman	TX	EL& RR CO., A-575, SEC. 9, EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575

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HERBERT B STORY JR TRUSTEE	ROB FEATHERSTONE	08/05/2002	397	566	Hardeman	TX	80 ACRES FOUND IN THE FOLLOWING SURVEYS: JOHN M. MCAFEE SURVEY NO. 2, CERT NO. 1952, ABS NO. 1742 EL & RR CO SURVEY, CERT NO. 1418, ABS NO. 575
TEDDY GENE GILLIAM, ET AL	CIMAREX ENERGY CO.	08/11/2010	DI10	52263	Hardeman	TX	ALL OF SEC. 3, HE& WT RR CO. SURVEY, A-597, SAVE & EXCEPT 17.67 ACS OUT OF THE NW/C
NANCY SINGLETON	EP OPERATING L.P.	08/15/1994	343	384	Hardeman	TX	44 ACS, M/L, BEING ALL OF THE N 48 ACS OF THE E 96 ACS OF THE N 214 ACS OF SEC. 72, BLOCK 16, H&TC 44 CO. SURVEY, A-962, SAVE & EXCEPT A 4 AC TRACT
PANSY CRAIG MEHARG	EP OPERATING L.P.	08/15/1994	343	379	Hardeman	TX	48 ACS, M/L, BEING THE S 48 ACS OF THE E 96 ACS OF THE N 214 ACS OF SEC.72, BLOCK 16, H&TC RR CO. SURVEY, A-962
GLENN HABERN	ENSERCH EXPLORATION, INC.	08/20/1997	366	751	Hardeman	TX	52.20 ACS. M/L, BEING 84 ACS OUT OF THE N/2 SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099, SAVE & EXCEPT 31.8 ACS
MARIAN ELIZABETH WEBB MILLER	KEY PRODUCTION COMPANY, INC.	08/20/2002	398	493	Hardeman	TX	TRACT 1: A TRACT OF LAND OUT OF THE JOHN MCAFEE SURVEY, CERT. NO. 1952, A-1742, TRACT 2: A TRACT OF LAND OUT OF SEC. 9, EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, TRACT 3: W&NW RR CO. SURVEY, BLOCK H, A-426, SEC. 109, TRACT 4: EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, SEC. 9
MELISSA WEBB HOGAN	KEY PRODUCTION COMPANY, INC.	08/20/2002	398	488	Hardeman	TX	TRACT 1: A TRACT OF LAND OUT OF THE JOHN MCAFEE SURVEY, CERT. NO. 1952, A-1742, TRACT 2: A TRACT OF LAND OUT OF SEC. 9, EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, TRACT 3: W&NW RR CO. SURVEY, BLOCK H, A-426, SEC. 109, TRACT 4: EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, SEC. 9
ROBIN WEBB STREET	KEY PRODUCTION COMPANY, INC.	08/20/2002	404	719	Hardeman	TX	TRACT 1: A TRACT OF LAND OUT OF THE JOHN MCAFEE SURVEY, CERT. NO. 1952, A-1742, TRACT 2: A TRACT OF LAND OUT OF SEC. 9, EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, TRACT 3: W&NW RR CO. SURVEY, BLOCK H, A-426, SEC. 109, TRACT 4: EL&RR RR CO. SURVEY, CERT. NO. 1418, A-575, SEC. 9
JAMES E. LONG, ET UX	EP OPERATING LIMITED PARTNERSHIP	08/24/1993	335	615	Hardeman	TX	80 ACS, M/L, OUT OF SEC. 398, BLOCK A, H&TC RR CO SURVEY, A-1592 & A-1597
ALICE C. FLYNN, ET AL	ENSERCH EXPLORATION, INC.	08/25/1978	223	831	Hardeman	TX	164.5 ACS, M/L, BEING ALL OF THE SW/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099
EVA MAE HURST	E P OPERATING LIMITED PARTNERSHIP	09/01/1994	343	658	Hardeman	TX	1787.04 ACS, M/L, DESCRIBED AS: S.D. GUTHRIE SURVEY, A-1698. SEC. 2: ALL OF THE E 555 ACS; EL&RR RR CO. SURVEY, A-1696 CONTAINING 286 ACS; EL&RR RR CO. SURVEY, A-577 CONTAINING 320 ACS; EL&RR RR CO. SURVEY, A-1672 CONTAINING 590 ACS; WILLIAM P. HUFF SURVEY, A-1129 CONTAINING 36.04 ACS.
HERBERT B STORY, JR, TRUSTEE	CIMAREX ENERGY CO	09/12/2007	DI07	47832	Hardeman	TX	A TRACT OF 16.609 ACS OF LAND OUT OF THE NW/C OF THE EL&RR RR CO SURVEY 9, A-576
NANCY HUFF BRADFORD	CIMAREX ENERGY CO	09/12/2007	DI07	47833	Hardeman	TX	A TRACT OF 16.609 ACS OF LAND OUT OF THE NW/C OF THE EL&RR RR CO SURVEY 9, A-575
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO	09/12/2007	DI07	47791	Hardeman	TX	A TRACT OF 16.609 ACS OF LAND OUT OF THE NW/C OF THE EL&RR RR CO SURVEY 9, A-577
THE SUMMERLEE FOUNDATION	VISTA RESOURCES	09/15/1999	379	717	Hardeman	TX	APPROX. 110.5 ACRES, M/L, OUT OF THE SE/4 OF SEC. 109, BLOCK H, W&NW RY. CO. SURVEY, ASBST. NO. 426
BILLY JOE WORD, ET UX PATSY RUTH	ENSERCH EXPLORATION, INC.	09/20/1978	223	849	Hardeman	TX	660 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
EDGAR WORD FRENCH ET UX KENDALL FRENCH	ENSERCH EXPLORATION, INC.	09/20/1978	223	840	Hardeman	TX	657 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
ERMA WORD HARRIS ET VIR, W. L. HARRIS	ENSERCH EXPLORATION, INC.	09/20/1978	223	843	Hardeman	TX	658 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
FRED WORD, ET UX, DOYLEENE WORD	ENSERCH EXPLORATION, INC.	09/20/1978	223	846	Hardeman	TX	659 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
MILLARD S. WORD, ET UX, FLORA ANN	ENSERCH EXPLORATION, INC.	09/20/1978	223	855	Hardeman	TX	662 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
RUTH WORD SHERMAN ET VIR M. R.	ENSERCH EXPLORATION, INC.	09/20/1978	223	852	Hardeman	TX	661 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
TOM WORD ET UX, TOMAREE WORD	ENSERCH EXPLORATION, INC.	09/20/1978	223	858	Hardeman	TX	663 ACS, M/L, BEING ALL OF SEC. 24, BLOCK H, W&NW RR CO. SURVEY, LESS A 317 ACRE TRACT
FARIS E. WEST, ET AL	EEX OPERATING L.P.	09/20/1998	372	658	Hardeman	TX	49.40 ACS, M/L, OUT OF THE W/2 OF SEC. 67, BLOCK 16, H&TC RR CO SURVEY, A-259, HARDEMAN CO., TX
BONILEE KEY GARRETT, ET AL	ENSERCH EXPLORATION, INC.	09/27/1978	224	577	Hardeman	TX	640 ACRES, M/L BEING ALL OF SEC. 25, BLOCK H, W& NW RR CO. SURVEY, LESS A 317 ACRE TRACT
THE SUMMERLEE FOUNDATION	CIMAREX ENERGY CO	09/27/2006	DI06	46334	Hardeman	TX	JM MCAFEE SURVEY, A-1742, SEC. 2

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CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	10/16/2002	399	198	Hardeman	TX	TRACT NO. 1, SEC. 10 CONTAINING 89.42 ACS, M/L, TRACT 2, SEC. 10, BEING CALLED 14.54 ACS, M/L
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	10/16/2002	399	193	Hardeman	TX	TRACT NO. 1, SEC. 10 CONTAINING 89.42 ACS, M/L, TRACT 2, SEC. 10, BEING CALLED 14.54 ACS, M/L
CAROLINE GORE GRAUPMAN	C. WAYNE ATCHISON	10/18/2002	399	328	Hardeman	TX	GC & SF RY CO., 1079, SEC. 2 ALL OF THE 296 AC DURHAM TRACT OUT OF SEC. 2, TRACT 1 LIMITED INsofar ONLY AS TO LANDS WITHIN THE 60 AC SUBJECT TO DURHAM FARMS UNIT NO. 2
HELEN GORE WOOD	C. WAYNE ATCHISON	10/18/2002	399	316	Hardeman	TX	GC & SF RY CO., 1079, SEC. 2 ALL OF THE 296 AC DURHAM TRACT OUT OF SEC. 2, TRACT 1 LIMITED INsofar ONLY AS TO LANDS WITHIN THE 60 AC SUBJECT TO DURHAM FARMS UNIT NO. 1
NANCY GORE FRY	C. WAYNE ATCHISON	10/18/2002	399	324	Hardeman	TX	GC & SF RY CO., 1079, SEC. 2 ALL OF THE 296 AC DURHAM TRACT OUT OF SEC. 2, TRACT 1 LIMITED INsofar ONLY AS TO LANDS WITHIN THE 60 AC SUBJECT TO DURHAM FARMS UNIT NO. 3
REBECCA DAVENPORT	C. WAYNE ATCHISON	10/18/2002	399	320	Hardeman	TX	GC & SF RY CO., 1079, SEC. 2 ALL OF THE 296 AC DURHAM TRACT OUT OF SEC. 2, TRACT 1 LIMITED INsofar ONLY AS TO LANDS WITHIN THE 60 AC SUBJECT TO DURHAM FARMS UNIT NO. 1
JERRY WAYNE MORTON	KEY PRODUCTION COMPANY, INC.	10/22/2001	393	355	Hardeman	TX	EL & RR RR CO. SURVEY, A-1672 SEC. 10 AND S. D. GUTHRIE SURVEY, A-1698 SEC. 2
CHERYL MORTON JOHNSON	KEY PRODUCTION COMPANY, INC.	10/23/2001	393	523	Hardeman	TX	EL & RR RR CO. SURVEY, A-1672 SEC. 10 AND S. D. GUTHRIE SURVEY, A-1698 SEC. 2
CECILE GRANGE	EP OPERATING LIMITED PARTNERSHIP	11/01/1994	343	814	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
FRANKIE JEAN GRANGE, ET AL	EP OPERATING LIMITED PARTNERSHIP	11/01/1994	343	806	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
JANE GRANGE DARLING	EP OPERATING LIMITED PARTNERSHIP	11/01/1994	343	810	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
SAM D. GRANGE	EP OPERATING LIMITED PARTNERSHIP	11/01/1994	343	431	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
JOHN N HUFF III	VISTA RESOURCES	11/01/1999	379	342	Hardeman	TX	A TRACT OF LAND OUT OF SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ASBST. NO. 1742 AND A TRACT OF LAND OUT OF SEC. 9, E.L.& R.R. RY. CO. SURVEY, ABST. NO. 575
ANN PERKINS KAKER	EP OPERATING LIMITED PARTNERSHIP	11/03/1994	344	533	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
C. B. CHRISTIE, JR.	EP OPERATING LIMITED PARTNERSHIP	11/04/1994	343	428	Hardeman	TX	28 ACS, M/L OUT OF SEC. 3, EL & RR CO SURVEY, A-638
GLENN M. TERRELL	ENSERCH EXPLORATION, INC.	11/10/1982	251	322	Hardeman	TX	31.8 ACS, M/L, OUT OF THE SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1101
LACY D. TERRELL, JR., ET AL	ENSERCH EXPLORATION, INC.	11/10/1982	251	319	Hardeman	TX	31.8 ACS, M/L, OUT OF THE SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099
NINA RUTH TERRELL HABERN	ENSERCH EXPLORATION, INC.	11/10/1982	251	328	Hardeman	TX	31.8 ACS, M/L, OUT OF THE SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1099
SARAH ELIZABETH TERRELL WILSON	ENSERCH EXPLORATION, INC.	11/10/1982	251	325	Hardeman	TX	31.8 ACS, M/L, OUT OF THE SE/4 OF SEC. 20, BLOCK H, W&NW RR CO. SURVEY, A-1100
MARY ANN SORENSEN, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF IVAN H. SORENSEN, DECEASED	EP OPERATING LIMITED PARTNERSHIP	11/10/1994	344	829	Hardeman	TX	365.5 ACRES, M/L BEING ALL OF THE E/2 OF SEC. 70, BLOCK H, W&NW RR CO. SURVEY, A-1644

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RUTH G. EBBERT AND HUSBAND, JOHN D. EBBERT	EP OPERATING LIMITED PARTNERSHIP	11/10/1994	345	413	Hardeman	TX	365.5 ACRES, M/L BEING ALL OF THE E/2 OF SEC. 70, BLOCK H, W&NW RR CO. SURVEY, A-1644
MICHAEL BARROWS	CIMAREX ENERGY CO.	11/20/2010	DI11	52767	Hardeman	TX	ALL OF SEC. 399, BLOCK A, H&TC RR CO. SURVEY, A-205
JYME CLAUDENE LONG, A WIDOW	CIMAREX ENERGY CO.	11/26/2004	414	638	Hardeman	TX	H&TC RR CO SVY, BLOCK A, A-1597 SEC. 398: ENTIRE, LESS & EXCEPT THAT CERTAIN 40 ACRE PRORATION UNIT FOR THE LONG NO. 3X UNIT
HERMAN E. CARPENTER	CIMAREX ENERGY CO.	12/01/2010	DI11	52771	Hardeman	TX	ALL OF SEC. 399, BLOCK A, H&TC RR CO. SURVEY, A-206
THE ESSIE WILSON GREEN TRUST	CIMAREX ENERGY CO.	12/01/2010	DI11	52769	Hardeman	TX	ALL OF SEC. 399, BLOCK A, H&TC RR CO. SURVEY, A-205
CANDICE BULLINGTON BEST	DMC PETROLEUM INC	12/09/1995			Hardeman	TX	Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
THE ESTHER JUDD TRUST #2.	EP OPERATING LIMITED PARTNERSHIP	12/11/1992	327	748	Hardeman	TX	640 ACS, M/L, BEING ALL OF SEC. 399, BLOCK A, H&TC RR CO SURVEY, A-205
HYSON WELLS AND WIFE ALLYN WELLS	CHARLES MILLION	12/13/1973	205	576	Hardeman	TX	365.5 ACS, M/L, BEING ALL OF THE N/2 OF SEC. 96, BLOCK H, W&NW RR CO SURVEY, A-1699
NAOMI G. NICHOLS, ET AL	CHARLES MILLION	12/14/1973	205	567	Hardeman	TX	320 ACS, M/L, BEING ALL OF THE E/2 OF SEC. 97, BLOCK H, W&NW RR CO SURVEY, A-420
THOMAS WARREN MURPHY, A WIDOWER	CIMAREX ENERGY CO.	12/17/2010			Hardeman	TX	80 ACS OF LAND RETAINED BY THE BOTTOMS "11" NO. 1 ST 1 UNIT: BEING 29.8426 ACRES IN SURVEY NO. 14, C&M RR CO SURVEY, A-1465, AND 50.1574 ACRES IN SURVEY NO. 11, C&M RR CO SURVEY, A-552, AND BEING
JOHN N HUFF III	DMC PETROLEUM INC	12/20/1994	347	928	Hardeman	TX	Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
HERBERT B STORY JR TRUSTEE	DMC PETROLEUM INC	12/26/1994	347	762	Hardeman	TX	Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.
MARIAN E WEBB MILLER	DMC PETROLEUM INC	12/26/1994			Hardeman	TX	Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L. TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L. TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.

