

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY,	§	CASE NO. 15-35615
<i>et al.</i>	§	
	§	(Chapter 11)
	§	Jointly Administered
DEBTORS.	§	

MOTION TO AUTHORIZE AND APPROVE (A) STALKING HORSE PURCHASE AGREEMENT, (B) SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF CLAIMS, LIENS, ENCUMBRANCES AND OTHER INTERESTS, (C) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (D) BIDDING PROCEDURES, (E) PROCEDURES FOR DETERMINING CURE AMOUNTS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (F) RELATED RELIEF

A HEARING WILL BE CONDUCTED ON THIS MATTER ON DECEMBER 2, 2015 AT 10:00 A.M. IN COURTROOM 404, UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, 515 RUSK AVENUE, HOUSTON, TX 77002.

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-THREE (23) DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively, the “Debtors”), the debtors in possession in the above-captioned bankruptcy cases, file this *Motion*

to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief (the “Motion”), and in support respectfully state as follows:

JURISDICTION AND PROCEDURAL BACKGROUND

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157. This Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).
2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. On October 26, 2015 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), thereby commencing the above-captioned bankruptcy cases (the “Cases”).
4. Since the Petition Date, the Debtors have continued to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107(a) and 1108.
5. The Debtors seek the relief requested herein pursuant to, among others, §§ 363, 365, 503(b), 507(a)(2) and 105 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.
6. As of the date hereof, an official committee of unsecured creditors has not been appointed in the Cases.

STATEMENT OF FACTS

The Debtors' Business Operations

7. RAAM is an independent oil and natural gas exploration and production company engaged in the exploration, development, production, exploitation, and acquisition of oil and natural gas properties. The other Debtors are wholly-owned subsidiaries of RAAM, and RAAM provides administrative, technical, financial, and strategic planning support to their subsidiaries. The Debtors' producing assets are located offshore in the Gulf of Mexico and onshore in Louisiana, Texas, Oklahoma, and California, and the Debtors maintain offices in Lexington, Kentucky, Houston, Texas, and New Orleans, Louisiana.

Secured Debt

8. On September 12, 2014, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC entered into a Fifth Amended and Restated Credit Agreement with Wilmington Trust, National Association, as administrative agent and the lenders party thereto (the "Fifth Amended and Restated Credit Agreement"), and RAAM entered into the Fourth Amended and Restated Guaranty in connection therewith. The Fifth Amended and Restated Credit Agreement provides the Debtors with an \$85.0 million term loan facility (the "Term Loan Facility") that is secured by a first lien on substantially all of the Debtors' real and personal property (with certain exceptions). As of September 30, 2015, \$63.8 million was outstanding under the Term Loan Facility.

9. RAAM also has outstanding \$238.0 million in senior secured notes at a coupon rate of 12.5% (the "Notes"). The Notes are guaranteed on a senior secured basis by Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration

Resources, LLC. The Notes and the guarantees are secured by a security interest in substantially all of the Debtors' assets to the extent they constitute collateral under the Term Loan Facility, subject to certain exceptions. Pursuant to an Intercreditor Agreement, the lien securing the Notes is subordinated and junior to liens securing the Term Loan Facility.

10. The Debtors have a promissory note dated August 8, 2005 with GE Commercial Finance Business Property Corporation ("GECF") related to the construction of their Houston office building. On October 1, 2012 EverBank purchased GECF and is now known as Business Property Lending, Inc. The balance owed to EverBank was \$2.3 million at September 30, 2015. The note requires monthly installments of principal and interest in the amount of approximately \$27,000 until September 1, 2025.

11. Century Exploration New Orleans, LLC and the Bureau of Ocean Energy Management ("BOEM") entered into various leasing agreements for specific exploration and production activity. Ace American Insurance Company ("ACE") issued surety bonds in the estimated aggregate amount of \$39,630,000 in favor of BOEM and as required by BOEM under the leasing agreements. In connection with its issuance of such bonds, ACE and Century Exploration New Orleans, LLC entered into the Funds Disbursing Agreement dated October 23, 2014, and a related Escrow Agreement with Bank of America as escrow agent (collectively, the "ACE Bonding Agreement"), that requires Century Exploration New Orleans, LLC to provide funds for the escrow as security for ACE. The ACE Bonding Agreement contemplates the Debtors funding \$750,000 per month until March 31, 2017 into an escrow account for the benefit of ACE, and the balance of such escrow account was approximately \$9.9 million as of September 30, 2015.

Pre-Petition Restructuring Process

12. The Debtors have actively worked with investment banking advisors to refinance the Notes, but due to the current economic environment the Debtors have been unable to raise cash or identify capital resources from other sources such as bank funding, private investment, or the public debt and equity markets.

13. The Debtors previously sought to restructure their liabilities pursuant to an exchange offer and consent solicitation that was initiated on June 4, 2015 (the “Exchange Offer”). The Exchange Offer contemplated, among other terms, that if holders of all Notes tendered their Notes in the Exchange Offer, such holders of Notes would receive their pro rata share of \$50,000,000 in the aggregate principal amount of new notes maturing on June 30, 2019 and an aggregate amount of 1.17 million shares of RAAM’s common stock, which would represent 95% of the outstanding shares of RAAM’s common stock following the Exchange Offer, subject to dilution pursuant to the exercise of certain warrants. The closing of the Exchange Offer was conditioned, among other things, on at least 99% of the aggregate principal amount of outstanding Notes having been validly tendered and not validly withdrawn in the Exchange Offer (the “Minimum Tender Condition”), and the Exchange Offer was terminated.

14. The Exchange Offer terminated on August 20, 2015. Holders of approximately 94.77% of the principal amount of outstanding Notes tendered their Notes to be exchanged; however, this was insufficient to meet the Minimum Tender Condition.

15. For the several months prior to the Petition Date, the Debtors and their investment bankers have undertaken a thorough marketing process seeking third party stalking horse bidders. The Debtors were at one point close to finalizing a purchase agreement with a stalking

horse bidder for a portion of its assets, but the potential agreement fell through due to market conditions. While there remains interest in the Debtors' assets by third parties, the Debtors have been unable to secure an acceptable third party stalking horse bid at this time after a significant marketing process.

The Stalking Horse Purchase Agreement

16. The Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of November 6, 2015 (the "Stalking Horse Purchase Agreement") among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the "Stalking Horse Bidder") and the Debtors (the "Transaction"), subject to receipt of higher or better offers. A copy of the Stalking Horse Purchase Agreement, with certain exhibits, schedules, annexes, and other attachments included, is attached hereto as **Exhibit A**. The Stalking Horse Purchase Agreement provides for, among other things, the sale of the Debtors' right, title and interest in, to and under assets more particularly described in Section 2.1 of the Stalking Horse Purchase Agreement free and clear of any and all liens, encumbrances, claims and other interests, except as otherwise set forth in the Stalking Horse Purchase Agreement. The Transaction is subject to higher or better offers as more particularly set forth herein and the Bid Procedures (as defined below). In

consideration for the Assets to be purchased under the Stalking Horse Purchase Agreement, the Stalking Horse Bidder has agreed to provide consideration of a credit bid and equivalent release of the Debtors in an amount equal to \$58.8 million, cash in an amount equal to \$2.5 million, and assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Stalking Horse Purchase Agreement. In addition, as more fully described in the Bid Procedures, the Stalking Horse Purchase Agreement provides that the sale of the Assets will be subject to higher and better offers through Alternative Transactions (as defined in the Stalking Horse Purchase Agreement).

17. The pertinent terms of the Stalking Horse Purchase Agreement are summarized in the table below. To the extent any of the terms described below are inconsistent with the Stalking Horse Purchase Agreement, the Stalking Horse Purchase Agreement shall control.¹

Purchase Consideration:	The Stalking Horse Bidder has agreed to provide consideration of a credit bid and equivalent release of the Debtors in an amount equal to \$58.8 million, cash in an amount equal to \$2.5 million, and assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Stalking Horse Purchase Agreement.
Assets to be Purchased	Substantially all assets of the Debtors, including all cash and any of Seller's causes of action under the Bankruptcy Code and any Avoidance Actions solely to the extent related to any Assigned Contracts, but excluding, among other assets, (i) certain oil and gas properties related to the Ship Shoal and West Cameron leases and (ii) other oil and gas properties determined to be excluded by the Stalking Horse Bidder in the period between signing of the Stalking Horse Purchase Agreement and the hearing to approving Bid Procedures.
Conditions Precedent to Closing:	Customary conditions to closing, including: accuracy of representations and warranties, compliance with covenants in the Stalking Horse Purchase Agreement, no suit, action, or other

¹ Capitalized terms used in this summary but not defined in either the summary or elsewhere in this Motion shall have the meanings given to them in the Purchase Agreement.

