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ATTORNEYS FOR CANADIAN RECEIVER

**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

**RECEIVER’S EXPEDITED 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**

Now comes FTI Consulting Canada Inc. (“**FTI**”) solely in its capacity as court-appointed receiver and foreign representative (the “**Receiver**”) of (1) Eagle Energy Inc. (“**Eagle Energy**”), (2) Eagle Energy Trust (“**Eagle Trust**”), Eagle Energy Holdings Inc. (“**Eagle Holdings**”), and Eagle Hydrocarbons Inc. (“**Eagle Hydrocarbons**” or “**Vendor**”) (collectively, referred to as the

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

“**Debtors**”), based upon the Receivership Order (defined below) dated November 19, 2019, entered by the Court of Queen’s Bench of Alberta in the Judicial Centre of Calgary, Canada (the “**Canadian Court**”) under Canada’s Bankruptcy and Insolvency Act, and as authorized foreign representative of the above-captioned Debtors, states as follows:²

I.
INTRODUCTION

1. The Debtors are a group of Canadian-based companies that have been placed into a receivership proceeding under Canadian law. Movant FTI is the Canadian court-appointed Receiver for the Debtors. In these Chapter 15 Cases (defined below), the Court has found that the Canadian Proceedings (defined below) are a foreign main proceeding and that the Receiver is a foreign representative. As such, this Court may grant comity to orders from the Canadian Proceeding, and section 363 of the Bankruptcy Code applies with respect to the Debtors’ assets that are within the territorial jurisdiction of the United States.

2. The Receiver is attempting to sell the Debtors’ assets through a court-supervised process in Canada (with respect to the Canadian Assets (defined below)) and in the United States (with respect to the U.S. Assets (defined below)). The Receiver has engaged the services of Sale Agents (defined below) based in Canada and in the United States (Texas) for these endeavors.

3. The Receiver previously obtained approval of a sale process in the Canadian Court (the “**Canadian Sale Process Order**”) and in this Court (the “**Sale Process Order**”) [Dkt. No. 57]. That sales process has been completed, and a purchaser has been chosen. The Receiver has filed the Canadian Sale Motion (defined below) seeking approval of the Canadian Sale Order (defined below), which was heard and approved by the Canadian Court on **June 2, 2020**.

² Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the PSA (defined below).

4. By this motion, (the “**U.S. Sale Motion**”), the Receiver seeks an order substantially in the form attached as **Exhibit A** hereto from this Court granting comity to the Canadian Sale Order and approving the sale of the Vendor’s Assets located in the United States free and clear of all Liens, Claims, Encumbrances, and other interests other than Permitted Encumbrances and Assumed Liabilities, subject to and in accordance with the terms and conditions of the PSA (the “**U.S. Sale Order**”).

II.
JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(a) and (b) and 11 U.S.C. §§ 109, 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 pursuant to 28 U.S.C. § 1410(3). This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

III.
SUPPORT FOR THIS MOTION

6. The Receiver relies on the record of this Court in these Chapter 15 Cases, including judicial notice of the filings in these Chapter 15 Cases, any evidence provided at any hearing on this U.S. Sale Motion, and the following exhibits:

Ex	Description
A	Proposed Form of U.S. Sale Order

IV.
BACKGROUND

A. The Debtors

7. Eagle Energy and Eagle Holdings are incorporated under the laws of the Province of Alberta. Eagle Trust is an unincorporated open-ended limited purpose trust formed under the

laws of the Province of Alberta. Debtor Eagle Hydrocarbons is a company incorporated under the laws of the State of Delaware, United States.

B. Canadian Proceedings and these Chapter 15 Cases

8. On November 19, 2019, White Oak Global Advisors, LLC, in its capacity as the administrative agent (in such capacity, the “**Agent**”) under that certain *Loan and Security Agreement* dated as of March 13, 2017 (as amended, modified, or supplemented, the “**Loan Agreement**”), for itself 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 in the Canadian Proceedings 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**”). [Dkt. No. 35, p. 2, ¶B].