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MARY VIRGINIA BULLINGTON	DMC PETROLEUM INC	12/26/1994			Hardeman	TX	<p>Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L.</p> <p>TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L.</p> <p>TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.</p>
NANCY HUFF BRADFORD	DMC PETROLEUM INC	12/26/1994	347	787	Hardeman	TX	<p>Tract 1: BEING ALL OF THE S/2 OF SEC. 85, A-414, W&NW RR CO. SURVEY, CONTAINING 320 ACRES, M/L.</p> <p>TRACT 2: BEING THE S/2 NE/4; AND S/2 SE/4 OF SEC. 3, A-533, TT RR CO SURVEY, HARDEMAN CO., TX; AND THE N/2 NE/4 OF SEC. 4, A-1422, TT RR CO. SURVEY, CONTAINING 240 ACRES M/L.</p> <p>TRACT 3: TWO TRACT OF LAND OUT OF THE SURVEY NO. 2 OF THE JOHN M. MCAFEE SURVEY, CERT. NO. 1952, ABST. 1742, CONTAINING 146.92 ACRES, M/L.</p>

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Worth K. Gragg	Dry Fork Production Co., LLC	6/5/2003	1199	22	Palo Pinto	TX	SW/4 of J. Pointevent Survey No. 2, Blk 1, A-1931
Drabing Family Trust	Dry Fork Production Co., LLC	2/25/2004	1239	178	Palo Pinto	TX	SW/4 of J. Pointevent Survey No. 2, Blk 1, A-1931
Bond Operating Co.	Dry Fork Production Co., LLC	12/1/2003	1229	32	Palo Pinto	TX	SW/4 of J. Pointevent Survey No. 2, Blk 1, A-1931
Janice Annette Deno	Dry Fork Production Co., LLC	6/5/2003	1202	293	Palo Pinto	TX	SW/4 of J. Pointevent Survey No. 2, Blk 1, A-1931
Murry Smith	Dry Fork Production Co., LLC	2/20/2004	1230	254	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Alfred Smith	Dry Fork Production Co., LLC	2/20/2004	1232	641	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Claude Smith	Dry Fork Production Co., LLC	2/20/2004	1241	339	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Adele Grimes Castle	Dry Fork Production Co., LLC	4/1/2004	1241	335	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Glover Steiner Johns IV Trust	Dry Fork Production Co., LLC	7/6/2004	1255	43	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Sharon Gill Vogtsberger	Dry Fork Production Co., LLC	4/1/2004	1237	864	Palo Pinto	TX	S/2 of John Hays Survey, A-222
James R. Howell	Dry Fork Production Co., LLC	4/1/2004	1234	901	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Dabney Coleman	Dry Fork Production Co., LLC	7/12/2004	1255	49	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Douglas Lee Johns	Dry Fork Production Co., LLC	6/11/2004	1252	615	Palo Pinto	TX	S/2 of John Hays Survey, A-222
William Negley	Dry Fork Production Co., LLC	4/1/2004	1255	39	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Burleson Grimes II	Dry Fork Production Co., LLC	6/6/2004	1255	858	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Eleanor Grimes Butt	Dry Fork Production Co., LLC	6/11/2004	1252	612	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Randolph Coleman	Dry Fork Production Co., LLC	4/1/2004	1234	613	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Beverly McCall	Dry Fork Production Co., LLC	4/1/2004	1235	260	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Claudia Works	Dry Fork Production Co., LLC	4/1/2004	1235	257	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Star Atmar	Dry Fork Production Co., LLC	4/1/2004	1241	342	Palo Pinto	TX	S/2 of John Hays Survey, A-222
John Newman, Jr.	Dry Fork Production Co., LLC	4/1/2004	1242	896	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Tommie Howell	Dry Fork Production Co., LLC	4/1/2004	1234	904	Palo Pinto	TX	S/2 of John Hays Survey, A-222
Inez Caudill, et al	Dry Fork Production Co., LLC	6/5/2003	1261	344	Palo Pinto	TX	320 acres out of the Henry Meier Survey No. 95, A-318 and 55 acres out of the Albert Sidney Johnson Survey No. 96, A-262
John A. Slatery	Cabot Petro Corp	8/3/1983	612	860	Palo Pinto	TX	310.5 acres out of Section 23 & 160 acres out of Section 26
Michael Habing, et al	Cabot Petro Corp	8/3/1983	612	855	Palo Pinto	TX	310.5 acres out of Section 23 & 160 acres out of Section 27
J. Fred Kramer, Jr.	Cabot Petro Corp	12/16/1983	622	796	Palo Pinto	TX	310.5 acres out of Section 23 & 160 acres out of Section 28
J. Fred Kramer, Jr., et al	Coastal Plains Energy, Inc.	3/1/2005	1136	595	Palo Pinto	TX	310.5 acres out of Section 23 & 160 acres out of Section 29
Lester C. Beaty, et ux	Coastal Plains Energy, Inc.	4/7/1993	787	788	Palo Pinto	TX	82 acres out of Section 23
State of Texas	Coastal Plains Energy, Inc.	10/19/1993	800	279	Palo Pinto	TX	83 acres out of Section 23
Edna Chestnut Sides	Cumming Co., Inc.	1/26/1996	878	801	Palo Pinto	TX	NE/4 of Section 26
C. Brodie Hyde, et ux	Hyde Oil & Gas Corp	11/1/1996	911	854	Palo Pinto	TX	NE/4 of Section 26
Bernie H. Peak Trust	Mac Shafer	4/1/1996	883	691	Palo Pinto	TX	NE/4 of Section 26
Amizette Clark	Mac Shafer	4/1/1996	886	147	Palo Pinto	TX	NE/4 of Section 26
Shirla Howard	Mac Shafer	4/1/1996	888	674	Palo Pinto	TX	NE/4 of Section 26
W.P.H. McFaddin IV	Mac Shafer	6/1/1996	888	675	Palo Pinto	TX	NE/4 of Section 26
G.A.N. McFaddin, et ux	Mac Shafer	4/1/1996	883	267	Palo Pinto	TX	NE/4 of Section 26
Mamie White Edson	Mac Shafer	4/1/1996	884	718	Palo Pinto	TX	NE/4 of Section 26
Etna Matzner	Mac Shafer	4/1/1996	883	265	Palo Pinto	TX	NE/4 of Section 26
Garnette Northcott Pitts	Shafer Oil & Gas Properties	5/29/1996	888	676	Palo Pinto	TX	NE/4 of Section 26
Presbyterian Childeren's Home	Coastal Plains Energy, Inc.	5/15/1996	887	543	Palo Pinto	TX	NE/4 of Section 26

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FRED M JARVIS RT	GAEDEKE OIL & GAS OPERATING LLC	9/12/2008	1017	524	Jackson	OK	NE/4	31	1S	23W
BURNETT FLORENCE	GAEDEKE OIL & GAS OPERATING LLC	10/7/2008	1017	449	Jackson	OK	N/2	29	1S	23W
BETTY J SHUMAKER RT	GAEDEKE OIL & GAS OPERATING LLC	6/30/2008	1017	594	Jackson	OK	SW/4	20	1S	23W
FLORENCE BURNETT LE, AUDEAN TUELL REMANDERMAN (PROTECTION LEASE)	GAEDEKE OIL & GAS OPERATING LLC	9/3/2008	1017	518	Jackson	OK	NE/4	20	1S	23W
FLORENCE BURNETT LE, L CONAWAY REMANDERMAN (PROTECTION LEASE)	GAEDEKE OIL & GAS OPERATING LLC	9/3/2008	1017	516	Jackson	OK	NE/4	20	1S	23W
FLORENCE BURNETT, AUDEAN TUELL AIF	GAEDEKE OIL & GAS OPERATING LLC	9/3/2008	1017	514	Jackson	OK	NE/4	20	1S	23W
GENE ALAN PAULSGROVE & CAROL SUE PAULSGROVE JT	GAEDEKE OIL & GAS OPERATING LLC	9/2/2008	1017	522	Jackson	OK	E/2 SE/4; W/2 SE/4	20	1S	23W
JC FOWLER RT	GAEDEKE OIL & GAS OPERATING LLC	7/7/2008	1017	463	Jackson	OK	NW/4	20	1S	23W
MARGARET LOTITO & LISA LOTITO HEALD JT	GAEDEKE OIL & GAS OPERATING LLC	8/12/2008	1018	3	Jackson	OK	NW/4	20	1S	23W
CROSBY JULIE ANN	R D DAVIS & ASSOCIATES LLC	3/1/2012	1079	779	Jackson	OK	N/2 NE/4	17	2S	23W
GERALD NEELEY DEALING WITH HIS SEPARATE PROPERTY	GAEDEKE OIL & GAS OPERATING LLC	7/15/2008			Jackson	OK	N/2 NE/4	17	2S	23W
LYNETTA JEAN FREEMAN HEGREBERG & GERALD HEGREBERG	GAEDEKE OIL & GAS OPERATING LLC	6/24/2008			Jackson	OK	N/2 NE/4	17	2S	23W
WAYNE NEELEY DEALING WITH HIS SEPARATE PROPERTY	GAEDEKE OIL & GAS OPERATING LLC	7/15/2008			Jackson	OK	N/2 NE/4	17	2S	23W

EXHIBIT A-2

FEE MINERAL INTERESTS

See attached.

EXHIBIT A-2

FEE MINERAL INTERESTS

- **Tract 1** – 80 acres out of Section 62 (A-1527) and 85 (A-414) Block H, W&NW Ry. Co. Survey, being further described in Volume 368, Page 748, File No. 34081, Hardeman County, Texas.

- **Tract 2** – 160 acres out of the J.M. McAfee Survey No. 2, A-1742, and the E.L. & R. R. RR Co. Survey No. 8, A-575, being further described in Volume 368, Page 748, File No. 34081, Hardeman County, Texas.

- **Tract 3** – All of Section 399, Block A, Abstract No. 205, Certificate No. 31/2800, H&TC RR Co. Survey, Hardeman County, Texas containing 640 acres, more or less, being the same interest acquired by Cimarex Energy, Co. in those certain Mineral Deeds recorded at Document No. D111-51866, D111-52527, and D111-53201 in the official records, Hardeman County, Texas.

EXHIBIT A-3

SURFACE INTERESTS

See attached.

Exhibit A-3

<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Book/Inst. No.</u>	<u>Page</u>	<u>County</u>	<u>State</u>	<u>Document Type/Comments</u>
D.A. Loveless	Cimarex Energy Co.	1/21/2005	414	590	Hardeman	Texas	Pipeline Right of Way
K.D. McNabb	Cimarex Energy Co.	12/22/2004	414	303	Hardeman	Texas	Pipeline Right of Way
William D. Welch	Cimarex Energy Co.	1/21/2005	415	63	Hardeman	Texas	Pipeline Right of Way
Trent Tabor	Cimarex Energy Co.	1/20/2005	414	573	Hardeman	Texas	Pipeline Right of Way
Townly Christanelli	Cimarex Energy Co.	1/19/2005	414	577	Hardeman	Texas	Pipeline Right of Way
Carrie B. Watson	Cimarex Energy Co.	1/5/2005	414	553	Hardeman	Texas	Pipeline Right of Way
Ida G. Berngen Estate Trust	Cimarex Energy Co.	1/18/2005	414	561	Hardeman	Texas	Pipeline Right of Way
Charles G. Conley Trust, et al	Cimarex Energy Co.	3/1/2005	415	903	Hardeman	Texas	Pipeline Right of Way
Frank E. Berngen	Cimarex Energy Co.	12/15/2004	414	287	Hardeman	Texas	Pipeline Right of Way
Glenn C. Cato	Cimarex Energy Co.	12/27/2004	414	295	Hardeman	Texas	Pipeline Right of Way
Glenn C. Cato	Cimarex Energy Co.	3/3/2005	415	914	Hardeman	Texas	Pipeline Right of Way
Sam R. Judd, et ux	Cimarex Energy Co.	12/14/2004	414	299	Hardeman	Texas	Pipeline Right of Way
Sam R. Judd, et ux	Cimarex Energy Co.	2/11/2005	415	606	Hardeman	Texas	Pipeline Right of Way
Sam R. Judd, et ux	Cimarex Energy Co.	2/17/2005	416	106	Hardeman	Texas	Pipeline Right of Way
Ronnie D. Mott, et ux	Cimarex Energy Co.	1/10/2005	414	565	Hardeman	Texas	Pipeline Right of Way
James E. Jones	Cimarex Energy Co.	12/16/2004	414	291	Hardeman	Texas	Pipeline Right of Way
Leon O'Neal, et ux	Cimarex Energy Co.	1/12/2005	414	569	Hardeman	Texas	Pipeline Right of Way
Zacaweista Land & Cattle Company	Cimarex Energy Co.	1/19/2005	414	581	Hardeman	Texas	Pipeline Right of Way
Milligan Family Trust	Cimarex Energy Co.	2/2/2005	416	110	Hardeman	Texas	Pipeline Right of Way
Quail Trails, L.L.C.	Cimarex Energy Co.	5/11/2005	416	314	Hardeman	Texas	Pipeline Right of Way
Joseph A. Baller, Jr., et ux	Eagle Hydrocarbons Inc.	6/15/2015	DI15-60020		Hardeman	Texas	Pipeline Right of Way
Jere Lynne Jeffrey Rickman	Cimarex Energy Co.	1/20/2005	414	585	Hardeman	Texas	Pipeline Right of Way
Joe D. Bloodworth, et al	Cimarex Energy Co.	2/13/2006	422	56	Hardeman	Texas	Pipeline Right of Way
Christy Long Kirk, et al	Cimarex Energy Co.	3/9/2006	422	46	Hardeman	Texas	Pipeline Right of Way
Elsie M. Turner	Cimarex Energy Co.	2/14/2006	422	53	Hardeman	Texas	Pipeline Right of Way
Joel D. McClellan, et ux	E.G. Operating	4/11/1997	362	22	Hardeman	Texas	Pipeline Right of Way
C.G. Conley Trust, et al	E.G. Operating	3/7/1997	362	66	Hardeman	Texas	Pipeline Right of Way
Garland Caldwell	E.G. Operating	4/2/1997	362	63	Hardeman	Texas	Pipeline Right of Way
Diane Waldo	E.G. Operating	4/3/1997	362	60	Hardeman	Texas	Pipeline Right of Way
Ann Marie Judd Morris	QZ Energy, LLC	5/3/2018	DI18-62829		Hardeman	Texas	Pipeline Right of Way
BNSF Railway Company	Cimarex Energy Services, Inc.	4/11/2005	04-27865		Hardeman	Texas	Pipeline Right of Way
Kevin Thomas, et ux	Eagle Hydrocarbons Inc.	10/6/2017	DI18-62559		Hardeman	Texas	Pipeline Right of Way
Zacaweista Land & Cattle Company	Eagle Hydrocarbons Inc.	10/23/2015	DI15-60239		Hardeman	Texas	Pipeline Right of Way
Compress Partners LTD, et al	Eagle Hydrocarbons Inc.	7/15/2019	DI19-64593		Hardeman	Texas	Water Pipeline Right of Way
Quail Trails, L.L.C., et al	Eagle Hydrocarbons Inc.	5/10/2019	DI19-64362		Hardeman	Texas	Road Way Access Agreement - Quail Lane
Holmes Properties, LTD	Eagle Hydrocarbons Inc.	1/1/2017	Not Recorded		Hardeman	Texas	Saltwater Disposal Agreement
Glynn W. Love, et ux	Key Production Company, Inc.	11/30/1999	379	466	Hardeman	Texas	Saltwater Disposal Agreement
Quail Trails, L.L.C., et al	Eagle Hydrocarbons Inc.	5/10/2019	DI19-64594		Hardeman	Texas	Road Way Access Agreement - Summerlee 8
Helen F. Parker	Eagle Hydrocarbons Inc.	12/13/2016	Not Recorded		Hardeman	Texas	Saltwater Disposal Agreement
D.A. Loveless	Brock Gas Systems & Equipment, Inc.	10/8/2002	398	939	Hardeman	Texas	Plant Site Lease
Cimarex Energy Co., et al	Eagle Energy Acquisitions LP	10/1/2013	DI13-57870		Hardeman	Texas	Warranty Deed
Stapp Ranch, LP	Eagle Hydrocarbons Inc.	1/20/2015	Not Recorded		Hardeman	Texas	Saltwater Disposal Agreement