	<p>proceeding being pending or threatened before any court or arbitration tribunal or any Governmental Authority seeking to enjoin the transactions contemplated in the Stalking Horse Purchase Agreement; no order being entered by any court, arbitration tribunal, or Governmental Authority against the Debtors, the Stalking Horse Bidder, or any of their respective Affiliates that enjoins the transactions contemplated in the Stalking Horse Purchase Agreement; the Bid Procedures Order and the Sale Order being entered by the Court and being Final Orders; the Stalking Horse Bidder having provided, or shall have caused Buyer's Designated Entity to provide (as applicable) the Debtors evidence reasonably satisfactory to the Debtors that Stalking Horse Bidder (or Buyer's Designated Entity, as applicable) has obtained all registrations, qualifications and approvals required by BOEM and governmental authorities; and Stalking Horse Bidder (or any combination of the Buyer Parties) shall either have (i) purchased the applicable percentage share of BP Energy Company and Cargill, Incorporated in, to and under the Credit Agreement and delivered reasonably satisfactory evidence thereof to the Debtors, or (ii) otherwise have obtained an executed ratification of the Stalking Horse Purchase Agreement from BP Energy Company and Cargill, Incorporated whereby such Persons agree to become Buyer Parties thereunder; no Material Adverse Effect shall have occurred; the Debtors shall have obtained a ratification of the Stalking Horse Purchase Agreement from Champion whereby Champion agrees to become a seller thereunder.</p>
<p>Termination:</p>	<p>The Stalking Horse Purchase Agreement can be terminated by (a) by mutual written consent of the parties; (b) by either the Debtors or the Stalking Horse Bidder if the Closing does not occur on or before March 5, 2016, unless extended by mutual written agreement of the Parties; provided, however, that if the Closing has not occurred by such date, but on such date all of the conditions to Closing have been satisfied or waived other than any approval or consent from a Governmental Authority required for the Closing to occur, then, either Party has the option to extend the End Date for a period up to six months after such date; (c) by either party if the Bid Procedures Order shall not have been entered by 35 days after the Effective Date; (d) by either party if there is any applicable Law that makes consummation of the transactions contemplated by the Stalking Horse Purchase Agreement prohibited or if consummation of such transactions would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent</p>

	<p>jurisdiction; (e) by either party if the Bankruptcy Case converts to a case under Chapter 7 of the Bankruptcy Code; (f) by either the party if the Court shall have approved any Alternative Transaction or the Debtors shall have entered into any definitive agreement with respect to any Alternative Transaction, which agreement has been approved by the Court; (g) by either party for certain breaches of representations and warranties or failure to perform or comply with covenants and agreements contained in the Stalking Horse Purchase Agreement such that the conditions precedent cannot be satisfied.</p>
Expense Reimbursement:	<p>If the Stalking Horse Purchase Agreement is terminated as a result of an Alternative Transaction, and Buyer has not breached any of its representations or warranties or failed to perform or comply with any of its covenants or agreements contained in the Stalking Horse Purchase Agreement, the Debtors will, subject to the entry of the Bid Procedures Order, pay to Buyer the Expense Reimbursement as promptly as reasonably practicable after such termination, but in no event later than the date of the consummation of the Alternative Transaction or within three (3) Business Days thereafter.</p>
Representations and Warranties:	<p>Customary representations and warranties, including representations of the Debtors regarding: due organization, due authorizations, enforceability, non-contravention, seller's litigation, governmental approvals, preferential rights, required consents, other restrictions on transferability, taxes, well status, compliance with laws, permits, environmental matters, payment of royalties, assigned contracts, imbalances, prepayments, AFEs, cash calls, brokers, labor matters, employee benefits, non-consent operations, suspense funds, payout balances, title matters, insurance, related party transactions, and the purchased equity.</p>
Certain Covenants:	<p>The Stalking Horse Purchase Agreement contains covenants regarding operations, casualty events, publicity, solicitation; other offers, compliance with conditions, operations, Court approval, bankruptcy filings, assumption and rejection of executory contracts and leases, bid procedures, BOEM qualifications, surety bonds, employee matters, non-buyer party credit agreement lenders, and Champion ratification.</p>

RELIEF REQUESTED

Introduction

18. Pursuant to §§ 363, 365, 503(b), 507(a)(2) and 105 of the Bankruptcy Code and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Debtors seek orders from this Court (a) approving the sale of substantially all of their assets to the Stalking Horse Bidder or such other Successful Bidder(s) (as defined in the Bid Procedures) free and clear of all claims, encumbrances, liens and other interests (except as set forth in the Stalking Horse Purchase Agreement or other definitive agreement to effectuate an Alternative Transaction), (b) approving the assumption and assignment of executory contracts and/or unexpired leases and rights thereunder, (c) setting a date for the hearing to approve the sale as contemplated herein, (d) approving the Bid Procedures, including, without limitation, the setting of the date, time and place of the auction, if any, to be held in conjunction with the Transaction, (e) approving the form of notices and notice and objections procedures for the Transaction contemplated herein, (f) approval of the Stalking Horse Purchase Agreement and the Expense Reimbursement, and (g) such other relief as the Debtors may show themselves entitled to receive.

Sale Hearing

19. The Debtors request that a hearing on the approval of the Transaction (or any alternative Transaction) as provided in this Motion (the “Sale Hearing”) be held on or around January 14, 2016.

Bid Procedures

20. Pursuant to Bankruptcy Rule 6004(f)(1), sales of property outside the ordinary course of business may be by private sale or auction. Good cause exists to expose the Debtors' assets to competing bids and, if appropriate, an auction. The solicitation and consideration of competing bids and an auction conducted substantially in accordance with the Bid Procedures (the "Auction") will enable the Debtors to obtain the highest or best offer(s) for their assets, thereby maximizing the value of such sale. The Bid Procedures are attached hereto as **Exhibit B** (the "Bid Procedures").²

21. Pursuant to the Bid Procedures, the Transaction will be subject to higher and better offers for the Debtors' assets, in whole or in part. The Debtors' assets (the "Assets") will be classified for the purposes of the Bid Procedures as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, and Lot 9 as set forth in the chart below.

<u>Lot</u>	<u>Assets in Lot</u>
1	Substantially all assets of the Debtors.
2	The Debtors onshore assets located in Texas.
3	The Debtors' offshore assets located in the Gulf of Mexico.
4	The Debtors office building in Houston, Texas.
5	The Debtors' seismic data.
6	The Debtors' assets in Oklahoma.
7	The Debtors' assets in California.
8	The Debtors' leases in Nebraska.

² The Bid Procedures are incorporated herein for all purposes, including, without limitation, the meaning of defined terms contained in the Bid Procedures and used herein.

<u>Lot</u>	<u>Assets in Lot</u>
9	The Debtors' assets in New Mexico.

22. Pursuant to the Bid Procedures, any additional bids must, among other things, (i) be based on a written purchase agreement(s) based on the Stalking Horse Purchase Agreement, that:

- designates whether the Potential Bidder (as defined in the Bid Procedures) is proposing a transaction in regard to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 (or any combination of such lots) as the case may be; *provided, however*, that to constitute a Qualified Bid (as defined in the Bid Procedures), either (1) a Potential Bidder is required to propose a transaction covering Lot 1 or (2) a group of Potential Bidders must have proposed a series of transactions for any combination of Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 that exceeds the Minimum Bid Value;
- includes a complete set of all disclosure schedules and exhibits applicable to the proposed transaction(s) thereto which, to the extent practicable, will be marked to show the specific changes to the disclosure schedules and exhibits to the Stalking Horse Purchase Agreement;
- does not contain any financing or due diligence contingencies to closing on the proposed transaction;
- does not contain any condition to closing of the transaction on the receipt of any third party approvals (excluding required Court approval); and
- provides that the offer of the Potential Bidder(s) is irrevocable through thirty (30) days after the entry of an Order approving the sale transaction and subject to the backup bidder provisions in the Bid Procedures.

23. Bidders must provide an executed escrow agreement in substantially the form posted to the Debtors' data site (or as may be modified with the consent of the Debtors) and a good faith deposit (the "Good Faith Deposit") in the form of a certified or bank check (or other form acceptable to the Debtors in their sole and absolute discretion) payable to the order of the

Debtors (or such other party as the Debtors may designate) in the amount of 10% of its designated purchase price.

24. Additionally, the bid must provide for an aggregate consideration of at least \$1.5 million greater than the Base Consideration (as defined in the Stalking Horse Purchase Agreement) (the “Minimum Bid Value”) and must identify each and every executory contract and unexpired lease that is to be assumed and assigned to the Potential Bidder pursuant to the proposed Alternative Transaction.

25. If one or more Qualified Bids are determined by the Debtors in their business judgment to be higher or better than the Stalking Horse Bidder’s Qualified Bid, the Debtors will conduct the Auction with respect to such Qualified Bids in order to determine, in the business judgment of the Debtors, the Successful Bid(s).

26. The Debtors propose that an Auction, if required, will commence at 9:30 a.m. (prevailing Central Time) on January 8, 2016, at the offices of Vinson & Elkins, L.L.P., 1001 Fannin Street, Suite 2500, Houston, Texas 77002 or at such later time or other place as determined by the Debtors, with consent of the Stalking Horse Bidder, or approved by Order of the Court, and of which the Debtors will notify all Qualified Bidders who have submitted Qualified Bids.

27. The Bid Procedures provide an appropriate framework for obtaining offers for Alternative Transactions (as defined in the Stalking Horse Purchase Agreement) and will enable the Debtors to review, analyze and compare all bids received to determine which bid represents the highest and best offer for the Assets. Therefore, the Debtors respectfully request that this

Court approve the Bid Procedures, including the setting of the date, time and location of any auction to be held pursuant to the Bid Procedures.

Transaction Notice and Assumption Notice

28. Bankruptcy Rule 2002(a) provides, in relevant part, that all creditors must be given at least 21 days' notice by mail of a proposed use, sale or lease of property of the estate other than in the ordinary course of business unless the Court for cause shortens the time or directs another method of giving notice. Further, Bankruptcy Rule 2002(c) sets forth that the content of such notices must include the time and place of any sale, the terms and conditions of such sale, and the time fixed for filing objections.

Transaction Notice

29. The Debtors propose to serve the notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures (the "Transaction Notice"), substantially in the form attached hereto as **Exhibit C**, to advise parties of, among other things, (i) the Bid Procedures, (ii) the Auction, (iii) the deadline to object to the sale and related transactions, (iv) the Sale Hearing, and (v) entry of the Bid Procedures Order.