9. 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. [Dkt. No. 35, p. 2, ¶C.]

10. 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.]..

11. On December 5, 2019, this Court entered *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].

12. Among other things, the Recognition Order provides that:

The Receiver is the duly appointed foreign representative of the Debtors within the meaning of Section 101(24) of the Bankruptcy Code. [Dkt. No. 35, p. 3 ¶H].

The Canadian Proceedings are entitled to recognition as foreign main proceedings pursuant to Sections 1502(4) and 1517(b)(1) of the Bankruptcy Code with respect to each of the Debtors. [Dkt. No. 35, p. 3 ¶L].

Sections 363, 549 and 552 of the Bankruptcy Code apply to a transfer of an interest of the Debtors in property that is within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of an estate. [Dkt. No. 35, p. 4 ¶3(b)].

The Receiver may, but is not obligated to, operate the Debtors' business and may exercise the rights and powers of a trustee under and to the extent provided by 11 U.S.C. §§ 363 and 552. [Dkt. No. 35, p. 4 ¶3(c)].

C. Engagement of Sale Agents in Canada and the US

13. The Receiver determined that a sale solicitation process (a “**Sale Process**”) was the best and most effective way to realize on the Debtors' assets. On February 5, 2020, the Receiver entered into the an engagement agreement with CB Securities Inc. (the “**Canadian Sale Agent**”) for the Canadian Sale Agent to act as the Receiver's exclusive sale agent for the sale of the Debtors' assets located in Canada (the “**Canadian Assets**”) in the proposed Sale Process. Similarly, on February 6, 2020, the Receiver entered into an engagement agreement with EnergyNet.com, Inc. (the “**U.S. Sale Agent**”, together with the Canadian Sale Agent, the “**Sale Agents**”) for the U.S. Sale Agent to act as the exclusive sale agent for the sale of the Debtors' Assets³ located in the territorial jurisdiction of the United States (the “**U.S. Assets**”) in a proposed Sale Process.

³ The term “**Assets**” shall have the meaning ascribed to it in the PSA.

D. Sales Process Applications and Orders

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

15. On February 12, 2020, the Receiver filed in this Court *Receiver’s Expedited Motion For Approval Of Sale Process* (the “**U.S. Application**”) requesting approval of the Sale Process for the assets of the Debtors located in the territorial jurisdiction of the United States. [Dkt. No. 48].

16. 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.

17. 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 for U.S. Assets. [Dkt. No. 57].

18. The foregoing sales process orders approved of a Sale Process for the Canadian Assets and the U.S. Assets.

E. Sale Process⁴

19. The Sale Process was launched on or about February 25, 2020. The Sale Process entailed (a) hiring the Sale Agents, (b) setting up virtual data rooms containing information about the Canadian Assets and U.S. Assets, (c) distributing a Teaser Letter to potential buyers and publishing a Sale Process Notice, (d) allowing access to the virtual data rooms and a providing a confidential information memorandum to those interested parties who executed a nondisclosure

⁴ Terms used in this Section Ef not otherwise defined herein, carry the same meanings ascribed to them in the Sale Process Order.

agreement, (e) preparing a draft purchase and sale agreement for use during negotiations, (f) establishing a Phase 1 Bid Deadline for bidders, (g) assessing the Phase 1 bids and selecting Phase 2 bids, (h) establishing a Phase 2 Bid Deadline for Qualified Bidders, and (i) selecting a Qualified Bid.

20. The Receiver received several bids for the Assets. The highest and best bid was a Credit Bid (as defined in the U.S. Application) from the Agent.

21. On May 28, 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 in and to the Assets of Vendor located in the United States free and clear of all Liens, Claims, Encumbrances, and other interests (other than Permitted Encumbrances and Assumed Liabilities) (the “**PSA**”), subject to and in accordance with the terms and conditions of the PSA, an abridged copy of which (together with certain exhibits thereto) is attached as **Exhibit A** to the attached proposed Order.⁵

F. The Canadian Sale Motion

22. On May 29, 2020, the Receiver filed with the Canadian Court an *Amended Application (Sale of Eagle Hydrocarbons Inc. Assets to White Oak Global Advisors LLC)* (“**Canadian Sale Motion**”) with respect to the sale of the U.S. Assets.