EXHIBIT B

WELLS

See attached.

Exhibit B

Well Name	API	County	State
Angelo 4-2H	42-197-31676	Hardeman	Texas
DURHAM FARMS UNIT 1	42-197-31547	Hardeman	Texas
GERALD UNIT #1	42-197-31185	Hardeman	Texas
GILLIAM C J #1 SWD	42-197-30048	Hardeman	Texas
GILLIAM C J #3	42-197-30278	Hardeman	Texas
GILLIAM CJ #5ST	42-197-31710	Hardeman	Texas
HOLMES #7	42-197-31276	Hardeman	Texas
HOLMES 284 #3 SWD	42-197-31277	Hardeman	Texas
HOLMES 284 #4ST	42-197-31280	Hardeman	Texas
HOLMES 284 #5	42-197-31281	Hardeman	Texas
HOLMES 284-6	42-197-31286	Hardeman	Texas
HOLMES-NEAL 284 UNIT 1	42-197-31265	Hardeman	Texas
HURST #2H	42-197-31313	Hardeman	Texas
JMOJ #3 (F.K.A. HURST #3)	42-197-31479	Hardeman	Texas
HURST #4	42-197-30453	Hardeman	Texas
HURST 10 #1	42-197-31328	Hardeman	Texas
JMOJ #12H (F.K.A. HURST 12H)	42-197-31565	Hardeman	Texas
HURST 6H	42-197-00133	Hardeman	Texas
HURST B 9H	42-197-31541	Hardeman	Texas
HURST C 5H	42-197-31489	Hardeman	Texas
HURST D 7H	42-197-31521	Hardeman	Texas
JAMES LONG 1	42-197-30646	Hardeman	Texas
Johnson 1-1H	42-197-31662	Hardeman	Texas
JUDD 1A	42-197-30765	Hardeman	Texas
JUDD 399 #1	42-197-31366	Hardeman	Texas
LONG 398 3X	42-197-31316	Hardeman	Texas
LONG 398 A4	42-197-31364	Hardeman	Texas
LONG 6	42-197-31581	Hardeman	Texas
LONG 7	42-197-31580	Hardeman	Texas
LONG 8	42-197-31585	Hardeman	Texas
LOVE 20 ST1 3	42-197-30567	Hardeman	Texas
LOVE 20 4 SWD	42-197-30589	Hardeman	Texas
LOVE UNIT #1	42-197-31433	Hardeman	Texas
MCMICHAEL 59 #1	42-197-31393	Hardeman	Texas
MCNABB #4H	42-197-31470	Hardeman	Texas
MEHARG UNIT NO. 1	42-197-31444	Hardeman	Texas
MILLIGAN 1	42-197-31744	Hardeman	Texas
NEAL 2-1	42-197-31318	Hardeman	Texas
ROBINSON 1H	42-197-31739	Hardeman	Texas
ROBINSON 2H	42-197-31755	Hardeman	Texas
SORENSEN 70 #1	42-197-31322	Hardeman	Texas
Spanky 2-2H	42-197-31678	Hardeman	Texas
STEPP 110 #1	42-197-31325	Hardeman	Texas
STEPP JUDD 1H	42-197-31745	Hardeman	Texas
STEPP-HURST 110 UNIT #1	42-197-31307	Hardeman	Texas
STEPP-HURST 110 UNIT #2	42-197-31319	Hardeman	Texas
STEPP-HURST 110-1 SW	42-197-31720	Hardeman	Texas
SUMMERLEE #1 CONGLOMERATE	42-197-31513	Hardeman	Texas
SUMMERLEE 6H	42-197-31576	Hardeman	Texas
SUMMERLEE 8H	42-197-31588	Hardeman	Texas
SUMMERLEE A 7H	42-197-31578	Hardeman	Texas
SUMMERLEE NO. 1H	42-197-20035	Hardeman	Texas
SUMMERLEE STEPP UNIT 1H	42-197-31527	Hardeman	Texas
SUMMERLEE UNIT 3	42-197-31555	Hardeman	Texas

Exhibit B

Well Name	API	County	State
SUMMERLEE UNIT B-2H	42-197-31553	Hardeman	Texas
WELLS UNIT #1	42-197-31439	Hardeman	Texas
WELLS UNIT #2	42-197-31721	Hardeman	Texas
WELLS UNIT #3ST	42-197-31728	Hardeman	Texas
WELLS-NICHOLS #1	42-197-30294	Hardeman	Texas
WELLS-NICHOLS #4	42-197-31711	Hardeman	Texas
WELLS-NICHOLS #5 SWD	42-197-31727	Hardeman	Texas
WEST ESTATE #1	42-197-31423	Hardeman	Texas
WEST ESTATE UNIT #2	42-197-31452	Hardeman	Texas
YOUNG #1	42-197-31448	Hardeman	Texas
Zip 74-1H	42-197-31685	Hardeman	Texas
CATO-HOLMES UNIT 1	42-197-30954	Hardeman	Texas
MCNABB 1	42-197-30303	Hardeman	Texas
MCNABB 2	42-197-30524	Hardeman	Texas
MCNABB 3	42-197-30303	Hardeman	Texas
WORD A 2	42-197-31451	Hardeman	Texas
DEWITT 1-17H	35-065-20268	Jackson	Oklahoma
EDDIE 2-31H	35-065-20265	Jackson	Oklahoma
HATCH 2-29H	35-065-20262	Jackson	Oklahoma
EDDIE 1-31H	35-065-20249	Jackson	Oklahoma
HATCH 1-29	35-065-20245	Jackson	Oklahoma
CAROL SUE 1-20	35-065-20243	Jackson	Oklahoma
JUDD 'A' 3	42-197-31750	Hardeman	Texas
JUDD 'A' 2	42-197-31743	Hardeman	Texas
JUDD 'A' 1	42-197-31715	Hardeman	Texas
Coleman 1	42-363-35293	Palo Pinto	Texas
Coleman 2	42-363-35482	Palo Pinto	Texas
Dabney 1	42-363-35361	Palo Pinto	Texas
Dabney 2	42-363-35483	Palo Pinto	Texas
Deno-Gragg 1	42-363-35219	Palo Pinto	Texas
Deno-Gragg 2	42-363-35385	Palo Pinto	Texas
Deno-Gragg 3	42-363-35526	Palo Pinto	Texas
Francis 1	42-363-35295	Palo Pinto	Texas
Gragg, P.K 1	42-363-35369	Palo Pinto	Texas

EXHIBIT C

ASSIGNED CONTRACTS

See attached.

Exhibit C

Contracts		
Party A	Party B	Document Description
Sunoco Partners Marketing & Terminals L.P.	Eagle Energy Acquisitions LP	Crude Oil Purchase Agreement (Sunoco Partners Reference No. 530697) dated March 1, 2014. See latest amendment to be effective June 1, 2020.
Sunoco Partners Marketing & Terminals L.P.	Eagle Energy Acquisitions LP	Crude Oil Purchase Agreement (Sunoco Partners Reference No. 530535) dated September 1, 2012. See latest amendment effective August 1, 2014.
PK Gathering, Inc.	Dry Fork Production Company, LLC	Compression and Transportation Agreement
Targa Midstream Services LLC	Eagle Hydrocarbons Inc.	Gas Purchase Agreement
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective March 1, 2012. Angelo Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective March 1, 2011. Johnson Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective October 1, 2011. Spanky Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective September 1, 2011. Zip Unit.
General American Oil Co. of Texas	Lone Star Producing Co., et al	Operating Agreement (AAPL Form 610-1956), effective May 1, 1975. Sections 97 & 96 Hyson Wells & Wells Nichols
Key Production Co., Inc.	EEX Operating L.P., et al	Operating Agreement (AAPL Form 610-1982), effective May 15, 1989. Section 96. Wells Unit
Mineral Development, Inc.	Brosier Oil & Gas, Inc.	Operating Agreement (AAPL Form 610-1982), effective October 16, 1992. Medicine Mounds
Key Energy of Colorado, Inc.	Ensearch Exploration, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective November 1, 1997. Gerald Unit
Expando Oil Company	General American Oil Co. of Texas, et al	Operating Agreement (AAPL Form 610-1977), effective October 8, 1982. McNabb
Key Production Co., Inc.	Phillips Petroleum Co., et al	Operating Agreement (AAPL Form 610-1982), effective May 22, 2000. McNabb
Cimarex Energy Co.	Sundown Energy, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective July 1, 2004. Summerlee Unit #3
Cimarex Energy Co.	Sundown Energy, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective August 1, 2005. Summerlee Unit #8
GLB Exploration, Inc.	Panther Energy Company, LLC, et al	Operating Agreement (AAPL Form 610-1989), effective October 19, 2012. Dewitt Unit. Jackson County, OK
Panther Energy Company, LLC	Atchley Resources, Inc.	Operating Agreement (AAPL Form 610-1989), effective July 20, 2011. Jackson County, OK
GLB Exploration, Inc.	Panther Energy Company, LLC, et al	Operating Agreement (AAPL Form 610-1989), effective August 25, 2009. Jackson County, OK
Seismic Exchange, Inc.	Eagle Energy Acquisitions LP	Master Geophysical Data Use License, effective September 24, 2012.
Merrick Systems, Inc.	Eagle Energy Acquisitions LP	Master Agreement (Production Software), effective February 29, 2012.
Eagle Hydrocarbons Inc.	Salt Flat Acquisition LLC	Seismic Data License Agreement
IHS Global	Eagle Hydrocarbons Inc.	License Agreement (Perpetual Kingdom SMT and Petra US Licenses)
TRC Consultants	Eagle Hydrocarbons Inc.	License Agreement (PHDWin Reserves Software)
MJ Systems	Eagle Hydrocarbons Inc.	License Agreement (Mud log data set)
MP2 Energy Texas LLC	Eagle Hydrocarbons Inc.	Retail Power Sales Agreement, dated May 21, 2019.

Exhibit C

MSAs		
Counterparty	Type of Agreement	Date Executed
SPOC Automation Inc.	MSA	August 9, 2018
Kiewit Welding	MSA	May 16, 2018
Cudd Pressure Control, Inc., and Cudd Pumping Services, Inc. and Bronco Oilfield Services, Inc.	MSA	November 1, 2017
Matador Petroleum Consultants, LLC	MSA	January 15, 2017
Well Optix Inc.	SAAS License Agmt	October 18, 2018
Axip Energy Services, LP	Master Compression Services Agreement	February 28, 2018
STRC Oilfield Technology LLC	MSA	September 5, 2017
Lario Transports, Inc.	MSA	August 16, 2017
L&S Hot Oil Service, Inc.	MSA	August 16, 2017
Quasar Energy Services, Inc.	MSA	August 19, 2015
Cactus Pipe & Supply	MSA	December 3, 2015
J & M Oil Field Service & Equipment	MSA	November 19, 2015
Knight Oil Tools, LLC	MSA	March 10, 2014
Energy Pipe & Equipment Rentals	MSA	March 1, 2013
Archrock Partners Operating LLC	Master Compression Services Agreement	August 22, 2018
HB Rentals	Equipment Master Rental Agreement	September 3, 2014

EXHIBIT D

FORM OF ASSIGNMENT, CONVEYANCE AND BILL OF SALE

See attached.

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

ARTICLE I DEFINED TERMS

1.1 Definitions.

(a) In addition to the terms defined in the preamble of this Assignment, for the purposes hereof, the following expressions and terms shall have the meanings set forth in this Section 1.1(a), unless the context otherwise requires:

(i) “**Contract**” means any contract, agreement, commitment, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, instrument, license, lease, purchase order or other legally binding agreement) whether written or oral, except for any Leases and Surface Interests.

(ii) “**Lease**” means any oil and gas lease, oil, gas and mineral lease or sublease, and other leasehold interest in oil and gas and/or other minerals, leasehold royalty interests, overriding royalty interests, net profits interests, net profit royalty interests, net profit overriding royalty interest, non-exclusive rights, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options and other rights of a similar nature and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests, and rights to reassignment.

(iii) “**Order**” means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

(iv) “**Petroleum Substances**” means any of crude oil, crude bitumen and products derived therefrom, synthetic crude oil, petroleum, natural gas, natural gas liquids, and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur.

(v) “**US Bankruptcy Court**” means the US Bankruptcy Court for the Northern District of Texas, Dallas Division.

(b) Other capitalized terms used in this Assignment and not otherwise defined herein and defined in the Purchase Agreement shall have the respective meanings given to such terms in the Purchase Agreement.