30. The Debtors propose to serve the Transaction Notice within three (3) business days after the Court enters this Order, the Debtors will serve the Transaction Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, (ii) the parties identified on the Creditor Matrix filed in these Cases at the addresses set forth therein, (iii) the parties that have filed proofs of claim in these Cases at the addresses set forth in the respective proofs of claim, (iv) the counterparties to executory contracts and

unexpired leases to be assumed and assigned pursuant to the Transactions, (v) known holders of liens and security interests in the Debtors' assets, (vi) all known environmental and regulatory agencies having jurisdiction over any of the Debtors' assets, including the Environmental Protection Agency, (vii) all known taxing authorities having jurisdiction over any of the Debtors' assets, including the Internal Revenue Service, (viii) all parties who have filed a written request for notice in any of the Cases pursuant to Bankruptcy Rule 2002, and (ix) all other known parties who have expressed an interest in acquiring the Debtors' assets; and (b) the Court's electronic filing system on those parties receiving electronic notice by such system. The Debtors also propose to place a conspicuous copy of the Transaction Notice on Debtors' claim agent's main website at www.bmcgroup.com/RAAMGlobal. The Debtors assert that service of such Transaction Notice as proposed herein is proper, due, timely, good, and sufficient notice of, among other things, the entry of the Bid Procedures Order, the Bid Procedures, the Auction (if required under the Bid Procedures), the Sale Hearing, and the proposed Transaction, including, without limitation, the transferring of the Debtors right, title and interest in, to and under substantially all of their assets free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for an Alternative Transaction (if applicable), and the procedure for objecting thereto, and no other or further notice is necessary.

Approval of Assumption Notice

31. In accordance with Bankruptcy Rule 2002, the Debtors must provide notice of the (i) potential assumption and assignment of executory contracts and unexpired leases and rights thereunder, (ii) the maximum amount that the Debtors may pay to cure all defaults, if any, and to

pay all losses that have resulted from defaults, under executory contracts and unexpired leases and rights thereunder that the Debtors proposes to assume and assign (collectively, the “Cure Amounts”), and (iii) the deadline to file objections to such assumption and assignment, maximum Cure Amounts, the existence of any defaults, and/or adequate assurance of the future performance.

32. Thus, the Debtors proposes to serve the assumption notice in substantially the form attached hereto as **Exhibit D** (the “Assumption Notice”)³ which will contain a detailed list of the maximum Cure Amounts related to each executory contract and unexpired lease and information as to the party⁴ to whom such Cure Amounts will be paid. As a result of the complexities surrounding these varying types of Cure Amounts, the Debtors propose to (i) satisfy all valid and undisputed Cure Amounts as provided in the Assumption Notice, and/or (ii) establish a cash reserve to satisfy disputed Cure Amounts upon approval by the Court.

33. In combination with the Transaction Notice, the Assumption Notice (a) contains the type of information required under Bankruptcy Rule 2002 that is currently known to the Debtors, and (b) is reasonably calculated to provide due, adequate and timely notice to all interested parties of (i) the potential assumption and assignment of executory contracts and unexpired leases and rights thereunder, (ii) the maximum amount and manner offered to satisfy the Cure Amounts, (iii) the deadline and procedures for filing objections to such assumption and

³ The Assumption Notice is incorporated herein by reference for all purposes. The inclusion of any contract or lease in the Assumption Notice shall not be deemed to be an admission by the Debtors that such contract or lease is an “executory contract” or “unexpired lease” for purposes of § 365 of the Bankruptcy Code, and the Debtors reserves all rights in connection with same.

⁴ The counterparty (or counterparties) or some other third party (or third parties).

assignment, applicable Cure Amounts, and the existence of any defaults and/or adequate assurance of future performance, and (iv) the Sale Hearing.

34. The Debtors propose to serve the Assumption Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, and (ii) all counterparties to executory contracts and unexpired leases that may be assumed by the Debtors pursuant to Bankruptcy Code § 365 and that the Stalking Horse Bidder desires (or may desire) to be assigned by the Debtors (the “Desired 365 Contracts”); and (b) the Court’s electronic filing system on those parties receiving electronic notice by such system. The Debtors assert that service of such Assumption Notice as proposed is proper, due, timely, good, and sufficient notice of, among other things, the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, the Cure Amounts, the procedures for objecting thereto, the Sale Hearing, and no other or further notice is necessary.

Objections and Related Procedures

35. The Debtors requests that the procedures (substantially in the form below) be implemented with respect to the notices discussed herein and relief related thereto:

a. Objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with this Court and served upon the following parties in accordance with the Transaction Notice or the Assumption

Notice, as applicable, on or before 5:00 p.m., prevailing Central time, on January 11, 2016 (the “Objection Deadline”): (u) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry A. Perrin, First City Tower, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, (fax) 713.615.5016, hperrin@velaw.com, and Brad Foxman, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, (v) counsel for the Stalking Horse Bidder, (w) counsel for Second Lien Lenders, and (x) the United States Trustee’s Office at Office of the United States Trustee, Attn: Nancy Holley, 315 Rusk Avenue, Suite 3516, Houston, Texas 77002, Nancy.Holley@usdoj.gov, (collectively, the “Notice Parties”).

b. The Debtors are authorized to amend the Assumption Notice by amending Cure Amounts by sending a new or amended Assumption Notice at any time at least five (5) calendar days prior to the Closing; provided, however, that counterparties to any Desired 365 Contracts whose Cure Amounts are amended shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to such Cure Amount amendment. The Debtors are authorized to amend the Assumption Notice by adding or deleting Desired 365 Contracts at any time prior to the Closing; provided, however, that counterparties to any such added 365 Contracts shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to the assumption and assignment of their respective Desired 365 Contract and rights thereunder and the applicable Cure Amount.

c. Any Person (as defined in the Stalking Horse Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) shall be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors’ right, title and interest in, to and under the Debtors’ assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors’ right, title and interest in, to and under the Debtors’ assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

d. Any Person failing to timely file an objection to any Cure Amounts set forth in the Assumption Notice or the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts shall be forever barred from objecting to the Cure Amounts and from asserting a claim for any cure or other amounts (or asserting that any defaults exist under the Desired 365 Contract as of the date of assumption) against any of the Debtors, their estates, the Stalking Horse Bidder or any of their respective affiliates (or such other Person that agrees to purchase any of the Debtors' assets under any Alternative Transaction that is approved by the Court) with respect to its Desired 365 Contract arising prior to assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contract and will be deemed to consent to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts as provided by such Transaction or Alternative Transaction.

e. Where a counterparty to a Desired 365 Contract files a timely objection asserting a higher cure amount than the maximum Cure Amount set forth in the Assumption Notice and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be heard at the Sale Hearing.

f. If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person shall file and serve a notice with all supporting documentation (a "Rights Notice") so that the Rights Notice is actually received by the Notice Parties on or before the Objection Deadline. Each Rights Notice must identify the properties or rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice shall not require an exercise of the underlying right asserted and any such right asserted shall be subject to the terms and conditions of the Stalking Horse Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

g. Any Person failing to timely file and serve a Rights Notice shall be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

h. If any Person timely files and serves a Rights Notice in accordance with this Order, the Debtors shall have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights Notice, any rights asserted shall be deemed to be disputed and the Debtors shall be entitled to assert a bona fide dispute exists as to such rights asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

36. The Debtors respectfully request that this Court approve the foregoing notice and objection procedures.

Expense Reimbursement

37. Pursuant to the Stalking Horse Purchase Agreement, the Debtors have agreed to pay to Stalking Horse Bidder the Expense Reimbursement. The "Expense Reimbursement"

constitutes an amount, equal to the out-of-pocket costs, fees, and expenses of Stalking Horse Bidder and its Affiliates (including expenses of legal counsel, financial advisory and investment bankers, accounting advisors, and other outside consultants) related to the formation of Stalking Horse Bidder, regulatory charges, negotiating the Stalking Horse Purchase Agreement and other ancillary documents, and conducting diligence on the Debtors and their assets, in each case, to the extent any such costs, fees, and expenses are not otherwise paid or reimbursed by the Debtors under any debtor-in-possession financing agreement or order authorizing the use of cash collateral (if and as applicable), which amount, upon entry of the Bid Procedures Order, will constitute a super priority administrative expense of the Debtors under Section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of any kind, including those specified in Sections 503(b) or 507(b) of the Bankruptcy Code. If the Stalking Horse Purchase Agreement is terminated as a result of an Alternative Transaction, and Stalking Horse Bidder has not breached any of its representations or warranties or failed to perform or comply with any of its covenants or agreements contained in the Stalking Horse Purchase Agreement, the Debtors have agreed, subject to the entry of the Bid Procedures Order, to pay to Stalking Horse Bidder the Expense Reimbursement as promptly as reasonably practicable after such termination, but in no event later than the date of the consummation of the Alternative Transaction or within three (3) Business Days thereafter. The Debtors have also agreed that if they fail to pay any Expense Reimbursement within the time period specified in the Stalking Horse Purchase Agreement, the Debtors will pay the costs and expenses (including reasonable legal fees and expenses) incurred by Stalking Horse Bidder in connection with any proceeding taken to collect payment of such amounts, together with interest.

38. Therefore, the Debtors request this Court to approve the Expense Reimbursement to the extent that it is owed under the Stalking Horse Purchase Agreement.

Sale of Assets Free and Clear of Interests

39. The Debtors have determined in their sound business judgment that the Transaction, or any Alternative Transaction in the event the Stalking Horse Bidder is not the Successful Bidder, is in the best interest of their estates. Therefore, the Debtors hereby request this Court to approve the sale (or sales) of their assets to the Stalking Horse Bidder or any Successful Bidder, as the case may be, free and clear of claims, liens, encumbrances and other interests.