23. On June 2, 2020, the Canadian Court held a hearing on the Canadian Sale Motion, and signed the *Sale Approval and Vesting Order (Sale by Receiver)* (“**Canadian Sale Order**”), a copy of which is attached as **Exhibit B** to the attached proposed Order. Accordingly, the Receiver

⁵ Certain exhibits and schedules to the PSA are omitted from the copy of the PSA attached as Exhibit B to the U.S. Sale Motion. The copy of the PSA attached as Exhibit B omits: Exhibit D (Form of Assignment, Conveyance and Bill of Sale); Exhibit F (Alberta Form of Approval and Vesting Order); and Exhibit I (Bankruptcy Court Order). A full copy of the PSA with all exhibits and schedules can be downloaded free of charge from the website of the Receiver’s noticing agent at: <https://cases.stretto.com/eagleenergy/>.

seeks entry of a companion order from this Court approving the Transaction and granting comity to the Canadian Sale Order.

G. Proposed Sale

24. The Transaction is a “credit bid” sale to the Agent under the Loan Agreement. The Purchaser is a Delaware limited liability company that is an affiliate of the Agent.

H. Summary of the Transaction (U.S. Assets)⁶

25. By the PSA, Vendor, as represented by the Receiver, agrees to sell, assign, transfer, convey, and set over to Purchaser, and Purchaser agrees to purchase from Vendor, effective as of the Closing Date, all of the right, title, estate and interest of Vendor 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**”).

• **Assets Being Sold and Excluded Assets:**

- **Assets Being Sold:** The Assets being sold pursuant to the PSA include, among other things, 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 right, title, and interest in and to certain oil and gas assets. These oil and gas assets include (a) all of Vendor’s oil, gas, and mineral leases and interests and fee mineral and royalty interests located in Jackson County, Oklahoma and Hardeman and Palo Pinto Counties, Texas and all interests of every kind and character in, to, and under, or derived from, the same (the “**Assigned Leases and Interests**”), (b) all oil and gas wells and any injection, disposal, or monitoring wells located on, or used, or held for use, in connection with the Assigned Leases and Interests (such wells, 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

⁶The summary provided within this paragraph 25 is intended only to be a synopsis only and is not intended to represent a complete description of the Transaction contemplated by the PSA. For a complete description of the description, parties-in-interest should read the PSA. In the event of a conflict between this summary and the PSA, the terms of the PSA shall control.

- in storage or tanks or is line fill as of the Effective Time, and all proceeds therefrom, (d) all Contracts, including sale and purchase contracts, unit operating agreements, unit agreements, pooling agreements, joint operating agreements, seismic licenses, balancing agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, 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, together with all surface fee interests in the lands covered by the Assigned Leases and Interests (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, (g) all information, books, databases, files, records and data, whether in written or electronic format, relating to any other Asset or to any Assumed Liability (collectively, the “**Records**”), (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) all trade credits, accounts receivable, notes receivable, take or pay amounts receivable, and other receivables attributable to the other Assets, (j) except as expressly provided in the PSA, all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits and (k) such other rights, interests and properties of Vendor as are set forth in the PSA in the definition of “Assets.”
- Purchaser also agrees to assume certain liabilities relating to the Assets, including (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) all Abandonment and Reclamation Obligations (defined below) and all Environmental Liabilities (defined below) and (c) such other liabilities set forth in the PSA in the definition of “Assumed Liabilities.” (collectively, the “**Assumed Liabilities**”).
 - **Excluded Assets:** Excluded from the Assets being sold to Purchaser, however, are the Excluded Assets. The “**Excluded Assets**” include (a) all audit rights and any and all claims, causes of actions and rights in favor of Vendor in respect of the Excluded Contracts, the Retained Liabilities, and other Excluded Assets, (b) certain contracts designated by Vendor on Exhibit G to the PSA as excluded from the