ARTICLE II ASSIGNMENT OF ASSETS

2.1 Assignment. Upon the terms and conditions of the Purchase Agreement and this Assignment, including the reservation and retention of the Excluded Assets as provided in

Section 2.2 hereof, Assignor hereby agrees to SELL, ASSIGN, TRANSFER, CONVEY AND GRANT unto Assignee and its successors and assigns and Assignee hereby agrees to purchase and pay for, all assets, rights, interests, and properties of Assignor and its Affiliates, including all of Assignor's and its Affiliates' right, title, estate and interest (whether absolute or contingent, legal or beneficial) in and to the following assets and interests, free and clear of any and all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) (such assets and interests, less and except the Excluded Assets, collectively, the "**Assets**"):

(a) the Leases described in Exhibit A-1, any other Lease held by Assignor in any county listed on Exhibit A-1, and any other Lease on which any of the Wells described in Exhibit B are located or that are pooled or unitized with any of the Leases described in Exhibit A-1 or any Wells described in Exhibit B (collectively, the "**Assigned Leases**"), all interests, tenements, hereditaments, and appurtenances belonging to or derived from the Assigned Leases, including all leasehold estates, royalty interests, overriding royalty interests, net revenue interests, executory interests, net profits interests, working interests, reversionary interests, mineral interests, production payments and other similar interests in the Assigned Leases, and the fee mineral interests described in Exhibit A-2 (collectively, the "**Assigned Leases and Interests**");

(b) all oil and gas wells (whether producing, inactive, temporarily or permanently abandoned, shut-in or otherwise) and any injection, disposal, or monitoring wells located on, or used or held for use in connection with, the Assigned Leases and Interests (collectively, and including the wells set forth in Exhibit B, the "**Wells**", and together with the Assigned Leases and Interests, the "**Properties**");

(c) all Petroleum Substances produced from, allocated to, or attributable to, any or all of the Properties from and after the Effective Time or held in storage or tanks or in line fill as of the Effective Time, and all proceeds therefrom;

(d) all Contracts, including sales and purchase contracts, unit operating agreements, unit agreements, pooling agreements, communitization agreements, orders and decisions of Governmental Authorities, joint operating agreements, exchange agreements, exploration agreements, development agreements, seismic licenses, balancing agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the Contracts described on Exhibit C, in each case, insofar as they relate to any other Asset (collectively, the "**Assigned Contracts**");

(e) all surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements applicable to, or used or held in connection with, the ownership, operation, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Petroleum Substances or produced water from, the Properties, including those set forth on Exhibit A-3, together with all surface fee interests in the lands covered by the Assigned Leases and Interests (collectively, the "**Surface Interests**");

(f) all tangible personal property, equipment, vehicles (excluding any leased vehicles), vessels, trailers, fixtures, inventory and improvements located on the Properties to the extent used or held for us in connection with the ownership or operation of the Properties or with

the production, treatment, sale, or disposal of Petroleum Substances produced from, or attributable to, the Properties, byproducts or waste produced from or attributable to the foregoing, but excluding any such items constituting Excluded Assets (collectively with the Real Property Interests, the “**Tangibles**”);

(g) all information, books, databases, files, records and data, whether in written or electronic format, relating to any Asset or to any Assumed Liability (collectively, the “**Records**”), which Records shall include (i) all reservoir, land, operation and production files and records, inclusive of lease records, well records, division order records, property ownership reports and files, contract files and records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, accounting records, gas; balancing files, files related to cash settlement of Imbalances, payout status files, supplier lists and files, customer lists and files; and (ii) all other data, including proprietary and non-proprietary engineering, geological, geophysical and seismic data, files and records, and any cores or cuttings (but only to the extent transferable without material restriction (including a material restriction against assignment without prior consent), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of Assignor or that Assignor has the right to obtain (either without the payment of money or delivery of other consideration or unduly burdensome effort or, upon Assignee’s written election, at Assignee’s expense) and relating to the ownership, operation, development, maintenance or repair of, or the production, gathering, treatment, processing, storing, sale or disposal of Petroleum Substances or produced water from, the other Assets; *provided* that if any Records described in clause (ii) can only be assigned to Assignee with a fee or penalty, then Assignee shall bear responsibility for such fee or penalty if Assignee desires that such Records be assigned to Assignee;

(h) all governmental (whether federal, state, tribal, or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Authority or other Third Party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Authority (whether preliminary or final) required of Assignor for the ownership, operation or use of the Properties (collectively, the “**Permits**”);

(i) except to the extent related to the Excluded Assets or the Retained Liabilities, all Claims, refunds, abatements, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Assignor;

(j) all cash call pre-payments associated with any Asset;

(k) all trade credits, accounts receivable, notes receivable, take or pay amounts receivable, and other receivables attributable to the other Assets;

(l) all buildings, houses, offices, improvements, appurtenances, field offices, unit facilities, yards, and all other field facilities used in connection with the production, gathering,

treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations with respect to the Properties and all of Assignor's right, title, and interest in and to the same ("**Real Property Interests**");

(m) all intellectual property, including all copyrights, patents, and trademarks, owned, used, or licensed in connection with the ownership or operation of the Properties;

(n) subject to the exclusion of the Retention Amount from the Assets pursuant to clause (d) of the definition of "Excluded Assets," all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits; and

(o) any refunds due to Assignor by a third party for any overpayment of rentals, royalties, excess royalty interests, or production payments attributable to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment and the Purchase Agreement.

2.2 Excluded Assets. The Assets covered by this Assignment shall not include, and Assignor hereby reserves and retains, the "**Excluded Assets**" as described in the Purchase Agreement.

ARTICLE III DISCLAIMERS

3.1 Subrogation of Warranties. To the extent transferable, Assignee and its successors and assigns shall be and are hereby subrogated to all representations, warranties and covenants by parties heretofore given or made to Assignor or its predecessors in title with respect and to the extent applicable to the Assets. To the extent provided in the preceding sentence, Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferrable and permitted by Law, the benefit of and the right to enforce all representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Assets.

3.2 Disclaimers.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY NEGATES ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THE PURCHASE AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY ASSIGNOR PURSUANT TO SECTION 2.6(a)(iii) OF THE PURCHASE AGREEMENT, WHETHER WRITTEN OR VERBAL, MADE BY ASSIGNOR OR ITS REPRESENTATIVES AND IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED, WHETHER VERBAL OR IN WRITING, TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THE PURCHASE AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY ASSIGNOR PURSUANT TO SECTION 2.6(a)(iii) OF THE PURCHASE AGREEMENT,

ASSIGNOR'S INTEREST IN AND TO THE ASSETS SHALL BE PURCHASED ON A STRICTLY "AS IS, WHERE IS" BASIS AND IN THEIR PRESENT CONDITION "WITH ALL FAULTS AS TO ALL MATTERS," AND, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THE PURCHASE AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY ASSIGNOR PURSUANT TO SECTION 2.6(a)(iii) OF THE PURCHASE AGREEMENT, THERE ARE NO COLLATERAL AGREEMENTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER MADE BY ASSIGNOR, EXPRESS OR IMPLIED, ARISING AT LAW, BY STATUTE, IN EQUITY OR OTHERWISE, WITH RESPECT TO THE ASSETS AND IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OF THE PURCHASE AGREEMENT AND IN THE OFFICER'S CERTIFICATE DELIVERED BY ASSIGNOR PURSUANT TO SECTION 2.6(a)(iii) OF THE PURCHASE AGREEMENT, THERE ARE NO COLLATERAL AGREEMENTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES MADE BY ASSIGNOR, EXPRESS OR IMPLIED, ARISING AT LAW, BY STATUTE, IN EQUITY OR OTHERWISE WITH RESPECT TO:

- (i) ANY ENGINEERING, GEOLOGICAL OR OTHER INTERPRETATION OR ECONOMIC EVALUATIONS RESPECTING THE ASSETS;
- (ii) THE QUALITY, QUANTITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES WITHIN OR UNDER THE PROPERTIES OR ANY LANDS POOLED OR UNITIZED THEREWITH;
- (iii) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR THE REVENUES OR CASH FLOWS FROM FUTURE PRODUCTION FROM THE PROPERTIES;
- (iv) THE RATES OF PRODUCTION OF PETROLEUM SUBSTANCES FROM THE PROPERTIES;
- (v) THE ENVIRONMENTAL STATE OR CONDITION OF THE PROPERTIES;
- (vi) THE AVAILABILITY OR CONTINUED AVAILABILITY OF FACILITIES, SERVICES OR MARKETS FOR THE PROCESSING, TRANSPORTATION OR SALE OF ANY PETROLEUM SUBSTANCES;
- (vii) THE QUALITY, CONDITION, FITNESS, SUITABILITY, SERVICEABILITY OR MERCHANTABILITY OF ANY TANGIBLE DEPRECIABLE EQUIPMENT OR PROPERTY INTERESTS WHICH COMPRISE THE ASSETS (INCLUDING THE TANGIBLES);
- (viii) THE ACCURACY OR COMPLETENESS OF THE DATAROOM INFORMATION OR ANY OTHER DATA OR INFORMATION SUPPLIED BY THE ASSIGNOR OR ANY OF ITS REPRESENTATIVES IN CONNECTION WITH THE ASSETS;

- (ix) THE SUITABILITY OF THE ASSETS FOR ANY PURPOSE;
- (x) THE VALIDITY OR ENFORCEABILITY OF THE ASSIGNED CONTRACTS OR THE ABILITY TO ASSIGN ANY OF THE ASSIGNED CONTRACTS;
- (xi) THE NATURE AND QUANTUM OF THE ASSUMED LIABILITIES;
- (xii) COMPLIANCE WITH APPLICABLE LAWS; OR
- (xiii) THE TITLE AND INTEREST OR OWNERSHIP OF ASSIGNOR IN AND TO THE ASSETS.

(b) AFTER AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS OWN SELECTION, ASSIGNEE ACKNOWLEDGES THAT THE DISCLAIMERS AND WAIVERS GIVEN IN AND UNDER THIS ASSIGNMENT SHALL BE CONSIDERED MATERIAL AND INTEGRAL PARTS OF THIS ASSIGNMENT, WITH CONSIDERATION GIVEN THEREFOR, AND ACKNOWLEDGES THAT ALL DISCLAIMERS AND WAIVERS ARE “CONSPICUOUS” AND HAVE BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL DISCLAIMERS AND WAIVERS.

(c) Without restricting the generality of the foregoing, Assignee acknowledges that it has made (or will make prior to Closing) its own independent investigation, analysis, evaluation and inspection of Assignor’s interests in the Assets and the state and condition thereof and that it is satisfied with, and has relied solely on, such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Assets and those matters specifically enumerated in Section 3.2(a).

(d) Except with respect to the representations and warranties in section 4.1 of the Purchase Agreement and in the Officer’s Certificate delivered by Assignor pursuant to section 2.6(a)(iii) of the Purchase Agreement or in the event of fraud, Assignee forever releases and discharges Assignor and its Representatives from any Claims and all liability to Assignee or Assignee’s assigns and successors, as a result of the use or reliance upon advice, information or materials pertaining to the Assets which was delivered or made available to Assignee by Assignor or its Representatives prior to or pursuant to the Purchase Agreement, including any evaluations, projections, reports and interpretive or non-factual materials prepared by or for Assignor, or otherwise in Assignor’s possession.

(e) ASSIGNEE ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL, GAS AND WATER AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER HAZARDOUS SUBSTANCES LOCATED ON, UNDER OR ASSOCIATED WITH THE ASSETS AND THE ASSETS MAY ALSO CONTAIN PREVIOUSLY PLUGGED AND ABANDONED WELLS, BURIED PIPELINES, STORAGE TANKS, AND OTHER EQUIPMENT, WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY NOT BE KNOWN BY ASSIGNOR OR BE READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS. EQUIPMENT AND

SITES INCLUDED IN THE ASSETS MAY CONTAIN NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS; THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES; AND NORM CONTAINING MATERIAL AND OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE BEEN BURIED, COME IN CONTACT WITH THE SOIL OR OTHERWISE BEEN DISPOSED OF ON OR AROUND THE ASSETS. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES, INCLUDING HYDROGEN SULFIDE GAS AND NORM FROM THE ASSETS. FROM AND AFTER THE CLOSING, ASSIGNEE SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE ASSETS (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, NORM AND OTHER WASTES), PRESENT AFTER THE CLOSING DATE, IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

ARTICLE IV ASSUMED LIABILITIES

4.1 Pursuant to Section 2.5 of the Purchase Agreement, except for any Retained Liabilities, Assignee hereby assumes as of the Closing Date and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) all of the Assumed Liabilities, subject to the provisions of the Purchase Agreement.

ARTICLE V MISCELLANEOUS

5.1 *Assignment Subject to Purchase Agreement.* This Assignment is delivered expressly pursuant to, and is hereby made subject to, the terms, covenants and conditions of the Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to release or impair any surviving rights or obligations of either Party with respect to the other under the Purchase Agreement.

5.2 *Separate Assignments.* Where separate assignments of the Assets have been or will be executed for filing in other recording jurisdictions or counties or for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor or Assignee and (c) shall be deemed to contain

all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deeds or assignments.

5.3 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the US Bankruptcy Code apply, the Purchase Agreement and this Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas applicable to contracts made and to be performed entirely in such state (except that, with respect to issues relating to real property for any Properties located in the State of Oklahoma, the Laws of the State of Oklahoma shall govern) without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Texas applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the US Bankruptcy Court, (i) the US Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of the Purchase Agreement and this Assignment and to decide any Claims or disputes which may arise or result from, or be connected with, the Purchase Agreement and this Assignment, any breach or default hereunder or thereunder, or the transactions contemplated hereby or thereby and (ii) any and all Claims relating to the foregoing shall be filed and maintained only in the US Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the US Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided, however, that, if the Chapter 15 Case is closed, all Proceedings arising out of or relating to the Purchase Agreement and this Assignment shall be heard and determined in a Texas state court or a federal court sitting in the United States District Court for the Northern District of the State of Texas, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail or any other manner permitted by Applicable Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF ASSIGNOR, ASSIGNEE OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

5.4 Parties in Interest. Except as otherwise expressly provided herein, this Assignment is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall, confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

5.5 Counterparts.

(a) This Assignment may be executed and delivered in counterparts, and all such executed counterparts shall together constitute one and the same agreement.

(b) To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.

5.6 Receiver. Assignee acknowledges that Receiver is acting solely in its capacity as the Court-appointed receiver and manager of Eagle Energy, and not in its personal or corporate capacity. Under no circumstances shall Receiver or any of its Representatives have any liability pursuant to this Assignment, or in relation to the Transaction, in its or their personal or corporate capacity, whether such liability be in contract, tort or otherwise, except in the case of fraud, gross negligence or willful misconduct of Receiver.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of [●], 2020, but effective for all purposes as of the Effective Time.