Good Faith Sale

40. The sale and related transactions contemplated by the Stalking Horse Purchase Agreement were the result of an arm's length, good faith negotiations between the Debtors and the Stalking Horse Bidder. Likewise, the Debtors submit that any Successful Bidder (if not the Stalking Horse Bidder) will have participated in a good faith manner in the auction in accordance with the Bid Procedures. Therefore, the Debtors request that this Court find that the Stalking Horse Bidder or Successful Bidder (if not the Stalking Horse Bidder) are good faith purchasers entitled to the full protections afforded pursuant to § 363(m) of the Bankruptcy Code.

Assumption and Assignment of Executory Contracts and Unexpired Leases

41. Pursuant to § 365 of the Bankruptcy Code (and as more fully discussed below) the Debtors request this Court's approval of the assumption and assignment of executory contracts and unexpired leases to the successful purchaser as designated in any applicable purchase agreement.

Waiver of 14-Day Stay

42. Because time is of the essence in regard to the transactions contemplated herein, the Debtors request this Court waive the 14-day stay provided in Bankruptcy Rules 6004(a) and 6006(d) for both orders requested herein.

ARGUMENTS AND AUTHORITIES

Sale of Properties Free and Clear of Interests

43. Pursuant to Bankruptcy Code § 105(a), a bankruptcy court “may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” *See* 11 U.S.C. § 105(a). Bankruptcy Code § 363(b)(1) provides, “The 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).

44. The proposed use, sale or lease of property of the estate may be approved under Bankruptcy Code § 363(b) if it is supported by sound business justification. *See e.g. Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc. (In re Continental Air Lines)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *see also In re Crutcher Resources Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) (“A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale.”); *In re Terrace Gardens Park Partnership*, 96 B.R. 707, 714 (Bankr.W.D.Tex. 1989). In reviewing a proposed sale of assets, a bankruptcy court should give

deference to the business judgment of a debtor in possession when it deems the sale to be appropriate. *See Esposito v. Title Ins. Co. (In re Fernwood Mkts.)*, 73 B.R. 616, 621 n.2 (Bankr. E.D. Pa. 1987).

45. The Debtors have determined in the sound exercise of its business judgment that consummation of the Transaction (or any Alternative Transaction in the event the Stalking Horse Bidder is not the Successful Bidder for all or part of the Assets) is in the best interest of their estates and creditors. After evaluating various alternatives and a thorough pre-Petition Date marketing process, the Debtors have concluded that the Transaction (or any Alternative Transaction in the event the Stalking Horse Bidder is not the Successful Bidder for all or part of their assets) will maximize the value of their estates and will be in the best interests of their creditors. The Debtors believe that the Stalking Horse Bidder's proposed purchase price is reasonable and satisfactory per the terms of the Stalking Horse Purchase Agreement.

46. Pursuant to Bankruptcy Code § 363(f), a debtor may sell property free and clear of all claims, encumbrances, liens, and other interests if (i) applicable nonbankruptcy law permits the sale of such property free and clear of such interest; (ii) the lienholder or claimholder consents; (iii) 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; (iv) such interest is a bona fide dispute; or (v) the lienholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. *See* 11 U.S.C. § 363(f). These five conditions are written in the disjunctive, permitting the sale of estate assets upon the satisfaction of any one of the five conditions, including consent of the lienholders. *See Pelican Homestead v. Wooten (In re Gabel)* 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (stating that a trustee may sell property of the estate

for purposes other than in the ordinary course of business free and clear of all existing liens and encumbrances provided that any one of the conditions of § 363(f) are met); *In re Taxi Holders, Inc.*, 307 B.R. 525, 528-29 (Bankr. E.D. Va. 2004).

47. Furthermore, it is well established that a bankruptcy court has the power, pursuant to § 363(f) of the Bankruptcy Code, to approve the sale of a debtor's assets free and clear of any claims against the debtor. *In re TWA, Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (holding that successor liability claims are “interests in property” within the meaning of §363(f)); *United Mine Workers of Am. Benefit Plan v. Leckie Smokeless Coal Co. (In re Leckie Smokeless Coal Co.)*, 99 F.3d 573 (4th Cir. 1996) (same).

48. At the Sale Hearing, the Debtors will demonstrate that at least one of the five conditions of Bankruptcy Code § 363(f) is satisfied with respect to any other interest asserted by any other party in the assets to be sold.

49. Having exercised sound business judgment in determining to sell their assets, in whole or in part, to the Stalking Horse Bidder or the Successful Bidder, free and clear of all claims (other than certain assumed obligations), encumbrances, liens (other than permitted liens), and interests, as set forth in the Stalking Horse Purchase Agreement or definitive agreement for any Alternative Transaction (as applicable), should be approved.

Good Faith Sale

50. Bankruptcy Code § 363(m) states, in relevant part:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

51. The Stalking Horse Purchase Agreement is the result of an arm's length, good faith negotiation between the Debtors and the Stalking Horse Bidder. The Debtors and the Stalking Horse Bidder have retained legal counsel, conducted due diligence, and have negotiated and agreed upon the terms of the Stalking Horse Purchase Agreement. The Debtors believe the Stalking Horse Bidder is a "good faith" purchaser within the meaning of Bankruptcy Code § 363(m). Further, to the Debtors' knowledge, no party has engaged in any conduct that would cause or permit the Stalking Horse Purchase Agreement to be set aside under § 363(n) of the Bankruptcy Code.

52. The Debtors also submit that any Successful Bidder (if not the Stalking Horse Bidder), will be a "good faith" purchaser within the meaning of Bankruptcy Code § 363(m) as such Successful Bidder will have participated in the auction in accordance with the Bid Procedures. Accordingly, the Debtors request findings and protections pursuant to Bankruptcy Code § 363(m).

Assumption and Assignment of Executory Contracts and Unexpired Leases

53. Pursuant to Bankruptcy Code § 365, the Debtors requests authority to assume the Desired 365 Contracts and to assign the Debtors' right, title and interest in, to and under those contracts and leases and rights thereunder (including, without limitation, the right to act as operator under any joint operating agreements assumed and assigned) to the Stalking Horse Bidder or any Successful Bidder, subject to, and at the time of, the closing of the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction.

54. Bankruptcy Code § 365(f)(2) provides:

The trustee may assign an executory contract or unexpired lease of the debtor only if—

- (A) the trustee assumes such contract or lease in accordance with the provisions of this section; and
- (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2).

55. Bankruptcy Code § 365(a) authorizes a trustee to “assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Although Bankruptcy Code § 365 does not set forth standards for courts to apply in determining whether to approve a debtor’s decision to assume an executory contract or unexpired lease, it is well-established that the decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. *See In re Taylor*, 913 F.2d 102, 107 (3rd Cir. 1990); *Sharon Steel Corn. v. Nat’l Fuel Gas Distrib. Corn.*, 872 F.2d 36, 39 (3rd Cir. 1989). Accordingly, assumption or rejection of any executory contract is appropriate where the assumption or rejection would benefit the estate. *Sharon Steel*, 872 F.2d at 40; *see also In re FCX, Inc.*, 60 B.R. 405, 411 (Bankr. E.D.N.Y. 1986).

56. Pursuant to Bankruptcy Code § 365(b)(1), a debtor must cure, or provide adequate assurance that it will promptly cure, certain defaults prior to the assumption and/or assignment of executory contracts or unexpired leases. 11 U.S.C. § 365(b)(1). Bankruptcy Code § 365(b)(1) provides, in relevant part:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default. . . ;
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

57. The Stalking Horse Bidder has indicated that it may desire to acquire the benefit of certain executory contracts and unexpired leases and rights thereunder to be determined prior to the closing of the Stalking Horse Purchase Agreement. Subject to the increase of the consideration to be paid for Cure Amounts as provided in the Stalking Horse Purchase Agreement, the Debtors agree to satisfy any requirements regarding cure, including the payment of Cure Amounts owed to third parties, that may be imposed under Bankruptcy Code § 365(b) or applicable state law in connection with the proposed assumption and assignment of any Desired 365 Contract. The payment of any Cure Amounts, as directed by the Court, will be in full and final satisfaction of all obligations to cure defaults and will compensate the respective counterparties to the Desired 365 Contracts for any pecuniary losses under such contracts or leases pursuant to Bankruptcy Code § 365(b)(1).

58. On the closing date of the Transaction (or any Alternative Transaction, as applicable), or as soon thereafter as practicable, the Debtors will (i) pay from proceeds of any sale, in whole or in part, of the Assets to each of the counterparties to the Desired 365 Contracts

assumed and assigned as part of such sale for which there is not a dispute as to Cure Amounts, or such other party as is necessary to cure defaults, the Cure Amounts related to the Desired 365 Contracts, and (ii) shall reserve such funds necessary to satisfy Cure Amounts for Desired 365 Contracts for which the Cure Amounts are disputed, unless otherwise ordered by the Court, and such Cure Amounts shall be paid upon separate final order of the Court. With respect to Desired 365 Contracts for which the Cure Amounts are disputed, the Debtors will establish a cash reserve of funds from the proceeds of the Transaction (or any Alternative Transaction, as applicable) that is equal to the asserted amount of the Cure Amounts, unless otherwise ordered by the Court, in order to provide adequate assurance that the Debtors will cure defaults and compensate counterparties for any actual pecuniary loss resulting from such default.

59. The Stalking Horse Bidder and/or Successful Bidder is responsible for providing evidence of “adequate assurance of future performance” to the extent required in connection with the assumption and assignment of any Desired 365 Contract. The meaning of “adequate assurance of future performance” for the purpose of the assumption of executory contracts and unexpired leases pursuant to Bankruptcy Code § 365 depends on the facts and circumstances of each case, but should be given “practical, pragmatic construction.” See *Carlisle Homes, Inc. v. Arrar (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); see also *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean an absolute assurance that the debtor will thrive or pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. III. 1985). If necessary, the Stalking Horse Bidder or Successful Bidder will demonstrate that the Stalking Horse Bidder or other Successful

Bidder has the financial ability to perform under the Desired 365 Contracts at the hearing to approve this Sale Motion.