transactions contemplated by the PSA (the “**Excluded Contracts**”), (c) shares of capital stock or other equity interest of Vendor or any of Vendor’s subsidiaries, (d) all minute books, stock ledgers, corporate seals, and stock certificates of Vendor, (e) records of Vendor relating to any other Excluded Asset, (f) all claims, counter-claims, cross-claims and defenses of Vendor, to the extent related to the other Excluded Assets or the Retained Liabilities, and (g) such other assets of Vendor as are set forth in the PSA in the definition of “Excluded Asset.”⁷ In addition to retaining the Excluded Assets, Vendor also retains 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 those obligations and liabilities as are set forth in the PSA in the definition of “Retained Liabilities” (the “**Retained Liabilities**”).⁸

- **Consideration:** The Sale is a “credit bid” sale to the Purchaser. Accordingly, as consideration for the Sale, Purchaser will (a) release Vendor and any applicable guarantors from any and all Actions arising under, or otherwise relating to, the Loan Agreement, in an amount equal to \$11,000,000 and (b) pay to Vendor at Closing cash in an amount equal to \$120,000 (as may be offset by the amount of cash that Vendor has on hand on the Closing Date as set forth in Section 2.9 of the PSA).
- **Assignments of Leases or Contracts:** As mentioned above, the Assets being assigned to Purchaser include the Assigned Leases and Interests and the Assigned Contracts.
- **Deadlines:** The date on which the Sale closes (the “**Closing Date**”) is scheduled to occur (a) no later than five Business Days following the date on which all conditions to closing have been satisfied or waived or (b) on June 30, 2020, whichever is later.
- **Taxes:** Regarding taxes, Vendor is required to 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 (“**Asset Taxes**”), attributable to any tax period, or portion of any tax period, ending prior to the Closing Date. Purchaser is required to bear and pay all Asset Taxes attributable to any tax period, or portion of any tax period, beginning at or after the Closing Date.
- **Regulatory and Environmental:** As part of its assumption of the Assumed Liabilities, under the PSA, Purchaser assumes all Environmental Liabilities and Abandonment and Reclamation Obligations. “**Environmental Liabilities**” are all liabilities under

⁷ The Excluded Assets and Excluded Contracts include without limitation (a) all employment contracts with any of the Debtors and (b) that certain Leasedated as of September 22, 2017 by and between Energy Tower IV Investments LTD and Eagle Hydrocarbons.

⁸ Retained Liabilities (which are Liabilities retained by the Vendor) 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.

environmental law that arise from, relate to, or are associated with, the Assets and that arise in connection with the ownership or operation thereof. Environmental Liabilities do not include, however, 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. "**Abandonment and Reclamation Obligations**" are all past, present, and future obligations to (a) abandon, shut-down, close, decommission, dismantle or remove all wells, facilities or other personal property located on, or used in connection with, the Properties and the production of Petroleum Substances therefrom and (b) restore, remediate and reclaim the surface and subsurface locations of such wells, facilities and personal property and any lands used to gain access thereto, and including the remediation, restoration and reclamation of any surface and sub-surface lands affected by any environmental damage emanating from or relating to such wells, facilities, and personal property.

- **Release:** The PSA contains a release in favor of the Agent and its related parties that is usual and customary for similar such transactions.

I. Expenses of Sale

26. As set forth in section 11.17 of the PSA, each party will pay its own costs and expenses incurred in anticipation of, relating to, and in connection, with the negotiation and execution of the PSA and any other agreement, document or instrument contemplated thereby and the transactions contemplated thereby.