ASSIGNOR:

FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of **EAGLE HYDROCARBONS INC.**, and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc. "Assignor")

By: _____
Name: [●]
Title: [●]

ASSIGNEE:

AGUILA ENERGY, LLC

By: _____
Name: [●]
Title: [●]

Exhibit A-1 – Assigned Leases

Exhibit A-2 - Fee Mineral Interests

Exhibit A-3 – Surface Interests

Exhibit B – Wells

Exhibit C – Assigned Contracts

EXHIBIT E

FORM OF OFFICER'S CERTIFICATE

[VENDOR'S][PURCHASER'S] OFFICER'S CERTIFICATE

TO: **[Name of Vendor/Purchaser] ["Vendor"] ["Purchaser"]**

RE: Purchase and Sale Agreement dated May 28, 2020 between Vendor and Purchaser (the "**Agreement**")

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "**Certificate**").

I, **[Name]**, **[Position]** of **[Name of Vendor/Purchaser] ["Vendor"] ["Purchaser"]** hereby certify that as of the date of this Certificate:

1. The undersigned is personally familiar, in **[his][her]** capacity as an officer of **[Vendor][Purchaser]**, with the matters hereinafter mentioned.
2. **[The representations and warranties of Vendor contained in section 4.1 of the Agreement were true and correct (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect or other similar qualifiers) when made and are true and correct (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect or other similar qualifiers) as of the Closing Date; provided that in the event of a breach or inaccuracy in the representations and warranties of Vendor contained in section 4.1 of the Agreement, the effect of all such breaches or inaccuracies in such representations and warranties taken together does not result in a Material Adverse Effect.][The representations and warranties of Purchaser contained in section 4.2 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.]**
3. All covenants and obligations of **[Vendor][Purchaser]** contained in the Agreement to be performed prior to or at Closing have been timely performed in all material respects.
4. This Certificate is made for and on behalf of the **[Vendor][Purchaser]** and is binding upon it, and I am not incurring, and will not incur, any personal liability whatsoever with respect to it.
5. This Certificate is made with full knowledge that the **[Vendor][Purchaser]** is relying on the same for the Closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF I have executed this Certificate this ____ day of _____, 2020.

[Name of Vendor/Purchaser]

Per: _____

Name: _____

Title: _____

EXHIBIT F

ALBERTA FORM OF APPROVAL AND VESTING ORDER

See attached.

YCOURT FILE NUMBER 1901-16293
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PROCEEDINGS IN THE MATTER OF THE RECEIVERSHIP OF
EAGLE ENERGY INC., EAGLE ENERGY
TRUST, EAGLE ENERGY HOLDINGS INC.,
and EAGLE HYDROCARBONS INC.
APPLICANT FTI CONSULTING CANADA INC., in its capacity
as Court-appointed Receiver of the current and
future assets, undertakings and properties of
Eagle Energy Inc., Eagle Energy Trust, Eagle
Energy Holdings Inc. and Eagle Hydrocarbons
Inc.
DOCUMENT **SALE APPROVAL AND VESTING ORDER**
(Sale by Receiver)

Clerk's stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2 CANADA
Howard A. Gorman, Q.C. / Meghan L. Parker
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Tel: +1 403.267.8222
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Lawyers for FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc.
File no.: 1001023920

DATE ON WHICH ORDER WAS PRONOUNCED: June 2, 2020

NAME OF JUDGE WHO MADE THIS ORDER: the Honourable Justice Grosse

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver (the **Receiver**) of the current and future assets, undertakings and properties of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (**EHI** and together with Eagle Energy Inc., Eagle Energy Trust, and Eagle Energy Holdings Inc., the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale (the **Sale Agreement**) between the Receiver and Aguila Energy, LLC (the **Purchaser**), a copy of which is appended

to the Supplement to the Receiver's Second Report, filed May 29, 2020 (the **Supplemental Report**), and vesting in the Purchaser (or its nominee) EHI's right, title and interest in and to the assets described in the Sale Agreement (the **Assets**);

AND UPON HAVING READ the Receivership Order granted by the Honourable Justice R.A. Neufeld and dated November 19, 2019 (the **Receivership Order**), the Receiver's Second Report, filed May 12, 2020, the Supplemental Report, and the Affidavit of Service, filed;

AND UPON HEARING the submissions of counsel for the Receiver and the Purchaser and any other interested parties that may be present;

AND UPON IT APPEARING that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Assets to the Purchaser (or its nominee).
4. The Debtors and the Receiver are each authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably necessary or desirable to consummate the Transaction in accordance with the terms of the Sale Agreement.
5. The sale process, the Receiver's receipts and disbursements for the period from November 19, 2019 to April 30, 2020, and all actions taken by the Receiver to date, as outlined in the Report, are commercially reasonable and are hereby ratified and approved.

6. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtors and their Stakeholders.

VESTING OF PROPERTY

7. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the EHI's right, title and interest in and to the Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **Claims**) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, liens, security interests or claims, whether evidenced by registrations pursuant to the Uniform Commercial Code (United States) or any other personal, mineral or real property registry system, or otherwise;
- (c) any liens or claims of lien under the *Builders' Lien Act (Alberta)*; and
- (d) those Claims listed in **Schedule "B"** hereto

(all of which are collectively referred to as the **Encumbrances**), all Claims, including Encumbrances other than the encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (the **Permitted Encumbrances**), affecting or relating to the Assets are hereby expunged, discharged and terminated as against the Assets.

8. Upon delivery of the Receiver's Certificate, and upon filing a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **Governmental Authorities**) are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Assets subject only to Permitted Encumbrances.
9. The aid and assistance of the officials of the public registries of any Province or Territory in Canada or in the United States is requested to give effect to this Order by transferring each of the

registrations identified in the Sale Agreement to the name of the Purchaser (or its nominee), irrespective of whether the registration stands in the name of the EHI or some other third party.

10. The Receiver is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.
11. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Assets from and after delivery of the Receiver's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Assets and may be asserted against the net proceeds from sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
12. Except as expressly provided in the Sale Agreement, the Purchaser (or its nominee) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.
13. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

14. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
16. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
17. The Purchaser (or its nominee) shall be authorized (but not obligated), as of the closing of the Transaction and in accordance with the Sale Agreement, to be substituted for EHI, or to become the successor operator to EHI, in relation to operations under any Governmental Authority, licence, permit, registration and authorization or approval of or given to EHI with respect to the Assets, and the Purchaser (or its nominee) shall be authorized (but not obligated) to take whatever steps necessary to effect the same.
18. Notwithstanding paragraph 17 above, to the extent that the said paragraph 17 and any other paragraph of this Order vests or purports to vest any unexpired leases, licenses, permits or mineral interests granted to EHI by the United States Government, including any leases, licenses, permits or mineral interests granted to EHI by any American Indian interests for which the United States Government acts as a trustee, this Honourable Court's approval of the vesting of such rights in the Purchaser is subject to the recognition and further determination of the "Bankruptcy Court" as that term is defined in the Sale Agreement, pursuant to the United States Bankruptcy Code, of this Order. This Order does not release any party from any environmental or plugging and abandonment obligations to the United States.
19. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) (i) any personal information of customers of EHI and users of EHI's Property, including all persons or entities who had or continue to have any interface with the Assets in the course of EHI's businesses; and (ii) all human resources and payroll information in EHI's records pertaining to EHI's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which EHI was entitled.

MISCELLANEOUS MATTERS

20. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the **BIA**) or United States Bankruptcy Code, in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 21. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 22. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 23. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
<http://cfcanada.fticonsulting.com/EagleEnergy/>

and service on any other person is hereby dispensed with.

24. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A": Form of Receiver's Certificate

Schedule "B": Encumbrances

General

Any and all obligations, liabilities and Claims of any kind or character, known or unknown, to the extent that they are attributable to, arise out of, are based upon or are otherwise related to the ownership or operation of (a) the Purchased Assets prior to the closing of the Transaction or (b) the Excluded Assets and the Excluded Contracts (each as defined in the Sale Agreement)¹ prior to, on or after the closing of the Transaction and any and all other obligations and liabilities of Debtors, including those obligations and liabilities as are set forth in the Sale Agreement in the definition of "Retained Liabilities,"² other than the Assumed Liabilities (as defined in the Sale Agreement).

Specific Alberta Encumbrances

<p>Registration Number: 17030922602 Registration Type: SECURITY AGREEMENT Registration Date: 2017-Mar-09 Expiry Date: 2027-Mar-09 23:59:59 Debtor(s): EAGLE HYDROCARBONS INC. Secured Party / Parties: WHITE OAK GLOBAL ADVISORS, LLC, AS ADMINISTRATIVE AGENT</p> <p>Collateral: General: 1. Each account of the Debtor maintained with The Bank of Nova Scotia in Canada (such accounts, including in each case, any replacement account thereof, collectively, the "Accounts"), all monies, investment property or other property now or at any time or from time to time hereafter deposited therein, credited thereto, or payable thereon, all proceeds thereof, and all investments made from time to time therewith from any of the Accounts, including all renewals thereof, accretions thereto, substitutions thereof, and all interest, income, receivables and revenue arising therefrom or by virtue thereof. 2. Proceeds: goods, investment property, documents of title, chattel paper, instruments, money and intangibles.</p>
<p>Registration Number: 17080410109 Registration Type: SECURITY AGREEMENT Registration Date: 2017-Aug-04 Expiry Date: 2022-Aug-04 23:59:59 Debtor(s): EAGLE HYDROCARBONS INC. Secured Party / Parties: THE BANK OF NOVA SCOTIA</p> <p>Collateral: General: All of the right, title and interest of the Debtor in, to and under the following property, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "Collateral"): (a) an account of the Debtor held with the Secured Party (the "Account"), all funds held therein or credited thereto, all rights to renew or withdraw the same, and all certificates and instruments, if any, from time to time representing or evidencing the Account; (b) any notes, certificates of deposit, guaranteed investment certificates, instruments, financial assets or investment property evidencing or arising out of investment of any funds held in or credited to the Account; (c) any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Collateral; and (d) all proceeds of any and all of the Collateral.</p>

¹ The Excluded Assets and Excluded Contracts include without limitation (a) all employment contracts with any of the Debtors and (b) that certain Lease dated as of September 22, 2017 by and between Energy Tower IV Investments LTD and EHI.

² Retained Liabilities include, without limitation, all Claims and causes of action against any of the Debtors in that certain lawsuit styled: *Billy J. Perryman, Inc., Plaintiffs, v. Eagle Hydrocarbons, Inc., Salt Flat Acquisition LLC, and North South Oil LLC, Defendants*, Case No. 18-O-547, 421st Judicial District Court, Caldwell County, Texas.

Schedule "C": Permitted Encumbrances

At the closing of the Transaction, Purchaser or its nominee will be conveyed clear title to the Purchased Assets subject to Permitted Encumbrances as are set forth in the Sale Agreement in the definition of "Permitted Encumbrances."

Purchaser will also assume certain liabilities relating to the Purchased Assets, including (a) all liabilities and obligations (including all liabilities and obligations of EHI under the Assigned Contracts (as defined in the Sale Agreement)) arising from the possession, ownership, use and/or operation of the Purchased Assets, to the extent such liabilities and obligations arise from and after the closing of the Transaction, (b) all Abandonment and Reclamation Obligations (as defined in the Sale Agreement) and all Environmental Liabilities (as defined in the Sale Agreement) and (c) such other liabilities set forth in the Sale Agreement in the definition of "Assumed Liabilities."

EXHIBIT G
EXCLUDED ASSETS

See attached.

Exhibit G

Office Contracts		
<u>Party A</u>	<u>Party B</u>	<u>Document Description</u>
New Concepts Leasing, Inc.	Eagle Hydrocarbons Inc.	Master Finance Lease Agreement (Vehicle Lease)
Energy Tower IV Investments LTD	Eagle Hydrocarbons Inc.	Office Lease
FP Mailing Solutions	Eagle Hydrocarbons LLC	Postage Meter
Quench	Eagle Hydrocarbons LLC	Water
De Lage Landen Financial Services	Eagle Hydrocarbons LLC	Ops copier MPC3002
Century Link	Eagle Hydrocarbons Inc.	Phone Service
Comcast	Eagle Hydrocarbons Inc.	Internet Service
Cogent Communications	Eagle Hydrocarbons Inc.	Backup Internet Service
Unetek, Inc.	Eagle Hydrocarbons Inc.	Master Service Agreement (IT Consultant)
Wayne Wisniewski	Eagle Hydrocarbons Inc.	Employment Contract
Greg Roberts	Eagle Hydrocarbons Inc.	Employment Contract
Kirt Warrack	Eagle Hydrocarbons Inc.	Employment Contract
Andrea Alfred	Eagle Hydrocarbons Inc.	Employment Contract
Jim Moore	Eagle Hydrocarbons Inc.	Employment Contract
Vannell McCaslin	Eagle Hydrocarbons Inc.	Employment Contract

MSAs		
<u>Counterparty</u>	<u>Type of Agreement</u>	<u>Date Executed</u>
Expro Americas, LLC	MSA	September 10, 2019
Peak Completion Technologies, Inc.	MSA	August 12, 2019
Robert Register dba R5 Trucking & Construction	MSA	July 15, 2019
D D Farms	MSA	June 24, 2019
Premier Pipe, LLC	MSA	December 18, 2019
Tri-Point Oil & Gas Production Systems, LLC	MSA	September 18, 2019
GR Wireline, LP	MSA	December 4, 2018
Altus Intervention USA, Inc.	MSA	October 10, 2018
CWS Wireline, LLC	MSA	October 10, 2018
TanMar Rentals, LLC	MSA	September 25, 2018
Epic Lift Systems, LLC	MSA	September 25, 2018
Packers Plus Energy Services (USA) Inc.	MSA	August 31, 2018
Core Laboratories LP, for its ProTechnics Division	MSA	May 4, 2018
Hot Splash, LLC	MSA	April 9, 2018
Innovex Downhole Solutions, Inc.	MSA	March 26, 2018
Warrior Directional Drilling, L.L.C.	MSA	March 20, 2018
Kingsley Directional	MSA	February 20, 2018
Downhole Technology, LLC	MSA	November 6, 2017
Divine Wireline Solutions, LLC	MSA	October 27, 2017
Johnson Matthey Inc. dba Tracerco	MSA	October 3, 2017
Z&A Consulting & Services, Inc.	MSA	October 4, 2017
Oil States Energy Services, L.L.C.	MSA	August 26, 2014
Centerline Trucking LLC (Quintana Energy Services LP)	MSA	August 21, 2017
American Eagle Logistics, L.L.C.	MSA	September 21, 2017
Joe's HotShot & Trucking, L.L.C.	MSA	December 8, 2014
Hanzik Hydraultics Inc.	MSA	May 25, 2017
New Energy Transport Inc.	MSA	March 16, 2017
Safarico	MSA	July 14, 2017
OSC Energy, LLC	MSA	February 22, 2017
Crest Pumping Technologies, LLC	MSA	October 6, 2014
Synergy Pump & Equipment	MSA	February 22, 2017
Quick Connectors, Inc.	MSA	January 17, 2017
Primed Up Nitrogen Services	MSA	November 16, 2016
(Pumps Plus) Pumps and Pump & Valve Repair	MSA	October 20, 2015
Tucker Energy Services, Inc.	MSA	September 23, 2014
Jerry's Waterline Service, a division of Jerry's Oilfield Services Co., Inc. et al.	MSA	August 24, 2017
Five Star Rousabouts, DBA Five Star Construction	MSA	August 4, 2017
Quintana Energy Services LP	MSA	August 21, 2017
Carbon Allied, LLc DBA Allied Testing	MSA	May 25, 2017
Oil Patch Group, Inc.	MSA	February 8, 2017
Bulldog Well Service	MSA	December 1, 2106
Raydon, Inc.	MSA	September 23, 2013
Sterlings Vacuum Service, LLC	MSA	October 26, 2016
Hickey Electric	MSA	April 26, 2016
Texas Submersible Pump Specialist, Inc.	MSA	September 16, 2016
Sprint Energy Service LLC	MSA	March 24, 2016
Kel-Tech, Inc.	MSA	June 17, 2016
Driven 2 Deliver Logistic Services L.L.C.	MSA	June 13, 2016
Bering Gas Process Inc.	MSA	November 7, 2016
iReservoir.com, Inc.	MSA	August 17, 2016
Essential Logistics LLC	MSA	July 8, 2015
Lightning Oilfield Services, Inc.	MSA	May 6, 2015
Precision Pressure Data, Inc.	MSA	August 28, 2015
Orr Enterprises, Inc.	MSA	September 2, 2015
Centex Supply & Rentals LLC	MSA	September 30, 2015