Expense Reimbursement

60. The Debtors are also requesting approval of the Expense Reimbursement to be paid to the Stalking Horse Bidder upon the occurrence of certain “triggering events” typical and customary for transactions of this kind, including, among other things, consummation of a competing transaction and failure to have a final Sale Order or otherwise consummate the Sale within the agreed timeframe.

61. Bankruptcy courts in the Fifth Circuit analyze the appropriateness of bidding incentives such as the Expense Reimbursement under the “business judgment rule” standard, and is it well established in this district that courts consider whether (a) the relationship of the parties who negotiated the incentive tainted by self-dealing or manipulation, (b) the incentive hampers, rather than encourages, bidding and (c) the amount of the incentive is unreasonable relative to the proposed purchase price. *See In re ASARCO, L.L.C.*, 650 F.3d 593 (5th Cir. 2011) (affirming bankruptcy court’s decision to apply the business judgment rule to evaluate whether an expense reimbursement bid protection was permissible); *see also In re ASARCO LLC*, 441 B.R. 813, 826 (S.D. Tex. 2010) (explaining three-part test used to determine whether expense reimbursement was permissible under business judgment rule); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 657-58 (S.D.N.Y.1992) (to evaluate bid protections, courts should employ the business judgment rule, which proscribes judicial second-guessing of the corporate debtor’s actions taken in good faith, absent self-dealing

and in the exercise of honest judgment). The Debtors submit that the Expense Reimbursement pass muster under each of the three foregoing factors.

62. First, the Expense Reimbursement are the product of good faith, arm's-length negotiations between several parties, including the Debtors who were acting not in their own self-interest but, rather, in the interest of the bankruptcy estates consistent with their fiduciaries duties. Further, the Stalking Horse Purchase Agreement provisions relating to the Expense Reimbursement (as well as the other Stalking Horse Purchase Agreement provisions) were scrutinized by the Debtors' professionals, reviewed and vetted with outside advisors through the marketing process and approved by the Debtors' board of directors.

63. Second, the Debtors believe, based on their reasoned business judgment, that the presence of the Expense Reimbursement enhances their ability to maximize value without chilling bidding. The Expense Reimbursement was a material inducement for, and a condition of, the Stalking Horse Bidder's agreement to enter into the Stalking Horse Purchase Agreement. Indeed, granting the Expense Reimbursement convinced the Stalking Horse Bidder to enter into the Stalking Horse Purchase Agreement, which assures the Debtors of a Sale to a contractually-committed bidder at a price they believe is fair and reasonable and provides the upside opportunity that the Debtors could potentially receive a higher or otherwise better offer at the Auction which, absent such a bid floor, might otherwise never have been realized. *See In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (finding bidding incentives "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking.").

64. Third, the Debtors believe, based on their reasoned business judgment, that the Expense Reimbursement is reasonable and appropriate relative to the size, nature and complexity of this transaction and the commitments made and resources expended by the Stalking Horse Bidder in connection therewith in view of:

- the meaningful floor established by the Stalking Horse Purchase Agreement for competitive bidding;
- the substantial benefits already received by the Debtors and their estates from having a stalking horse bid serve as a catalyst for other potential or actual bidders to confirm that the Debtors receive the highest and best offer by subjecting the Sale to an open auction and competitive bidding;
- the need of the Debtors to move forward with a transaction with a high likelihood of closure assured by a contractually committed party at a fair and reasonable price consistent with the timeline of these chapter 11 cases;
- the extensive due diligence, analysis and negotiations undertaken by the Stalking Horse Bidder in connection with the Sale; and
- the risks borne by the Stalking Horse Bidder for being the stalking horse in this transaction and any opportunity costs incurred as a result thereof.

65. The Debtors further believe, and are advised, that the amount of the Expense Reimbursement is comparable to market and bid protections approved by bankruptcy courts considering similar transactions. *See, e.g., In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. Sept. 1, 2015) (approving expense reimbursement of up to \$1,000,000 as a bid protection in connection with a credit bid by a stalking horse bidder); *In re GMX Resources Inc.*, Case No. 13-11456 (SAH) (Bankr. W.D. Ok. June 11, 2013) (approving an uncapped expense reimbursement as a bid protection in connection with a credit bid by a stalking horse bidder); *In re Ormet Corp.*, Case No. 13-10334 (MFW) (Bankr. D. Del. Mar. 21, 2013)

(approving expense reimbursement of up to \$1,000,000 as a bid protection in connection with a credit bid by a stalking horse bidder); *In re Friendly Ice Cream Corp.*, Case No. 11-13167 (KG) (Bankr. D. Del. Nov. 3, 2011) (same); *In re Universal Building Products, Inc.*, Case No. 10-12453 (MFW) (Bankr. D. Del. Aug. 27, 2010) (approving expense reimbursement of up to \$850,000 as a bid protection in connection with a credit bid by a stalking horse bidder).

66. Accordingly, the Debtors submit that the Expense Reimbursement reflects a sound business purpose, is fair and appropriate under the circumstances and, because the standard used by courts in this district in approving similar protections has been satisfied here, the Debtors respectfully submit that the Expense Reimbursement should be approved.

PRAYER

The Debtors respectfully request that this Court enter an Order or Orders (a) authorizing the sale of the Debtors' assets to the Stalking Horse Bidder or the Successful Bidder free and clear of all claims, encumbrances, liens, and interests (other than as set forth in the Stalking Horse Purchase Agreement or other definitive agreement to effectuate any Alternative Transaction), (b) authorizing the assumption and assignment of executory contracts and unexpired leases, (c) approving the Bid Procedures, including, without limitation, setting of the date, time and place of the auction, if any, to be held in conjunction with the Transaction, (d) approving the Stalking Horse Purchase Agreement and the Expense Reimbursement, (e) approving the form of notices and the notice and objection procedures for the Transactions contemplated in the Motion, (f) setting a date for the hearing to approve the Transactions contemplated in the Motion and (g) such other relief as the Debtors may show themselves entitled to receive.

Dated: November 6, 2015

Respectfully submitted,

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**PROPOSED ATTORNEYS FOR THE
DEBTORS**

CERTIFICATE OF SERVICE

I certify that on November 6, 2015, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Bradley R. Foxman _____

One of Counsel

ASSET PURCHASE AND SALE AGREEMENT

BETWEEN

**CENTURY EXPLORATION HOUSTON, LLC,
CENTURY EXPLORATION NEW ORLEANS, LLC,
CENTURY EXPLORATION RESOURCES, LLC,**

AND

**RAAM GLOBAL ENERGY COMPANY,
collectively, as Seller,**

AND

**HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN FUND III, L.P.,
HIGHBRIDGE SPECIALTY LOAN SECTOR A INVESTMENT FUND, L.P.,
HIGHBRIDGE SPECIALTY LOAN INSTITUTIONAL HOLDINGS LIMITED,
HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN INSTITUTIONAL FUND
III, L.P.,**

**HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN VG FUND, L.P.,
HIGHBRIDGE PRINCIPAL STRATEGIES - NDT SENIOR LOAN FUND, L.P.,
HIGHBRIDGE PRINCIPAL STRATEGIES - JADE REAL ASSETS FUND, L.P.,
HIGHBRIDGE AIGUILLES ROUGES SECTOR A INVESTMENT FUND, L.P.,**

LINCOLN INVESTMENT SOLUTIONS, INC.,

AND

**AMERICAN UNITED LIFE INSURANCE COMPANY,
collectively, as Buyer**

November 6, 2015

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (“Agreement”) is executed as of this 6th day of November, 2015 (the “Execution Date”), by CENTURY EXPLORATION HOUSTON, LLC, a Delaware limited liability company, CENTURY EXPLORATION NEW ORLEANS, LLC, a Delaware limited liability company, CENTURY EXPLORATION RESOURCES, LLC, a Delaware limited liability company and RAAM GLOBAL ENERGY COMPANY, a Delaware corporation (collectively, “Seller”), and HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN FUND III, L.P., HIGHBRIDGE SPECIALTY LOAN SECTOR A INVESTMENT FUND, L.P., HIGHBRIDGE SPECIALTY LOAN INSTITUTIONAL HOLDINGS LIMITED, HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN INSTITUTIONAL FUND III, L.P., HIGHBRIDGE PRINCIPAL STRATEGIES - SPECIALTY LOAN VG FUND, L.P., HIGHBRIDGE PRINCIPAL STRATEGIES - NDT SENIOR LOAN FUND, L.P., HIGHBRIDGE PRINCIPAL STRATEGIES - JADE REAL ASSETS FUND, L.P., HIGHBRIDGE AIGUILLES ROUGES SECTOR A INVESTMENT FUND, L.P., LINCOLN INVESTMENT SOLUTIONS, INC., and AMERICAN UNITED LIFE INSURANCE COMPANY (each individually, a “Buyer Party”, and collectively, “Buyer”). Seller and Buyer may also be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, Seller is the owner of record of certain interests in oil and gas leases, oil and gas wells, and other properties located in the Gulf of Mexico and in Texas, Louisiana, California, Oklahoma, Nebraska, and New Mexico;

WHEREAS, Seller desires to sell and convey, and Buyer desires to purchase and pay for, all of Seller’s rights, titles, and interests in and to the oil and gas leases, oil and gas wells, and other properties of Seller as further described herein;

WHEREAS, on October 26, 2015 (the “Petition Date”), Seller commenced the Bankruptcy Case;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the oil and gas leases, oil and gas wells, and other properties of Seller described herein pursuant to Sections 105, 363, and 365 of the Bankruptcy Code;

WHEREAS, Seller’s ability to consummate the transactions contemplated by this Agreement is subject to, among other things, entry of the Sale Order by the Bankruptcy Court; and

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

ARTICLE I **DEFINITIONS AND INTERPRETATION**

In addition to the terms defined in the preamble paragraph of this Agreement, for purposes hereof, the capitalized expressions and terms set forth in Part 1 of Schedule 1.1 shall have the meanings set forth therein, unless expressly indicated otherwise. Other terms may be defined

elsewhere in this Agreement and shall, for purposes hereof, have the meanings so specified, unless expressly indicated otherwise. Certain rules of interpretation applicable to this Agreement are set forth in Part 2 of Schedule 1.1.