J. Assumption and Assignment of Contracts

27. The PSA contemplates the assumption by the Debtors and the assignment to Purchaser of Assigned Contracts pursuant to sections 363 and 365 of the Bankruptcy Code. A complete list of anticipated Assigned Contracts and Cure Amounts related to the PSA is provided on Exhibit C and Exhibit J to the PSA, respectively. Pursuant to section 2.6 of the PSA, Purchaser may, within one day prior to the Closing Date, and in its sole and absolute discretion, deliver to Vendor notice of its election to designate any Contract as (a) an Excluded Contract, or (b) an Assigned Contract, and upon such designation, such Contracts shall constitute an Excluded Contract and/or an Assigned Contract, as the case may be. Currently, no Cure Amounts are anticipated to be required to be paid in connection with the assumption and assignment of the

Assigned Contracts. Identification of any Assigned Contracts on Exhibit C of the PSA does not guarantee that such Assigned Contract will be assigned to the Purchaser and the Purchaser reserves all rights to remove any Assigned Contract from Exhibit C and modify the Cure Costs identified on Exhibit J, as applicable, until the Closing Date.

V.
ARGUMENT AND AUTHORITIES

A. Relief Requested

28. By this Motion and pursuant to 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, the Receiver requests that the Court enter the U.S. Sale Order approving the Transaction contemplated by the PSA Free and Clear except as otherwise set forth in the PSA.

B. Section 363 Applies to the U.S. Assets

29. Pursuant to the Recognition Order and section 1520(a)(2) of the Bankruptcy Code, 11 U.S.C. § 363 applies to a transfer of the Debtors' interest in property that is within the territorial jurisdiction of the United States to the same extent that the section would apply to property of an estate. [Dkt. No. 35 ¶3]. Accordingly, the Receiver submits that the Fifth Circuit standard for approving sales pursuant to section 363 of the Bankruptcy Code should apply to approval of the Transaction.

C. The Sale is Good Business Judgment

30. Section 363(b)(1) of the Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit apply the “business judgment” test for whether an asset should be sold pursuant to section 363(b)(1) of the Bankruptcy Code. *ASARCO*,

L.L.C. v. Elliott Mgt. (In re ASARCO, L.L.C.), 650 F.3d 593, 601 (5th Cir. 2011). Under this standard, the movant bears the burden to show that the proposed sale is “supported by an articulated business justification, good business judgment, or sound business reasons.” *Cadle Co. v. Mims (In re Moore)*, 608 F.3d 253, 263 (5th Cir. 2010). A court should consider “all salient factors” concerning approval of the proposed sale, including whether: (1) the price to be paid for the assets is fair; (2) the negotiations or bidding occurred at arm’s length; (3) the procedures proposed are adequate, including proper exposure to the market and accurate and reasonable notice to all parties in interest; (4) any improper or bad motive exists; and (5) the assets are increasing or decreasing in value. *Institutional Creditors of Cont’l Air Lines, Inc. v. Cont’l Air Lines, Inc. (In re Cont’l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (quoting *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983)).

31. The Assets were properly marketed.⁹ The teaser letter was sent to approximately 30,000 interested parties. The sale was advertised in the Houston Chronicle on February 28, 2020 and an advertisement was posted on the HART Energy website. A total of 385 parties contacted view the data room hosted by the U.S. Sale Agent. Access to the virtual data room was only granted to parties who completed the U.S. Sale Agent’s bidder profile and agreed to the terms and conditions required by the U.S. Sale Agent’s website which include standard US oil and gas marketing confidentiality clauses. During Phase 1, 14 proposals were received. During Phase 2, the Purchaser’s offer was determined to be superior to all other proposals and was the only proposal that was considered. Following Phase 2, the Purchaser’s offer has meet all sale requirements and the Receiver selected the Purchaser’s offer as the best.

⁹ Terms used in this paragraph 31 not otherwise defined herein, carry the same meanings ascribed to them in the Sale Process Order.

32. The Receiver is experienced in liquidating assets of insolvent companies, and believes in its best business judgment that the Purchase Price for the Assets is fair and reasonable and that the Transaction in the best interests of the Vendor, its creditors, equity interest holders and all other parties-in-interest.