<u>Counterparty</u>	<u>Type of Agreement</u>	<u>Date Executed</u>
OS&S Operating, Inc.	MSA	January 12, 2016
A-Team Construction	MSA	July 9, 2015
True-Tex Services, Inc.	MSA	July 30, 2015
W&W Fiberglass Tank Co.	MSA	Undated, saved June 3, 2016
Maverick Field Services, LLC	MSA	April 6, 2015
Maverick Field Services Logistics, LLC	MSA	April 6, 2015
Tejas Performance Energy, LLC	MSA	September 1, 2015
Gemini Drilling Solutions L.L.C.	MSA	July 31, 2015
Hot Shot USA	MSA	April 21, 2015
M.W. Rentals & Services, Inc.	MSA	January 15, 2016
Baldwin Oilfield Trucking Inc.	MSA	August 3, 2015
Stringer Transports, Inc.	MSA	December 14, 2015
Red River Brand LLC	MSA	February 11, 2016
Aldonsa dba Oilfield Instrumentation	MSA	March 17, 2016
Lyon Operating Co Inc.	MSA	November 1, 2015
Rockwater Mid-Con, LLC	MSA	April 12, 2016
OMI, LP Oilfield Materials Mgmt	MSA	September 3, 2014
Key Welding Inc.	MSA	April 9, 2015
WTW, Inc. (West Texas Well, Inc.)	MSA	April 6, 2015
Graham Construction & Land Clearing	MSA	April 7, 2015
Usa Rock Bit Inc.	MSA	March 17, 2015
B.O.P. Ram-Block & Iron Rentals, Inc.	MSA	April 3, 2015
The Cavins Corporation	MSA	March 13, 2015
QO Inc.	MSA	March 13, 2015
Langford Testers & Anchors, LLC	MSA	January 26, 2015
The SydCo System, Inc.	MSA	December 9, 2014
JA Oilfield Manufacturing, Inc.	MSA	December 1, 2014
Custom Trucks & Equipment	MSA	Nov 17, 2014
Completion Resources, L.L.C.	MSA	May 27, 2014
Oilfield Equipment Rentals LLC	MSA	May 27, 2014
Triton Hardbanding Service LLC	MSA	May 27, 2014
Rig Testers Inc.	MSA	August 19, 2013
Ellison Fluid Calipers LLC	MSA	May 27, 2014
MR Hauling LLC	MSA	August 28, 2013
Nitro-Lift Technologies, L.L.C.	MSA	August 1, 2014
CSI Inspection, LLC	MSA	August 20, 2013
Hot Rods Hot Shot Service LLC	MSA	July 30, 2013
Legend Energy Services, LLC	MSA	October 31, 2013
Nova Training, Inc.	MSA	October 7, 2013
Arc Angel, LLC	MSA	August 7, 2013
S&A Oilfield Services LLC	MSA	August 2, 2013
Quantum Machining LLC	MSA	August 30, 2013
Capital Petroleum Consultants, Inc.	MSA	March 3, 2015
Texas Digger Service, Inc.	MSA	December 22, 2014
EOS (Environmental Oil Solutions LLC)	MSA	November 1, 2014
Wenzel Downhole Tools US, Inc.	MSA	November 4, 2014
Midwestern Mud Service	MSA	September 4, 2014
SBI of Texas, LLC	MSA	June 13, 2014
McMillan Welding	MSA	May 28, 2014
Key Energy Services, LLC	MSA	August 28, 2014
Dubose Drilling Inc,	MSA	November 1, 2013
Drill Collar Inspection Services, Inc.	MSA	June 6, 2014
J&W Services and Equipment Co, Inc,	MSA	June 1, 2013
Mid-Tex Propane, Inc.	MSA	July 31, 2014
R.B. Electric, LLC	MSA	August 8, 2014
Brady's Welding & Machine Shop, Inc.	MSA	August 6, 2014

Exhibit G

<u>Counterparty</u>	<u>Type of Agreement</u>	<u>Date Executed</u>
Paisano Lease Company, Inc.	MSA	July 14, 2014
Phoenix 911 Enterprises LP	MSA	July 11, 2014
Sandy Creek Energy Services, LLC	MSA	May 28, 2014
Nitro Fluids, LLC	MSA	June 9, 2014
Nitro Downhole, LLC	MSA	June 9, 2014
Nitro Construction, LLC	MSA	June 9, 2014
Acid Specialists, LLC	MSA	May 7, 2014
Esparza Trucking	MSA	May 2, 2014
AC Construction Inc.	MSA	April 4, 2014
Elite Production Services, LLC	MSA	January 30, 2014
Xtreme Hotshots & Trucking LLC	MSA	June 25, 2014
Halliburton Energy Services, Inc.	MSA	March 8, 2018

EXHIBIT H

PERMITTED ENCUMBRANCES

None.

EXHIBIT I

BANKRUPTCY COURT ORDER

See attached.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Case No. 19-33868-15
EAGLE ENERGY INC.¹	§	
	§	Chapter 15
Debtor in a foreign proceeding.	§	
	§	Jointly Administered

ORDER (I) APPROVING THE SALE OF CERTAIN OF THE DEBTORS' UNITED STATES ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (II) RECOGNIZING AND GIVING FULL FORCE AND EFFECT TO THE ORDER OF THE CANADIAN COURT APPROVING THE SALE OF SUCH ASSETS, AND (III) GRANTING RELATED RELIEF

FTI Consulting Canada Inc. (“**FTI**”) solely in its capacity as court-appointed receiver (the “**Receiver**”) of (1) Eagle Energy Inc. (“**Eagle Energy**”), (2) Eagle Energy Trust (“**Eagle Trust**”), (3) Eagle Energy Holdings Inc. (“**Eagle Holdings**”), and (4) Eagle Hydrocarbons Inc. (“**Vendor**”) (collectively, “**Eagle**” or “**Debtors**”) filed a *Motion for Order (I) Approving Sale of Certain of the Debtors' United States Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (II) Recognizing and Giving Full Force and Effect to the Order of the Canadian Court Approving the Sale of Such Assets, and (III) Granting Related Relief* (the “**U.S. Sale Motion**”).²

¹ The Debtors are: (1) Eagle Energy Inc., (2) Eagle Energy Trust, (3) Eagle Energy Holdings Inc., and (4) Eagle Hydrocarbons Inc.

² Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the PSA (as defined below), and if not defined therein, the U.S. Sale Motion.

On November 19, 2019, White Oak Global Advisors, LLC, as the administrative agent (in such capacity, the “**Agent**”) under that certain *Loan and Security Agreement* dated as of March 13, 2017, for itself and for and on behalf of a group of lenders on whose behalf White Oak Global Advisors, LLC signed (collectively, and in such capacity, the “**Lenders**”), filed an Application (Receivership Order) in the Canadian Proceedings (as defined below) seeking the appointment of FTI as receiver under section 243 of the Bankruptcy and Insolvency Act (the “**BIA**”), RSC 1985 c B-3 and section 13(2) of the Judicature Act, RSA 2000 c J-2 in the Court of Queen’s Bench of Alberta, Judicial Centre of Calgary (the “**Canadian Court**”) in the proceeding styled *In the Matter of the Receivership of Eagle Energy Inc. et. al*, Alberta Court of Queen’s Bench File No. 1901-16293 (the “**Canadian Proceedings**”).

On November 19, 2019, the Canadian Court, Honorable Justice R.A. Neufeld, granted a Receivership Order in Alberta Court of Queen’s Bench File No. Court File No. 1901-16293 (the “**Receivership Order**”) appointing FTI as the Receiver and manager of the Debtors.

On November 20, 2019 (the “**Petition Date**”), the Receiver filed Official Form No. 401 Chapter 15 petitions for each of the Debtors pursuant to 11 U.S.C. §§ 1504, 1509(a) and 1515(a), commencing the above-referenced chapter 15 cases (the “**Chapter 15 Cases**”) [Dkt. No. 35, p. 2, ¶D.].

On December 5, 2019, this Court entered the *Order (I) Granting Expedited Petition For Recognition As Foreign Main Proceeding Pursuant To Sections 1515 And 1517 Of The United States Bankruptcy Code And Related Relief And (II) Authorizing Receiver’s Limited Use Of Cash Collateral* (“**Recognition Order**”) [Dkt. No. 35].

On February 11, 2020, the Receiver filed with the Canadian Court the *Application Approval of Sale Process and Order Sealing* (“**Canadian Application**”) requesting authorization to implement the Sale Process (as defined in the Canadian Application).

On February 20, 2020, the Canadian Court entered an *Order Approval of Engagement and Sale Process* (“**Canadian Sale Process Order**”) authorizing and directing the Receiver to implement the Sale Process in respect of the Debtors.

On February 24, 2020, this Court entered *Order Granting Receiver's Expedited Motion for Approval of Sale Process* (the “**Sale Process Order**”) approving, among other things, the Sale Process as described in the Canadian Sale Process Order and in the Canadian Application for assets of the Debtors located in the territorial jurisdiction of the United States [Dkt. No. 57].

On May [•], 2020, Aguila Energy, LLC, a Delaware limited liability company and an affiliate of the Agent (the “**Purchaser**”) executed that certain *Purchase and Sale Agreement* whereby Purchaser proposed to purchase all of the right, title, and interest of the Assets of Vendor located in the United States free and clear of all Liens, Claims, and Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) (the “**PSA**”), subject to and in accordance with the terms and conditions of the PSA, a copy of which is annexed to this Order as **Exhibit A**.³

On May 11, 2020, the Receiver filed with the Canadian Court the *Notice of Application (Approval and Vesting Order)* (“**Canadian Sale Motion**”).

On May [•], 2020, the Receiver filed with this Court the U.S. Sale Motion.

On [May •], 2020, the Canadian Court entered a Sale Approval and Vesting Order [•] (“**Canadian Sale Order**”), a copy of which is annexed to this Order as **Exhibit B**.

The Court finds that notice of the U.S. Sale Motion and the relief requested therein was proper given the circumstances and that no creditor, equity interest holder, or other party-in-interest made any response in opposition to the U.S. Sale Motion or, if so, the relief requested in any such response was denied for the reasons stated on the record of this Court. Based upon all evidence submitted and argument in support of the U.S. Sale Motion, including all declarations and affidavits filed and the proffer or testimony of witnesses, as well as the record of and docket filings in these Chapter 15 Cases, of which the Court takes judicial notice, the Court further finds that the relief requested is in

³ For the avoidance of doubt, the “Excluded Assets” as defined in the PSA shall be retained by Vendor and not sold and transferred to Purchaser in accordance with the PSA. The Excluded Assets include without limitation (a) all employment contracts with any of the Debtors and (b) that certain Lease dated as of September 22, 2017 by and between Energy Tower IV Investments LTD and Eagle Hydrocarbons.

the best interests of the Debtors, their creditors, equity interest holders, and other parties-in-interest and should be **GRANTED**:

THE COURT HEREBY FINDS AS FOLLOWS:

JURISDICTION, NOTICE, FINAL ORDER, AND STATUTORY BASES

1. This Court has jurisdiction to hear and determine the U.S. Sale Motion pursuant to 28 U.S.C. §§ 157(a), 157(b)(1), 1334(a) and sections 1501, 1507, 1520, and 1521 of title 11 of the United States Code (the “**Bankruptcy Code**”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (P). Venue is proper in this District and in this Court pursuant to 28 U.S.C. § 1410.

2. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding anything to the contrary, including Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs that this Order constitute an entry of judgment.

3. The statutory predicates for the relief requested in the U.S. Sale Motion and granted herein are, *inter alia*, sections 105(a), 363(b), (f), (k), and (m), 365, 1501, 1507, 1520 and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f), and (h), 6006, 9007, and 9014.

4. The Canadian Court has duly entered the Canadian Sale Order, a copy of which is annexed to this Order as **Exhibit B**, which, among other things: (i) approves the sale of the Assets to the Purchaser; and (ii) requests aid and recognition from this Court to give effect to the Canadian Sale Order.

5. Proper, timely, adequate and sufficient notice of the U.S. Sale Motion and the hearing thereon has been provided in accordance with sections 102(1), 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 6004, 6006, 9007, and 9014, and in compliance with the Local Rules and the Sale Process Order, including to all parties listed on the Debtors’ affidavit of service [Dkt. No. [●]] (including without limitation to Energy Tower IV Investments LTD and Billy J. Perryman, Inc.). The

foregoing notice was good, sufficient and appropriate under the circumstances, and no other or further notice of the U.S. Sale Motion, the hearing thereon, the PSA or the Transaction is required. The disclosures made by the Debtors concerning the U.S. Sale Motion, the hearing thereon, the PSA, and the Transaction were sufficient, complete and adequate.

VALIDITY OF TRANSFER

6. The Receiver has full corporate power and authority to execute and deliver the PSA and all other documents contemplated thereby, and no further consents or approvals are required for the Vendor or the Receiver to consummate the Transaction contemplated by the PSA, except as otherwise set forth in the PSA.

7. The sale, transfer, and assignment of each of the Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective sale, transfer, and assignment of such Assets, and each such sale, transfer and assignment vests or will vest the Purchaser with all right, title, and interest of the Vendor and the Receiver in and to the Assets free and clear of all Liens, Claims, Encumbrances, and other interests (other than Permitted Encumbrances and Assumed Liabilities) of any kind or nature whatsoever against the Receiver, the Vendor, the other Debtors, or any of the Assets accruing, arising, or relating to facts or circumstances any time prior to the Closing (collectively, “**Free and Clear**”).