ARTICLE II
PURCHASE AND SALE; ASSUMPTION AND RETENTION OF LIABILITIES

2.1. Purchase and Sale. Subject to the terms hereof, Seller agrees to sell, transfer, assign, convey, and deliver to Buyer or Buyer's Designated Entity (on behalf of Buyer, if requested by Buyer in writing prior to Closing), and Buyer agrees to purchase from Seller, free and clear of any and all Encumbrances (other than Permitted Encumbrances), subject to the exception and reservation of the Excluded Assets in Section 2.2, the following properties, rights, and other assets (collectively, the "Assets"):

(a) all of Seller's right, title and interest in, to, under, or derived from the oil and gas leases described more particularly on Exhibit A-1, as such Exhibit may be amended in accordance with Section 6.9(a) (collectively, the "Developed Leases"), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests, and other interests of every kind and character in, to, under, or derived from such oil and gas leases and such fee mineral interests, as to all lands and depths covered thereby;

(b) all of Seller's right, title, and interest, as derived from Seller's ownership in and to the Leases and the lands covered thereby, in, to, and under (i) the pooling, unitization, or communitization declarations, designations, agreements, orders of a Governmental Authority, or other documents, agreements, or evidence of governmental action pursuant to which any Unit that includes all or a portion of a Lease or the lands covered thereby (collectively, the "Subject Units"), (ii) all Subject Units created thereby, and (iii) the oil and gas leases and lands included in the Subject Units with which any of the Leases or the lands covered thereby may have been pooled, unitized, or communitized;

(c) all of Seller's right, title and interest in and to the wells located on the Leases or on the lands included within the Subject Units (collectively, the "Wells"), including those described more particularly on Exhibit A-2;

(d) all of Seller's right, title, and interest in, to, under, or derived from the oil and gas leases described more particularly on Exhibit B, as such Exhibit may be amended in accordance with Section 6.9(a) (collectively, the "Undeveloped Leases"), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests, and other interests of every kind and character in, to, under, or derived from such oil and gas leases and such fee mineral interests as to all lands and depths covered thereby;

(e) all of Seller's right, title, and interest in and to all equipment, machinery, platforms, fixtures, inventory, improvements, and other personal property related to the Leases and/or the Wells, whether or not located on the lands covered by the Leases or on other leases or lands included in Units created with respect to the Leases or the lands covered thereby (including the

Subject Units), to the extent attributable to the interests of Seller described in clauses (a), (b), (c) and (d) of this Section 2.1, including: water wells; saltwater disposal wells and facilities (including those saltwater disposal wells listed on Exhibit A-2); injection wells and facilities; well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment, and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; water lines; gas lines; water systems (for treatment, disposal, and injection); the platforms and facilities listed on Exhibit C; and any and all additions or accessions to, substitutions for, and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories located on, used or held for use, or held as inventory in connection with any of the foregoing (collectively, the “Personal Property”);

(f) all of Seller’s right, title, and interest in and to (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products, and other liquid or gaseous hydrocarbons, the right to explore for which, or an interest in which, is granted pursuant to the Leases or the other interests described in this Section 2.1, that are produced from or allocable to interests of Seller described in clauses (a), (b), (c), (d) and (e) of this Section 2.1 during or attributable to any periods of time prior to, at and after the Closing Date (all of the hydrocarbons, minerals, and other substances referred to in this clause (f) being referred to herein as “Hydrocarbons”), and (ii) all proceeds from the sale of any of such Hydrocarbons;

(g) (i) all of Seller’s right, title and interest in and to the tracts of land described more particularly on Exhibit D-1, including all equipment, machinery, fixtures, inventory, structures, improvements, and other personal property located thereon (the “Fee Surface Tracts”), and (ii) all of Seller’s right, title, and interest in and to the surface leases, easements, rights-of-way, servitudes, and similar rights and interests described more particularly on Exhibit D-2 (together with the Fee Surface Tracts, the “Real Property Interests”);

(h) all of Seller’s right, title, and interest in and to all fees, rentals, proceeds (including condemnation proceeds and proceeds resulting from non-core asset sales (if any) permitted hereunder that are made by Seller during the Bankruptcy Case), Claims (including all Claims arising in contract, in tort, or by operation of Law, whether asserted or unasserted, and including, for the avoidance of doubt, those certain Claims related to the cement job on the SL 21543 #1 well on Seller’s Pegasus prospect), refunds (including any loss carry-forwards with respect to any taxes to the extent transferable), causes of action, rights of recovery, recoveries from third Persons, rights of indemnity, rights of insurance, any surety bond, audit rights (including amounts due or payable to Seller as refunds, adjustments or settlements pertaining thereto), trade credits, accounts receivable, note receivables, settlement, deposits, cash, checks in process of collection, cash equivalents, funds and other payments, revenues, escrow accounts and escrow holdback (including those attributable to plugging and abandonment under any surety bonds and those related to Seller’s prior sale of assets), rights to the return or use of deposits and retainers (subject to Section 2.2(j)), and other rights and economic benefits of every kind and character accruing or payable to Seller as the owner of the Assets that, in each case, are attributable to any period of time prior to, at and after the Closing Date;

(i) subject to Section 6.9, all of Seller’s right, title, and interest in and to those Contracts that cover, are appurtenant to, or otherwise affect any of the Assets, including agreements

related to surface rights, sales and purchase contracts, operating agreements, exploration agreements, joint development agreements, joint venture agreements, plugging and abandonment agreements, seismic agreements, licenses, balancing agreements, farmout agreements, transportation, processing, treatment, and gathering agreements, equipment leases, and other contracts, agreements, and instruments, that, in each case, are listed on Exhibit E, as such Exhibit may be amended in accordance with this Agreement (collectively, the “Assigned Contracts”);

(j) all of Seller’s right, title, and interest in and to all Permits;

(k) all of Seller’s right, title, and interest in and to all intangible rights, inchoate rights, rights under warranties and indemnities made by prior owners, manufacturers, vendors, and third Persons, and rights accruing under applicable statutes of limitation or prescription, insofar only as the foregoing rights and interests relate or are attributable to any of the other Assets or Assumed Obligations, pertain to Claims arising out of or resulting from acts, omissions, or events occurring at and after the Closing Date, and do not constitute Excluded Assets, but including all Claims of Seller (if any) against other Persons pertaining to Imbalances in existence as of the Closing Date (collectively, “Intangible Rights”);

(l) all of Seller’s right, title, and interest in and to all conventional and three-dimensional seismic data owned or licensed by Seller, including original field tapes, covering the lands on which the Leases are located, and all merged, processed, and reprocessed versions and proprietary interpretations thereof (including those surveys listed on Exhibit F) (the “Specified Seismic Data”);

(m) all of Seller’s right, title, and interest in and to all logs, cores, geological, reserve engineering, and other scientific and technical information, samples, tests, reports, maps, and data that are owned or licensed by Seller, relate to any of the other Assets, and are not part of the Specified Seismic Data (the “Non-Geophysical Data”);

(n) all of Seller’s right, title, and interest in and to all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions, and title curative; lease, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, regulatory compliance, and facility and well records and files; prospect files; supplier lists and files; customer lists and files; and reports to Governmental Authorities), databases, data, and other information (in each case, whether in written or electronic format) that relate to any of the Assets and are in the possession of Seller (collectively, the “Records”);

(o) all of Seller’s right, title and interest in and to the Woodlands Office Building, and all of Seller’s communications or computer hardware, networks, systems, printers, routers, and other computer equipment and all proprietary computer software located in the Woodlands Office Building (collectively, the “Transferred Office Assets”);

(p) the Purchased Equity;

(q) all of Seller’s right, title and interest in and to any prospect portfolios (whether encumbered or unencumbered under the Credit Agreement);

(r) all of Seller's right, title, and interest in and to (i) any and all rights to use Seller's name, logo, marks, trade dress or insignia, or to use the name of any Affiliate of Seller (subject to Section 6.16); (ii) all of Seller's communications or computer hardware, networks, systems, printers, routers, and other computer equipment and all proprietary or licensed computer software; (iii) all of Seller's intellectual property, including patents, trade secrets, copyrights, and trademarks; and (iv) all of Seller's economic analyses and pricing forecasts relating to any of the Assets;

(s) any of Seller's rights, claims and causes of action under the Bankruptcy Code and any Avoidance Actions, in each case, solely to the extent related to any Assigned Contracts;

(t) all of Seller's right, title, and interest in and to all futures, options, swaps, or other derivatives with respect to the sale of Hydrocarbons from the Assets that are described on Schedule 2.1(t); and

(u) all other interests, rights, property, and assets of Seller of every kind and character not otherwise specifically included in the definition of Excluded Assets.

The Assets will be conveyed to Buyer or Buyer's Designated Entity (if requested by Buyer in writing prior to Closing) at the Closing pursuant to the execution and delivery of the Conveyances subject to the terms and conditions of this Agreement. From and after the Closing, the Conveyances, and the assumption by Buyer of the Assumed Obligations (the obligations of which, for the avoidance of doubt, may be assigned by Buyer to Buyer's Designated Entity concurrently with Closing, as more particularly described in Section 10.3), in each case shall be deemed to be effective as of the Closing Date.