D. Free and Clear Sale

33. A trustee may sell property under section 363(b) of the Bankruptcy Code free and clear of any interest in such property of an entity other than the estate only if:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

34. The Receiver submits that, at a minimum, subsections (1), (2), (4) and (5) of section 363(f) are satisfied, as will be proved at the hearing on the Transaction. First, the Purchase Price will not exceed the Claims of the Purchaser, and thus, it does not appear that there will be a recovery from the proceeds of the anticipated sale of the Assets for the any junior secured lenders or the unsecured creditors. Accordingly, consistent with applicable nonbankruptcy law, the Receiver may sell the Debtors' assets located in the territorial jurisdiction of the United States free and clear of any Liens, Claims, Encumbrances, and other interests subordinated to Agent pursuant to section 363(f)(1) of the Bankruptcy Code. Second, all alleged holders of Liens, Claims, Encumbrances, and 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 the U.S. Sale Order. Additionally, the Agent has consented to the sale of its collateral. Therefore, any entity holding any interest in the Assets has consented to the Assets being sold Free and Clear pursuant to section 363(f)(2) of the Bankruptcy Code. Next, the Receiver is not aware of any remaining Liens, Claims, Encumbrances and/or other interests against or on the Assets, and, if any such Liens, Claims, Encumbrances and/or other interests exist, they are in bona fide dispute as to the extent, validity, perfection, and/or viability of those Liens, Claims, Encumbrances and/or other interests. As such, section 363(f)(4) of the Bankruptcy Code is satisfied. Additionally, holders of Claims could be compelled to accept money satisfaction of such Claims. Finally, any allowed ad valorem tax claims will be satisfied from the sales proceeds either without reliance on section 363(f) or in compliance with section 363(f)(5). For the foregoing reasons, the Receiver may sell the Assets Free and Clear pursuant to section 363(f) of the Bankruptcy Code.

E. Good Faith Sale

35. Purchaser is not an “insider” of any of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

36. 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.

37. The Receiver believes Purchaser is purchasing the Assets in good faith, and that Purchaser constitutes a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code. The Court’s order approving the Transaction should, therefore, hold that Purchaser is 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.

38. Moreover, the Purchase Price was not controlled by any agreement among potential bidders at such sale, and neither the Receiver, the Vendor, the Debtors, nor the Purchaser engaged in collusion or any other conduct that would cause or permit the Transaction to be avoidable under section 363(n) of the Bankruptcy Code. Respectfully, the Court's order approving the Transaction should, therefore, hold that the Transaction may not be avoided and that no party shall be entitled to damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

39. 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.

40. Approval of the U.S. Sale Motion and the PSA, and the consummation of the Transaction are in the best interests of the Vendor, the Debtors, their creditors, equity interest holders, and other parties-in-interest.

F. Comity to Canadian Sale Order

41. The Receiver respectfully requests that this Court recognize, give the full force and effect, and extend comity, as necessary, to the Canadian Sale Order. Section 1509 of the Bankruptcy Code states:

If the court grants recognition under section 1517, and subject to any limitations that the court may impose consistent with the policy of this chapter . . . (3) a court in the United States **shall grant comity or cooperation to the foreign representative.**

11 U.S.C. § 1509(b)(3) (emphasis added).

42. A central tenet of Chapter 15 is the importance of comity in cross-border insolvency proceedings. *Ad Hoc Group of Vitro Noteholders v. Vitro SAB De CV (In re Vitro SAB De CV)*, 701 F.3d 1031, 1053 (5th Cir. 2012). The Supreme Court defined comity as follows:

“Comity,” in the legal sense, is neither a matter of absolute obligation, on the one hand, nor of mere courtesy and good will, upon the other. But it is the recognition which one nation allows within its territory to the legislative, executive, or judicial acts of another nation, having due regard both to international duty and convenience, and to the rights of its own citizens, or of other persons who are under the protection of its laws.

Hilton v. Guyot, 159 U.S. 113, 143 (1895); *see also Vitro*, 701 F.3d at 1043-44.