GOOD FAITH OF PURCHASER

8. Purchaser is not an “insider” of any of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

9. The Vendor and the Receiver have demonstrated compelling circumstances and a good, and sufficient business purpose and justification for the sale of the Assets Free and Clear to Purchaser.

10. Purchaser is purchasing the Assets in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is, therefore, entitled to the full

protections of section 363(m) of the Bankruptcy Code and has proceeded in good faith in all respects in connection with this proceeding.

11. The Purchase Price was not controlled by any agreement among potential bidders at such sale and neither the Vendor or the Receiver, nor the Purchaser engaged in collusion or any other conduct that would cause or permit the PSA or Transaction to be avoidable under section 363(n) of the Bankruptcy Code.

12. The PSA was negotiated at arm's length and in good faith and represents a fair and reasonable offer to purchase the Assets under the circumstances of these Chapter 15 Cases. The Purchase Price being paid by the Purchaser represents the highest and best offer for the Assets resulting from the sale process, and constitutes a valid and sound exercise of the Receiver's business judgment.

13. Approval of the U.S. Sale Motion and the PSA, and the consummation of the Transaction are in the best interests of the Vendor, its creditors, equity interest holders and all other parties-in-interest.

SATISFACTION OF SECTION 363(F) OF THE BANKRUPTCY CODE

14. In connection with the PSA, the Purchaser expressly negotiated for the protection of obtaining the Assets Free and Clear. The Purchaser would have paid substantially less consideration for the Assets or not purchased the Assets if the Purchaser were not purchasing the Assets Free and Clear.

15. For the following reasons, the provisions of section 363(f) of the Bankruptcy Code have been satisfied:

- i. All alleged holders of Liens, Claims, Encumbrances, or other interests who did not object or withdrew their objections to the Transaction contemplated by the PSA are deemed to have consented to the Transaction and the relief provided for in this Order. Alleged holders of Liens, Claims, Encumbrances or other interests who did object either had their objections overruled or resolved or otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code, including those referenced below.
- ii. The Receiver is not aware of any remaining Liens, Claims, or Encumbrances against or other interests in the Assets, and, if any such Liens, Claims, or Encumbrances or other interests exist, they are in *bona fide* dispute as to the extent,

validity, perfection, and/or viability of those Liens, Claims, or Encumbrances or other interests pursuant to section 363(f)(4) of the Bankruptcy Code.

- iii. Other parties (if any) could be compelled to accept a money satisfaction of their Liens, Claims, Encumbrances, or other interests, or such Encumbrances (*see* Bankruptcy Code section 363(f)(5)) or such interest is a Lien and the price at which such encumbered property is to be sold under the PSA is greater than the aggregate value of all Liens on such encumbered property (*see* section 363(f)(3) of the Bankruptcy Code).

16. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets will be transferred to the Purchaser Free and Clear. All of the Agent's and/or the Lenders' Liens or Encumbrances in property of the Debtors not constituting the Assets shall remain in full force and effect and in the same order of priority.

17. Accordingly, the Debtors and the Receiver have satisfied the standard set forth in section 363(f) of the Bankruptcy Code for selling the Assets Free and Clear.

18. To the greatest extent permitted by law, neither the Purchaser nor its affiliates, officers, directors, members, partners, and principals or any of their respective representatives, professionals, successors, or assigns shall be deemed, as a result of the consummation of the Transaction contemplated by the PSA or otherwise, to (i) be a legal successor, or otherwise be deemed a successor, to the Debtors, (ii) have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors, (iii) be an alter ego, a continuation, or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, or (iv) be liable for any Claim based on successor liability, transferee liability, derivative liability, vicarious liability, or any similar theories under applicable state or federal law, or otherwise. Except as expressly set forth in the PSA with respect to the Permitted Encumbrances and Assumed Liabilities, the Purchaser shall have no liability or obligation of any of the Debtors and the Purchaser is not expressly or impliedly agreeing under the terms and conditions of the PSA to assume any of the debts or obligations of any of the Debtors. Any so-called "bulk sales," "bulk transfer," or other similar laws are not applicable, and compliance with such any such laws in all necessary jurisdictions is not required, including those relating to taxes.

19. The Purchaser, the Receiver, and the Vendor are not entering into the PSA fraudulently or in order to escape liability for any of the Debtors' debts or obligations.

COMPELLING CIRCUMSTANCES FOR IMMEDIATE SALE

20. To maximize the value of the Assets to the Vendor, creditors and parties-in-interest, it is essential that the Closing of the sale occur within the time constraints set forth in the PSA. Time is of the essence in consummating the Transaction as set forth in the PSA, therefore, it is essential that the Closing of the Transaction occur as soon as possible.

21. Given all of the circumstances of these Chapter 15 Cases and the adequacy and fair value of the Purchase Price under the PSA, the Transaction constitutes a reasonable exercise of the Vendor's and Receiver's business judgment and should be approved.

22. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(k), 363(m), and 365 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

AND THE COURT HEREBY ORDERS THAT:

23. The relief requested in the U.S. Sale Motion is **GRANTED**. The Transaction contemplated by the U.S. Sale Motion and the PSA are approved as set forth in this Order.

24. All objections to the U.S. Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with this Court or as otherwise provided in this Order are hereby overruled on the merits.

25. The Canadian Sale Order entered in the Canadian Proceedings, a copy of which is attached to this Order as **Exhibit B**, is hereby granted comity, recognized, and given full force and effect in the United States.

26. Given all of the circumstances of these Chapter 15 Cases and the record before this Court, the Transaction constitutes a reasonable exercise of the Vendor's and Receiver's business judgment and is approved.

27. The PSA and all other ancillary documents, if any, and all of the terms and conditions thereof, are hereby approved, including without limitation the releases set forth in section [9.6] of the PSA.

28. Pursuant to sections 363(b) and (f) and 365 of the Bankruptcy Code, the Vendor and Receiver are authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the sale of the Assets pursuant to and in accordance with the terms and conditions of the PSA, (b) close such Transaction as contemplated in the PSA and this Order, and (c) execute and deliver, perform under, consummate, implement, and fully close the PSA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the PSA and the Transaction contemplated thereby, including any ancillary documents or documents as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the PSA and such other ancillary documents. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets and shall be Free and Clear. Upon the Closing, Purchaser shall take title to and possession of the Assets on a Free and Clear basis.

29. Neither the Purchaser nor their affiliates shall be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the PSA or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of the PSA and this Order.

30. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale and payment of applicable Cure Costs identified on **Exhibit J** to the PSA, the Debtors' assumption and assignment of the Assigned Contracts identified on **Exhibit C** to the PSA to Purchaser pursuant to the terms set forth in the PSA, is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code) with respect thereto are hereby deemed satisfied. Each counterparty to the Assigned Contracts is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtors, the Receiver, or Purchaser, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or

unliquidated, senior or subordinate) arising under or out of, in connection with, or in any way related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing or otherwise.

31. Purchaser has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts have been satisfied.

32. Purchaser is hereby authorized, in its sole and absolute discretion, pursuant to section 2.6 of the PSA, to (a) deliver to Vendor, within one day prior to the Closing Date, notice of its election to designate any Contract as (1) an Excluded Contract and/or (2) an Assigned Contract and upon such designation such Contract shall constitute an Excluded Contract and/or an Assigned Contract, as the case may be; and (b) within one day prior to the Closing Date, make any corresponding modification to the applicable Cure Costs identified on **Exhibit J** to the PSA.

33. This Order shall be binding in all respects upon the Receiver, the Debtors, creditors, all holders of equity interests in any of the Debtors, all holders of any Claim(s), whether known or unknown, against any Debtor, any holders of Liens, Claims, Encumbrances and/or other interests against or on all or any portion of the Assets, any parties-in-interest, all contract counter-parties, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, responsible officers, or similar entities for any of the Debtors, if any, subsequently appointed in any of the Debtors' Chapter 15 Cases or upon a conversion to Chapter 11 or Chapter 7 under the Bankruptcy Code or dismissal of any of the Debtors' Chapter 15 Cases. This Order and the PSA shall inure to the benefit of the Receiver, the Vendor, the Debtors, the Purchaser and their respective successors and assigns.

34. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by

operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transaction contemplated by the PSA.

35. All persons or entities other than the Vendor, if any, that are in possession of some or all of the Assets and any certificates of title, instruments or other indicia of title representing or evidencing ownership of the Assets which have been pledged as security in respect of the Assets (the “**Indicia of Ownership**”) are directed to surrender possession of such Assets and Indicia of Ownership. The Receiver and the Vendor shall exercise commercially reasonable efforts to assist the Purchaser in assuring that all persons or entities in possession of some or all of the Assets will surrender possession of the Assets and Indicia of Ownership to (a) the Vendor before the Closing Date or (b) the Purchaser on or after the Closing Date. All persons or entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Receiver and the Vendor to sell and transfer the Assets to Purchaser in accordance with the terms of the PSA and this Order.

36. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Assets shall be Free and Clear, including, but not limited to, any and all Claims pursuant to any successor or successor-in-interest liability theory.

37. All persons and entities holding Liens, Claims, Encumbrances, or other interests in or against all or any portion of the Assets arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, the operation of the Debtor’s businesses prior to the Closing Date or the transfer of the Assets to Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against Purchaser or its successors or assigns, their property or the Assets, such persons’ or entities’ Liens, Claims, Encumbrances, or other interests, in any, in and to the Assets whether by payment, setoff, or otherwise.

38. On the Closing Date, each party-in-interest is authorized and directed to execute such documents and take all other actions as may be necessary to release Liens, Claims, Encumbrances, and other interests on the Assets, if any, as provided for herein, as such Liens, Claims, Encumbrances, and other interests may have been recorded or may otherwise exist.

39. This Order shall be effective as a determination that, as of the Closing Date, all Liens, Claims, Encumbrances, and other interests of any kind or nature whatsoever existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated and that the Free and Clear conveyances described herein have been effected.

40. If any person or entity that has filed statements or other documents or agreements evidencing Liens, Claims, Encumbrances, or other interests on or in, all or any portion of the Assets (a “**Claim Holder**”) has not delivered to the Receiver, the Debtors, or Purchaser prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary or desirable to Purchaser for the purpose of documenting the release of all Liens, Claims, Encumbrances, or other interests that such Claim Holder has or may assert with respect to all or any portion of the Assets, then the Debtors, the Receiver, or the Purchaser are authorized to execute and file such statements, instruments, releases, and other documents on behalf of such Claim Holder with respect to the Assets and each and every filing office, agency, clerk, or recorder is authorized and directed to accept same. Purchaser is authorized to file, register, or otherwise record a certified copy of this Order with the appropriate filing office, agency, clerk, or recorder, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the sale of the Assets Free and Clear, including the release of all Liens, Claims, Encumbrances, and other interests in the Assets as of the Closing Date of any kind or nature whatsoever.

41. All Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Vendor or the Receiver to sell and transfer the Assets to Purchaser in accordance with the terms of the PSA and this Order.

42. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel or release any of the Liens, Claims, Encumbrances, or other interests of record.

43. To the greatest extent permitted by law, neither the Purchaser nor its affiliates, officers, directors, members, partners, and principals or any of their respective representatives, professionals, successors, or assigns shall be deemed, as a result of the consummation of the Transaction contemplated by the PSA or otherwise, to (i) be a legal successor, or otherwise be deemed a successor, to the Debtors, (ii) have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors, (iii) be an alter ego, a continuation, or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, or (iv) be liable for any Claim based on successor liability, transferee liability, derivative liability, vicarious liability, or any similar theories under applicable state or federal law, or otherwise. Except as expressly set forth in the PSA with respect to the Permitted Encumbrances and Assumed Liabilities, the Purchaser shall have no liability or obligation of any of the Debtors and the Purchaser is not expressly or impliedly agreeing under the terms and conditions of the PSA to assume any of the debts or obligations of any of the Debtors. Any so-called “bulk sales,” “bulk transfer,” or other similar laws are not applicable, and compliance with such any such laws in all necessary jurisdictions is not required, including those relating to taxes.

44. Purchaser shall not be liable for any Liens, Claims, Encumbrances, and other interests of any kind or nature whatsoever in or against the Debtors, the Receiver or any of their predecessors or affiliates, or the Assets, and Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, liabilities on account of any tax arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Assets prior to the Closing of the Transaction (except as agreed to in the PSA), and Purchaser shall be exonerated of any successor liability to any state or federal taxing authority with regard to any tax, including any sales or property tax.

45. Under no circumstances shall Purchaser be deemed a successor of or to the Debtors for any Liens, Claims, Encumbrances, or other interests of any kind or nature whatsoever against or in the Debtors or the Assets. The sale, transfer, assignment and delivery of the Assets shall not be subject to any Liens, Claims, Encumbrances, or other interests of any kind or nature whatsoever, which shall remain

with, and continue to be obligations of, the Vendor. Following the Closing, no holder of any Lien, Claim, Encumbrance or other interest shall interfere with Purchaser's title to or use and enjoyment of the Assets based on or related to such Lien, Claim, Encumbrance or other interest, or any actions that the Receiver or the Debtors may take in these Chapter 15 Cases.

46. Purchaser shall be authorized, as of the Closing, to operate under any governmental authority, license, permit, registration, authorization or approval of or given to the Vendor with respect to the Assets, and all such licenses, permits, registrations and authorizations and approvals shall be and shall be deemed to have been transferred to Purchaser as of the Closing.

47. Except as otherwise expressly set forth in this Order or the PSA, Purchaser shall not have any liability or other obligation of the Debtors or the Receiver arising under or related to any of the Assets.

48. The Transaction is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the Transaction, unless such authorization and consummation of the Transaction are duly stayed pending such appeal. Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

49. Neither the PSA nor the Transaction may be avoided and no party shall be entitled to damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

50. Purchaser is authorized in connection with consummation of the PSA to allocate the Assets, among its affiliates, designees, assignees, and/or successors in a manner as it in its discretion deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Assets to its affiliates, designees, assignees, and/or successors with all of the rights and protections accorded under this Order and the PSA, and the Vendor and the Receiver shall cooperate with and take all actions reasonably requested by Purchaser to effectuate any of the foregoing.

51. Nothing contained in any plan of reorganization or liquidation, or equivalent-type document, or order of any type or kind entered in (a) the Canadian Proceedings, (b) these Chapter 15 Cases,

(c) any subsequent Chapter 7 case into which any such Chapter 15 Cases may be converted, or (d) any related proceeding subsequent to entry of this Order, shall affect, conflict with or derogate from the provisions of the PSA or the terms of this Order.

52. No order concerning the distribution of the sale proceeds, no distribution of the sale proceeds, and no allocation in connection with either of the foregoing, whether based upon a valuation of the Assets or otherwise, shall affect or have an effect on:

- i. Purchaser's tax basis, allocation, or other tax position regarding the Assets;
- ii. the manner in which the Assets are valued by Purchaser for tax, accounting, or any other purposes; or
- iii. how Purchaser accounts for the Assets in financial statements, or otherwise.

53. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h), and 6006(d), this Order shall be effective immediately upon entry and the Receiver, the Vendor and Purchaser are authorized, but are not required, to close the sale immediately upon entry of this Order, and any stay periods under the Bankruptcy Code, in Bankruptcy Rules 7062, 6004(h), or 6006(d) or otherwise, are expressly waived. Pursuant to the PSA, the Receiver may transfer possession of the Assets to the Purchaser immediately upon entry of this Order subject to the terms and conditions of the PSA. Immediately upon entry of this Order, all persons (including Claim Holders, landlords, or lessors) in possession or control of the Assets shall allow access to and possession of such Assets in favor of the Receiver or the Purchaser and shall not interfere with the Receiver's and the Purchaser's access to and possession of such Assets.

54. To the extent that this Order is inconsistent with any prior order or pleading in these Chapter 15 Cases, the terms of this Order shall govern. To the extent that this Order is inconsistent with the Canadian Sale Order, the terms of this Order shall govern.

55. To the extent there are any inconsistencies between the terms of this Order and the PSA (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

56. The Receiver and the Vendor are authorized to take all actions necessary or appropriate to effect the relief granted pursuant to this Order.

57. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact set forth herein constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law set forth herein constitute findings of fact, they are adopted as such.

58. This Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Order, and to adjudicate, if necessary, any and all disputes concerning or relating to this Order.

Exhibit A

Purchase and Sale Agreement

Exhibit B

Canadian Sale Order

EXHIBIT J
CURE COSTS

None.

THE FOLLOWING COMPRISES SCHEDULE 4.1(d) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

CONSENTS

See attached.

Schedule 4.1(d)

Contracts		
Party A	Party B	Document Description
Sunoco Partners Marketing & Terminals L.P.	Eagle Energy Acquisitions LP	Crude Oil Purchase Agreement (Sunoco Partners Reference No. 530697) dated March 1, 2014. See latest amendment to be effective June 1, 2020.
Sunoco Partners Marketing & Terminals L.P.	Eagle Energy Acquisitions LP	Crude Oil Purchase Agreement (Sunoco Partners Reference No. 530535) dated September 1, 2012. See latest amendment effective August 1, 2014.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective March 1, 2012. Angelo Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective March 1, 2011. Johnson Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective October 1, 2011. Spanky Unit.
Panther Energy Company, LLC	Red Willow Mid-Continent LLC, et al	Operating Agreement (AAPL Form 610-1989), effective September 1, 2011. Zip Unit.
General American Oil Co. of Texas	Lone Star Producing Co., et al	Operating Agreement (AAPL Form 610-1956), effective May 1, 1975. Sections 97 & 96 Hyson Wells & Wells Nichols
Key Production Co., Inc.	EEX Operating L.P., et al	Operating Agreement (AAPL Form 610-1982), effective May 15, 1989. Section 96. Wells Unit
Mineral Development, Inc.	Brosier Oil & Gas, Inc.	Operating Agreement (AAPL Form 610-1982), effective October 16, 1992. Medicine Mounds
Key Energy of Colorado, Inc.	Ensearch Expolration, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective November 1, 1997. Gerald Unit
Expando Oil Company	General American Oil Co. of Texas, et al	Operating Agreement (AAPL Form 610-1977), effective October 8, 1982. McNabb
Key Production Co., Inc.	Phillips Petroleum Co., et al	Operating Agreement (AAPL Form 610-1982), effective May 22, 2000. McNabb
Cimarex Energy Co.	Sundown Energy, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective July 1, 2004. Summerlee Unit #3
Cimarex Energy Co.	Sundown Energy, Inc., et al	Operating Agreement (AAPL Form 610-1982), effective August 1, 2005. Summerlee Unit #8
GLB Exploration, Inc.	Panther Energy Company, LLC, et al	Operating Agreement (AAPL Form 610-1989), effective October 19, 2012. Dewitt Unit. Jackson County, OK
Panther Energy Company, LLC	Atchley Resources, Inc.	Operating Agreement (AAPL Form 610-1989), effective July 20, 2011. Jackson County, OK
GLB Exploration, Inc.	Panther Energy Company, LLC, et al	Operating Agreement (AAPL Form 610-1989), effective August 25, 2009. Jackson County, OK
Seismic Exchange, Inc.	Eagle Energy Acquisitions LP	Master Geophysical Data Use License, effective September 24, 2012.
Merrick Systems, Inc.	Eagle Energy Acquisitions LP	Master Agreement (Production Software), effective February 29, 2012.
Unetek, Inc.	Eagle Hydrocarbons Inc.	Master Service Agreement (IT Consultant), effective September 14, 2016.
New Concepts Leasing, Inc.	Eagle Hydrocarbons Inc.	Master Finance Lease Agreement (Vehicle Lease), effective June 24, 2014
Eagle Hydrocarbons Inc.	Salt Flat Acquisition LLC	Seismic Data License Agreement
IHS Global	Eagle Hydrocarbons Inc.	License Agreement (Perpetual Kingdom SMT and Petra US Licenses)
TRC Consultants	Eagle Hydrocarbons Inc.	License Agreement (PHDWin Reserves Software)
MJ Systems	Eagle Hydrocarbons Inc.	License Agreement (Mud log data set)

Schedule 4.1(d)

MSAs			
Party A	Party B	Type of Agreement	Date Executed
Eagle Hydrocarbons Inc.	Well Optix Inc.	SAAS License Agmt	October 18, 2018
Eagle Hydrocarbons Inc.	Archrock Partners Operating LLC	Master Compression Services Agreement	August 22, 2018
Eagle Hydrocarbons Inc.	Axip Energy Services, LP	Master Compression Services Agreement	February 28, 2018
Eagle Energy Acquisitions, LP	IHS Global, Inc.	Master Agreement for the Provision of Information and Insight	July 18, 2013

Schedule 4.1(d)

Surface Interests					
Grantor	Grantee	Date	Book/Inst. No.	Page	Document Type/Comments
Charles G. Conley Trust, et al	Cimarex Energy Co.	3/1/2005	415	903	Pipeline Right of Way
Zacaweista Land & Cattle Company	Cimarex Energy Co.	1/19/2005	414	581	Pipeline Right of Way
Milligan Family Trust	Cimarex Energy Co.	2/2/2005	416	110	Pipeline Right of Way
Quail Trails, L.L.C.	Cimarex Energy Co.	5/11/2005	416	314	Pipeline Right of Way
Joseph A. Baller, Jr., et ux	Eagle Hydrocarbons Inc.	6/15/2015	DI15-60020		Pipeline Right of Way
BNSF Railway Company	Cimarex Energy Services, Inc.	4/11/2005	04-27865		Pipeline Right of Way
Zacaweista Land & Cattle Company	Eagle Hydrocarbons Inc.	10/23/2015	DI15-60239		Pipeline Right of Way
Quail Trails, L.L.C., et al	Eagle Hydrocarbons Inc.	5/10/2019	DI19-64362		Road Way Access Agreement - Quail Lane
Holmes Properties, LTD	Eagle Hydrocarbons Inc.	1/1/2017	Not Recorded		Saltwater Disposal Agreement
Quail Trails, L.L.C., et al	Eagle Hydrocarbons Inc.	5/10/2019	DI19-64594		Road Way Access Agreement - Summerlee 8
Helen F. Parker	Eagle Hydrocarbons Inc.	12/13/2016	Not Recorded		Saltwater Disposal Agreement
Stepp Ranch, LP	Eagle Hydrocarbons Inc.	1/20/2015	Not Recorded		Saltwater Disposal Agreement

Schedule 4.1(d)

O&G Leases						
Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State
Mollie Evans Heirs Trust	Charleston Energy Inc.	09/17/17	D117-62223		Hardeman	Texas
Glover Steiner Johns IV Trust	Dry Fork Production Co., LLC	7/6/2004	1255	43	Palo Pinto	Texas
Inez Caudill, et al	Dry Fork Production Co., LLC	6/5/2003	1261	344	Palo Pinto	Texas

THE FOLLOWING COMPRISES SCHEDULE 4.1(e) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

ACTIONS AND PROCEEDINGS

- Billy J. Perryman, Inc., Plaintiffs, v. Eagle Hydrocarbons, Inc., Salt Flat Acquisition LLC, and North South Oil LLC, Defendants, Case No. 18-O-547, 421st Judicial District Court, Caldwell County, Texas

THE FOLLOWING COMPRISES SCHEDULE 4.1(f) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

RIGHTS OF FIRST REFUSAL

None.

THE FOLLOWING COMPRISES SCHEDULE 4.1(g) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

BROKERS' FEES

None.

THE FOLLOWING COMPRISES SCHEDULE 4.1(h) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

SUSPENSE FUNDS

None.

THE FOLLOWING COMPRISES SCHEDULE 4.1(i) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

COMPLIANCE WITH LAWS

None.

THE FOLLOWING COMPRISES SCHEDULE 4.1(j) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

MATERIAL CONTRACTS

- Master Compression Services Agreement made by and among Axiom Energy Services, LP and Eagle Hydrocarbons Inc. and its affiliates and subsidiaries, dated effective as of February 28, 2018.

THE FOLLOWING COMPRISES SCHEDULE 4.1(I) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

CREDIT SUPPORT

- \$50,000 Operator Bond with the Railroad Commission of Texas

THE FOLLOWING COMPRISES SCHEDULE 4.1(m) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., “Vendor”), and AGUILA ENERGY, LLC, a Delaware limited liability company (“Purchaser”).

WELL MATTERS

See attached.

Plugging and Abandonment Disclosures:

None.

Wells Operated by Vendor and Activity Status:

<u>Well Name</u>	<u>API</u>	<u>Status</u>
Angelo 4-2H	42-197-31676	active
DURHAM FARMS UNIT 1	42-197-31547	active
GERALD UNIT #1	42-197-31185	inactive
GILLIAM C J #1 SWD	42-197-30048	inactive
GILLIAM C J #3	42-197-30278	inactive
GILLIAM CJ #5ST	42-197-31710	active
HOLMES #7	42-197-31276	active
HOLMES 284 #3 SWD	42-197-31277	active
HOLMES 284 #4ST	42-197-31280	inactive
HOLMES 284 #5	42-197-31281	inactive
HOLMES 284-6	42-197-31286	inactive
HOLMES-NEAL 284 UNIT 1	42-197-31265	inactive
HURST #2H	42-197-31313	active
JMOJ #3 (F.K.A. HURST #3)	42-197-31479	active
HURST #4	42-197-30453	active
HURST 10 #1	42-197-31328	active
JMOJ #12H (F.K.A. HURST 12H)	42-197-31565	active
HURST 6H	42-197-00133	active
HURST B 9H	42-197-31541	inactive
HURST C 5H	42-197-31489	active
HURST D 7H	42-197-31521	active
JAMES LONG 1	42-197-30646	inactive
Johnson 1-1H	42-197-31662	active
JUDD 1A	42-197-30765	active
JUDD 399 #1	42-197-31366	inactive
LONG 398 3X	42-197-31316	active
LONG 398 A4	42-197-31364	inactive
LONG 6	42-197-31581	inactive
LONG 7	42-197-31580	inactive
LONG 8	42-197-31585	active
LOVE 20 ST1 3	42-197-30567	inactive
LOVE 20 4 SWD	42-197-30589	active
LOVE UNIT #1	42-197-31433	active
MCMICHAEL 59 #1	42-197-31393	inactive
MCNABB #4H	42-197-31470	inactive
MEHARG UNIT NO. 1	42-197-31444	active
MILLIGAN 1	42-197-31744	inactive
NEAL 2-1	42-197-31318	active
ROBINSON 1H	42-197-31739	active
ROBINSON 2H	42-197-31755	active
SORENSEN 70 #1	42-197-31322	active
Spanky 2-2H	42-197-31678	active
STEPP 110 #1	42-197-31325	active
STEPP JUDD 1H	42-197-31745	inactive
STEPP-HURST 110 UNIT #1	42-197-31307	active
STEPP-HURST 110 UNIT #2	42-197-31319	active
STEPP-HURST 110-1 SW	42-197-31720	active

Schedule 4.1(m)

Well Name	API	Status
SUMMERLEE #1 CONGLOMERATE	42-197-31513	active
SUMMERLEE 6H	42-197-31576	inactive
SUMMERLEE 8H	42-197-31588	active
SUMMERLEE A 7H	42-197-31578	active
SUMMERLEE NO. 1H	42-197-20035	inactive
SUMMERLEE STEPP UNIT 1H	42-197-31527	active
SUMMERLEE UNIT 3	42-197-31555	active
SUMMERLEE UNIT B-2H	42-197-31553	inactive
WELLS UNIT #1	42-197-31439	active
WELLS UNIT #2	42-197-31721	active
WELLS UNIT #3ST	42-197-31728	active
WELLS-NICHOLS #1	42-197-30294	active
WELLS-NICHOLS #4	42-197-31711	active
WELLS-NICHOLS #5	42-197-31727	active
WEST ESTATE #1	42-197-31423	inactive
WEST ESTATE UNIT #2	42-197-31452	active
YOUNG #1	42-197-31448	inactive
Zip 74-1H	42-197-31685	active
CATO-HOLMES UNIT 1	42-197-30954	active
MCNABB 1	42-197-30303	inactive
MCNABB 2	42-197-30524	inactive
MCNABB 3	42-197-30303	inactive
WORD A 2	42-197-31451	active
DEWITT 1-17H	35-065-20268	active
EDDIE 2-31H	35-065-20265	inactive
HATCH 2-29H	35-065-20262	active
EDDIE 1-31H	35-065-20249	inactive
HATCH 1-29	35-065-20245	inactive
CAROL SUE 1-20	35-065-20243	active
JUDD 'A' 3	42-197-31750	active
JUDD 'A' 2	42-197-31743	active
JUDD 'A' 1	42-197-31715	active
Coleman 1	42-363-35293	active
Coleman 2	42-363-35482	Inactive
Dabney 1	42-363-35361	active
Dabney 2	42-363-35483	active
Deno-Gragg 1	42-363-35219	active
Deno-Gragg 2	42-363-35385	active
Deno-Gragg 3	42-363-35526	active
Francis 1	42-363-35295	active
Gragg, P.K 1	42-363-35369	active

THE FOLLOWING COMPRISES SCHEDULE 4.1(n) ATTACHED TO AND FORMING PART OF A PURCHASE AND SALE AGREEMENT DATED THE 28th DAY OF MAY, 2020 BETWEEN FTI CONSULTING CANADA INC., solely in its capacity as the court-appointed receiver and manager of EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., and EAGLE HYDROCARBONS INC., and not in its personal or corporate capacity (as so represented, Eagle Hydrocarbons Inc., "Vendor"), and AGUILA ENERGY, LLC, a Delaware limited liability company ("Purchaser").

TAXES

None.