2.2. Excluded Assets. Seller excepts, reserves, and retains to itself the following properties and assets (collectively, the "Excluded Assets"):

(a) all financial, legal (other than title opinions), and tax records of Seller, but excluding all financial and tax records that are directly related to the ownership and operation of the Assets or the Assumed Obligations;

(b) all Claims of Seller for refunds of or any loss carry-forwards with respect to any taxes relating to any Retained Obligation;

(c) any of Seller's rights, claims and causes of action under the Bankruptcy Code and any Avoidance Actions, but excluding those rights, claims and causes of action described in Section 2.1(s);

(d) all Excluded Leases;

(e) all Excluded Contracts and any other Contracts that are not Assigned Contracts;

(f) any shares of capital stock or other equity interest of Seller, or any securities convertible into, exchangeable, or exercisable for shares of capital stock or other equity interest of Seller, in each case, (i) including any stock certificates and/or membership interest certificates of Seller relating thereto, and (ii) excluding the Purchased Equity;

(g) all minute books, stock ledgers, corporate seals, and other records relating, in any way, to the items described in Section 2.2(f);

(h) all Permits and pending applications therefor to the extent related solely to any other Excluded Asset or any Retained Obligation;

(i) any rights, Claims, or causes of action of Seller under this Agreement or any other Transaction Document;

(j) all rights to the use of deposits and retainers to the extent held and applied by Seller's professionals on or before sixty (60) days after the earlier to occur of (i) the effective date of a plan of reorganization or liquidation, (ii) the conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code, or (iii) the dismissal of the Bankruptcy Case by the Bankruptcy Court;

(k) **[Intentionally omitted];**

(l) any of Seller's rights and interests in those Assets described in Sections 2.1(h), 2.1(j), 2.1(k), 2.1(l), 2.1(m), 2.1(n), 2.1(r), 2.1(t), and 2.1(u) to the extent that, as of the Closing Date, the transfer of such Assets is prohibited or otherwise restricted contractually, in each case, subject to Seller's obligations in Section 2.12; and

(m) all of Seller's right, title and interest in and to those certain interests, rights, properties, and assets more particularly described on Schedule 2.2(m) (the "Scheduled Exclusions").

2.3. Consideration.

(a) The base consideration to be paid by Buyer to Seller with respect to the sale to Buyer or Buyer's Designated Entity (as applicable) of the Assets shall consist of the following (collectively, the "Base Consideration"): (i) a credit bid and equivalent release of Seller and any guarantors (and their respective successors and assigns) from any and all Claims arising under, or otherwise relating to, the Credit Agreement, in an amount equal to \$58,800,000.00 (the "Credit Bid and Release"); (ii) the assumption of the Assumed Obligations; and (iii) cash in an amount equal to \$2,500,000 (the "Cash Portion of the Base Consideration"). Notwithstanding anything to the contrary herein, upon the Closing, Buyer releases the Cash Portion of the Base Consideration from any and all claims or Encumbrances Buyer has thereto under the Credit Agreement or otherwise, and Buyer shall have no recourse thereto. The Cash Portion of the Base Consideration shall constitute a "sale carve out" under any cash collateral or debtor in possession financing order approved by the Bankruptcy Court. The Base Consideration, subject to the adjustments made as provided in Section 2.3(b) and Section 2.3(c), is referred to herein as the "Adjusted Consideration" and (to the extent applicable) shall be payable in currency of the United States at the Closing in accordance with Section 2.7 and 2.8.

(b) The Base Consideration shall be adjusted upward by the following:

(i) any and all Cure Costs paid by Seller pursuant to Section 6.9(a); and

(ii) any other amount provided for elsewhere in this Agreement or otherwise agreed upon by Seller and Buyer in writing as being an increase to the Base Consideration.

(c) The Base Consideration shall be adjusted downward by:

(i) any proceeds attributable to the sale of Hydrocarbons that are received by Seller any time from and after the Closing Date; and

(ii) any other amount provided for elsewhere in this Agreement or otherwise agreed upon by Seller and Buyer in writing as being a reduction in the Base Consideration.

(d) All adjustments to the Base Consideration provided for in Section 2.3(b) and Section 2.3(c) shall be determined without duplication (including with respect to any Excluded Assets).

2.4. Assumed Obligations. Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed and agreed to pay, perform, and discharge the following duties, obligations, responsibilities, and liabilities (collectively, the “Assumed Obligations”):

(a) all of Seller’s liabilities under the Assigned Contracts, whether such Liabilities arise prior to, at, or after the Closing Date;

(b) all duties, obligations, and liabilities arising out of the ownership or operation of the Assets (excluding, however, the Assigned Contracts, which are covered in Section 2.4(a)), to the extent such duties, obligations, and liabilities arise after the Closing Date (excluding, for the avoidance of doubt, all tax-related obligations and liabilities pertaining to the Excluded Assets);

(c) all obligations and liabilities of Seller regarding the plugging and abandonment of all Wells and Personal Property, and the performance of all related salvage, site clearance, and surface restoration operations in accordance with applicable Law, the terms of the Leases (to the extent applicable), and the terms of the applicable Permits and Assigned Contracts;

(d) ALL CLAIMS AND LOSSES (INCLUDING CLAIMS AND LOSSES FOR INJURY TO OR DEATH OF ANY PERSON, PERSONS, OR OTHER LIVING THINGS, OR LOSS OR DESTRUCTION OR DAMAGE TO PROPERTY) ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY WAY TO THE ENVIRONMENTAL CONDITION OF THE ASSETS, OR ANY PORTION THEREOF, REGARDLESS OF WHETHER SUCH ENVIRONMENTAL CONDITION RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT, OR ACTIVE OR PASSIVE) OR STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF SELLER OR ITS AFFILIATES, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR IS KNOWN, ANTICIPATED, OR SUSPECTED AS OF THE CLOSING DATE, REGARDLESS OF WHETHER THE ACTS, OMISSIONS, EVENTS, OR CONDITIONS GIVING RISE THERETO, AROSE, OCCURRED, OR CAME INTO EXISTENCE BEFORE, AT, OR AFTER THE CLOSING DATE;

(e) all Claims and Losses, in addition to those described in Section 2.4(d), and whether arising in contract, in tort, under any agreement of indemnity, or by operation of Law, against or suffered by Buyer that relate in any way to the Assets (**INCLUDING INJURY TO OR DEATH OF ANY PERSON, PERSONS, OR OTHER LIVING THINGS, OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY AFFECTING OR RELATING TO THE**

ASSETS, REGARDLESS OF WHETHER SUCH CLAIM OR LOSS RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT, OR ACTIVE OR PASSIVE, OR STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF SELLER OR ITS AFFILIATES, EMPLOYEES, AGENTS, OR REPRESENTATIVES)), TO THE EXTENT ONLY THAT the acts, omissions, events, or conditions giving rise thereto first arise, occur, or come into existence at and after the Closing Date, regardless of when such Claim or Loss is asserted;

(f) all obligations of Seller owed to other Persons with respect to Imbalances (if any) in existence at or arising after the Closing Date;

(g) all obligations of Seller with respect to the Suspense Funds (other than those Suspense Funds not paid or otherwise disbursed to Buyer at Closing (if any), as described in Section 2.5(g) and Section 8.5);

(h) all tax-related obligations and liabilities pertaining to the Assets for any taxable period (other than as described in Section 2.5(f));

(i) all Encumbrances on any of the Assets that (i) existed as of the Petition Date and (ii) constitute valid and perfected liens with a higher priority than those of Buyer under the Credit Agreement, including those described on Schedule 2.4(i);

(j) those certain trade and other account payables incurred in the ordinary course of Seller's business prior to the Execution Date that are more particularly described on Schedule 2.4(j)); and

(k) except for Claims and Losses constituting Retained Obligations, all other duties, obligations, responsibilities, Claims, and Losses not otherwise addressed in Sections 2.4(a)-(j), whether in contract, in tort, or arising by operation of Law, to the extent that the acts, omissions, events, or conditions giving rise thereto first arise, occur, or come into existence at and after the Closing Date, regardless of when such duty, obligation, responsibility, Claim or Loss is asserted.

2.5. Retained Obligations. Subject to the terms of this Agreement, if the Closing occurs, Seller shall be deemed to have retained and agreed to pay, perform, and discharge, and to remain liable for the following duties, obligations, responsibilities, and liabilities, other than the Assumed Obligations (collectively, the "Retained Obligations"):

(a) except for obligations and liabilities constituting Assumed Obligations, all obligations and liabilities of Seller for the payment of money with respect to the Assets (including Seller's share of (i) all costs and expenses incurred in connection with the Assets, (ii) all Lease Burdens on production from or allocable to the Leases, Subject Units, and Wells, and (iii) all Lease Maintenance Payments under the terms of the Leases) attributable to the period prior to the Closing Date;

(b) except for Claims and Losses constituting Assumed Obligations, all Claims and Losses, whether arising in contract, in tort, under any agreement of indemnity, or by operation of Law, against or suffered by Seller that relate in any way to the Assets (**INCLUDING INJURY TO OR DEATH OF ANY PERSON, PERSONS, OR OTHER LIVING THINGS, OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY AFFECTING OR RELATING TO THE**

ASSETS, REGARDLESS OF WHETHER SUCH CLAIM OR LOSS RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT, OR ACTIVE OR PASSIVE) OR STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF BUYER OR ITS AFFILIATES, EMPLOYEES, AGENTS, OR REPRESENTATIVES)), TO THE EXTENT ONLY THAT the acts, omissions, events, or conditions giving rise thereto arose, occurred, or came into existence prior to the Closing Date, regardless of when such claim or loss is asserted;