43. The exceptions to comity are construed especially narrowly when the foreign jurisdiction is like Canada, a sister common-law jurisdiction with procedures akin to those in the United States. *Clarkson Co. v. Shaheen*, 544 F.2d 624, 630 (2d Cir. 1976) (holding that it would contravene the public policy of New York and the doctrine of comity not to recognize the Canadian judgment in these circumstances); *see also In re Petition of Davis*, 191 B.R. 577, 587 (Bankr. S.D.N.Y. 1996) (stating that “Courts in the United States uniformly grant comity to Canadian proceedings” and noting that Canada is a sister common-law jurisdiction with the United States).

44. The extension of comity to Canadian orders has continued since the 2005 enactment of Chapter 15. *See In re Metcalfe & Mansfield Alternative Invs.*, 421 B.R. 685, 698–99 (Bankr. S.D.N.Y. 2010) (extending comity to Canadian Companies Creditors Arrangement (“CCAA”) order providing for a third-party release and citing cases where American courts have extended comity to Canadian judgments); *Raymond Chabot, Inc. v. Serge Côté Family Tr.*, 2014 U.S. Dist. LEXIS 117128, 6 (D.S.C. Aug. 22, 2014) (entering temporary restraining order assisting Canadian bankruptcy receiver and noting “the widely-accepted view that Canadian judgments are entitled to recognition and enforcement here”); *Collins v. Oilsands Quest, Inc.*, 484 B.R. 593, 597 (S.D.N.Y. 2012) (enforcing Canadian court stay in a CCAA and noting “the question here is not whether this

Court should grant a stay in the first instance, but whether should accord comity and deference to the stay orders entered by the Alberta Court”).

45. Based on the foregoing, the Receiver requests that this Court recognize, give the full force and effect, and extend comity, as necessary, to the Canadian Sale Order.

G. Relief From Any Stay

46. The outside Closing Date for the Transaction is June 30, 2020. Pursuant to Rules 6004(h), 6006(d), 7062, and 9014, unless the Court orders otherwise, the U.S. Sale Order approving the Transaction may be automatically stayed. The Receiver seeks to consummate the Transaction expediently, with possession of the Assets transferred to the Purchaser (subject to the terms and conditions of the PSA) immediately upon entry of the U.S. Sale Order approving the Transaction. Accordingly, the Receiver requests that the Court waive any applicable stay period, whether under the Bankruptcy Code, Rules 6004(h), 6006(d), 7062, or 9014, or otherwise.

**VI.
PRAYER**

WHEREFORE, Receiver requests that this Court grant its Motion, enter the proposed form of U.S. Sale Order attached hereto as **Exhibit A**, and grant such other and further relief to which Receiver may be entitled both at law and in equity.

Dated: June 3, 2020

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

/s/Steve A. Peirce

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COUNSEL FOR CANADIAN RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that contemporaneously with the filing of the foregoing, I directed noticing agent Stretto to serve a copy of the foregoing on parties in interest in this case. The Receiver will supplement this certificate of service with proof of service and a copy of such service list.

/s/ Steve A. Peirce

EXHIBIT A

Proposed Form of U.S. Sale Order

**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 an *Expedited Motion for Order (I) Approving Sale of*

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

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

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.].

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 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 28, 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, an abridged copy of which is annexed to this Order as **Exhibit**

A.³

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

On May 29, 2020, the Receiver filed with the Canadian Court an *Amended Application (Sale of Eagle Hydrocarbons Inc. Assets to White Oak Global Advisors LLC)* (“**Canadian Sale Motion**”).

On June 2, 2020, the Canadian Court entered a *Sale Approval and Vesting Order (Sale by Receiver)* (“**Canadian Sale Order**”), a copy of which is annexed to this Order as **Exhibit B**.

On June 3, 2020, the Receiver filed with this Court the U.S. Sale Motion.

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 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.

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.

§ 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 Receiver’s certificate 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

Execution Version

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:

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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

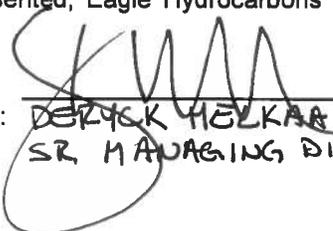
This Agreement may be executed and delivered in counterpart and transmitted by facsimile or other electronic means and all such executed counterparts, including electronically transmitted copies of such counterparts, shall together constitute one and the same agreement.

[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 HELKAA
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

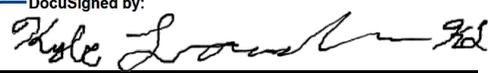
DocuSigned by:

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

Exhibit A-1

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
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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Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
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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Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
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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Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
<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>

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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.

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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>

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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	D118-62425		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	D118-62418		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	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.
LISA ANN HANNERS GLIDEWELL	CHARLESTON ENERGY, INC.	10/10/17	DI18-62423		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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Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
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 Yvonna Davis, as Co-Trustees and the Successor Trustees of the Weldon and Yvonna 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.

Exhibit A-1

Lessor	Lessee	Lease Date	Book/Inst #	Page	County	State	Legal Description
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>

<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>County</u>	<u>State</u>	<u>Legal</u>
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

<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>County</u>	<u>State</u>	<u>Legal</u>	<u>SEC</u>	<u>Township</u>	<u>Range</u>
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.

<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.

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

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.

99862756.14

US 7024321

EX A-000079

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 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.
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.

MSAs		
Counterparty	Type of Agreement	Date Executed
SPOC Automation Inc.	MSA	August 9, 2018
Kiewitschnick 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

[Omitted. A full copy of the PSA with all exhibits and schedules can be downloaded free of charge from the website of the Receiver's noticing agent at: <https://cases.stretto.com/eagleenergy/>.]

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

[Omitted. A full copy of the PSA with all exhibits and schedules can be downloaded free of charge from the website of the Receiver's noticing agent at: <https://cases.stretto.com/eagleenergy/>.]

EXHIBIT G

EXCLUDED ASSETS

See attached.

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

<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

[Omitted. A full copy of the PSA with all exhibits and schedules can be downloaded free of charge from the website of the Receiver's noticing agent at: <https://cases.stretto.com/eagleenergy/>.]

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.

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)

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

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

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

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.

Exhibit B

Canadian Sale Order

COURT 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)**



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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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 UPON no other parties seeking to be heard

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

VESTING OF PROPERTY

6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. Except as expressly provided for 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.
12. 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).
13. 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.

14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. 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).
16. 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.
17. Notwithstanding paragraph 16 above, to the extent that the said paragraph 16 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.
18. 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

19. 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.

- 20. 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.
 - 21. 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.
 - 22. 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.

Schedule "A": Form of Receiver's Certificate

COURT FILE NUMBER 1901-16293
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY



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 **RECEIVER'S CERTIFICATE**

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

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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

RECITALS

- A. Pursuant to an Order of the Honourable Justice Neufeld of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the **Court**) dated November 19, 2019, FTI Consulting Canada Inc. was appointed as the receiver and manager (the **Receiver**) of certain undertakings, property, and assets of Eagle Energy Inc., Eagle Energy Trust, Eagle Energy Holdings Inc., and Eagle Hydrocarbons Inc. (the **Debtors**).
- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale and certain assets made as of **[Date of Agreement]** (the **Sale Agreement**) between the Receiver and Aguila Energy, LLC (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective

with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

- 1 The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
- 2 The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
- 3 The Transaction has been completed to the satisfaction of the Receiver.
- 4 This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

FTI CONSULTING CANADA INC., in its capacity as receiver of certain of the undertakings, property and assets of **EAGLE ENERGY INC., EAGLE ENERGY TRUST, EAGLE ENERGY HOLDINGS INC., AND EAGLE HYDROCARBONS INC.**, and not in its personal capacity

Per: _____

Name:

Title:

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

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
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.	
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
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.	

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."