(c) all Claims (if any) of third Persons, whether as the result of audits or otherwise, to refunds, adjustments, settlements of disputes, or other amounts of any kind due under the terms of the Leases or the Real Property Interests and attributable to the period prior to the Closing Date;

(d) all indebtedness (if any) of Seller, whether or not encumbering all or any portion of the Assets;

(e) all Claims and Losses relating to the payment of taxes (including interest, penalties, and additions to tax) for which Seller has agreed to remain responsible and liable under the terms hereof (including, for the avoidance of doubt, all tax-related obligations and liabilities pertaining to the Excluded Assets);

(f) all tax-related obligations and liabilities pertaining to the Assets for any taxable period (or portion thereof) ending on or prior to the Closing Date to the extent constituting general, unsecured claims against Seller's bankruptcy estate;

(g) all obligations and liabilities for which Seller is responsible with respect to undisbursed revenues (including applicable Suspense Funds) under Section 8.5; and

(h) all duties, obligations, responsibilities, Claims and Losses related to, resulting from, or otherwise arising out of the Excluded Assets, whether arising prior to, at, or after the Closing Date;

(i) except for Claims and Losses constituting Assumed Obligations, all other duties, obligations, responsibilities, Claims, and Losses not otherwise addressed in Sections 2.5(a)-(h), whether arising in contract, in tort, under any agreement of indemnity or by operation of Law, to the extent that the acts, omissions, events, or conditions giving rise thereto first arise, occur, or come into existence prior to the Closing Date, regardless of when such duty, obligation, responsibility, Claim or Loss is asserted.

2.6. [Intentionally Omitted].

2.7. Preliminary Settlement Statement. No later than three (3) Business Days prior to the Closing Date, Seller shall prepare and submit to Buyer a preliminary settlement statement (the "Preliminary Settlement Statement") that sets forth Seller's good faith estimate of the Adjusted Consideration reflecting the Base Consideration and each adjustment thereto made in accordance herewith, the proration of any other amounts required herein, and in each case the method of calculating the same, as of the date of preparation of such Preliminary Settlement Statement (the "Closing Payment"), together with the designation of Seller's account for the wire transfer of the Closing Payment pursuant to Section 2.8. If, for any reason, Buyer disputes any information

contained in the Preliminary Settlement Statement, the Parties shall work together in good faith to resolve such dispute prior to the Closing Date, and if Buyer and Seller are unable to resolve such dispute prior to the Closing Date, in no event shall the Closing be delayed. Absent manifest error, the Closing Payment shall be the amount set forth in the Preliminary Settlement Statement prepared by Seller with any adjustments thereto agreed upon by Buyer and Seller prior to the Closing, and any adjustments thereto shall be reflected in the Final Settlement Statement, subject to the procedures set forth in Section 8.1. All adjustments to the Base Consideration shall be made to the Credit Bid and Release, with no further downward adjustments to the amount of the Cash Portion of the Base Consideration.

2.8. Actions at Closing. The Closing shall take place at the offices of Vinson & Elkins L.L.P., 2001 Ross Avenue, Suite 3700, Dallas, TX, 75201, at 10:00 a.m., Central Standard Time, on the second (2nd) Business Day after satisfaction (or waiver by the requisite Party) of the conditions to Closing set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction (or waiver by the requisite Party) of those conditions) (the "Scheduled Closing Date"), or such other date and time as may be agreed upon by the Parties (the Scheduled Closing Date, as so adjusted, being referred to herein as the "Closing Date"). At the Closing, the Parties (as applicable) shall take, or cause to be taken, the following actions:

(a) Seller and Buyer or Buyer's Designated Entity (as applicable) shall (i) execute and deliver to Buyer or Buyer's Designated Entity (as applicable) the Conveyances in sufficient numbers of executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions and (ii) execute and deliver to Buyer or Buyer's Designated Entity (as applicable) such other instruments, in form and substance mutually agreed by the Parties, as may be reasonably necessary to convey ownership, title, and possession of the Assets to Buyer or Buyer's Designated Entity (as applicable) as contemplated by this Agreement (including any instruments required by any applicable Governmental Authorities);

(b) Seller and Buyer shall execute and deliver to each other original counterparts of the Preliminary Settlement Statement;

(c) Buyer shall deliver to Seller the Cash Portion of the Base Consideration (if any) reflected in the Preliminary Settlement Statement by bank wire transfer of immediately available U.S. funds to the account designated by Seller in the Preliminary Settlement Statement;

(d) Buyer shall deliver duly executed and acknowledged documents, reasonably satisfactory to Seller, evidencing the surrender and release of all Encumbrances and obligations under the Credit Agreement with respect to the Cash Portion of the Base Consideration;

(e) Seller shall deliver to Buyer or Buyer's Designated Entity (as applicable) (if any) (i) transfer orders or letters in lieu thereof, on forms provided by Buyer, directing all purchasers of production to make payment to Buyer or Buyer's Designated Entity (as applicable) of proceeds attributable to Hydrocarbons produced from or allocable to the Wells after the Closing Date, (ii) any consents, waivers, and other similar matters pertaining to the Assets, to the extent obtained by Seller prior to the Closing, (iii) 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 and (iv) all undisbursed revenues (including applicable Suspense Funds) that Seller is required to deliver to Buyer or Buyer's Designated Entity (as applicable) under Section 8.5;

(f) Seller shall deliver to Buyer a certificate, dated and effective as of the Closing Date, executed by an authorized officer of Seller, certifying to Buyer that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(g) Buyer shall deliver to Seller a certificate, dated and effective as of the Closing Date, executed by an authorized officer of Buyer, certifying to Seller that, on the Closing Date, the conditions set forth in Section 7.1(a) and Section 7.1(b) have been satisfied;

(h) Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that Seller is not a “foreign” Person for federal income tax purposes;

(i) Seller and Buyer or Buyer’s Designated Entity (as applicable) shall deliver such forms, assignments, filings, and other deliverables necessary to effect the terms of Sections 6.11, 6.12, 8.3 and 8.8 and including, but not limited to, execution of Forms BOEM-0150, BOEM-0151, BSEE-0149, BOEM-1123, BOEM-1017 and BOEM Filing Letters, along with all “other provisions” exhibits to be attached thereto, and the Oil Spill Financial Responsibility form;

(j) If requested by Seller, Seller and Buyer or Buyer’s Designated Entity (as applicable) shall execute and deliver a transition services agreement, which shall set forth that Buyer or Buyer’s Designated Entity (as applicable) will provide to Seller certain transition support services at cost, as may be requested by Seller (if any), that are similar to transition support services provided in comparable transactions (taking into account the nature of the Excluded Assets) on customary terms;

(k) As permitted pursuant to the terms of any applicable operating agreement, Seller shall execute and deliver change of operator forms naming Buyer or Buyer’s Designated Entity (as applicable) as the Operator of each of the Assets currently operated by Seller; and

(l) Seller and Buyer and Buyer’s Designated Entity (as applicable) shall execute and deliver such other documents (including any Transaction Documents to which Seller or Buyer or Buyer’s Designated Entity (as applicable) is a signatory party) and take such other actions as are provided for elsewhere in this Agreement.

2.9. Possession. If the Closing occurs, Seller shall be deemed to have delivered to Buyer or Buyer’s Designated Entity (as applicable) exclusive possession and control of the Assets effective as of 12:00 a.m., Central Standard Time, on the Closing Date. Seller agrees to cooperate with Buyer and Buyer’s Designated Entity to facilitate the transition to Buyer or Buyer’s Designated Entity (as applicable) of the ownership and (if applicable) operation of the Assets.

2.10. Allocation of Adjusted Consideration. Buyer and Seller shall use commercially reasonable efforts to agree, on or before the Closing Date, on an allocation of the Adjusted Consideration among the Assets solely for financial accounting and tax purposes in accordance with Section 1060 of the Code. Buyer and Seller shall each file a Form 8594 (Asset Acquisition Statement Under Section 1060) on a timely basis, reporting the allocation of the Adjusted Consideration consistent with such allocation. Buyer and Seller shall file, on a timely basis, any amendments required to such Form 8594 as a result of a subsequent increase or decrease of the Adjusted Consideration after the Closing Date. Buyer and Seller shall not take any position on

their respective income tax returns that is inconsistent with the allocation of the Adjusted Consideration as so agreed or as adjusted as the result of any subsequent increase or decrease in the Adjusted Consideration. If Buyer and Seller are unable to reach agreement with regard to such allocation by the Closing Date, the items still in dispute shall be submitted to and decided by a third-party appraiser selected jointly by Buyer and Seller, the fees of which shall be borne equally by the Parties.

2.11. Consents. If any consents to the assignment of any Asset are not obtained prior to Closing, then with respect to each affected Asset(s), the affected Asset(s) shall nevertheless be sold and conveyed to Buyer or Buyer's Designated Entity (as applicable) at the Closing in accordance with this Agreement as though the consent had been obtained. For all such consents, Seller shall reasonably cooperate with Buyer and Buyer's Designated Entity in endeavoring to obtain such consent on and after the Closing Date; provided that nothing in this Section 2.11 shall (a) require Seller to make any expenditure or incur any obligation on their own or on behalf of Buyer if the full amount of such expenditure or obligation is not provided to Seller by Buyer in advance in cash or (b) prohibit Seller from ceasing operations or winding up its affairs following the Closing.

2.12. Restrictions on Transferability. For those Excluded Assets described in Section 2.2(l), Seller agrees to reasonably cooperate with Buyer and Buyer's Designated Entity in endeavoring to obtain waivers of any applicable transfer or other contractual restrictions or other agreements with the applicable contractual counterparties prior to, at, and after the Closing Date; provided that nothing in this Section 2.12 shall (a) require Seller to make any expenditure or incur any obligation on their own or on behalf of Buyer if the full amount of such expenditure or obligation is not provided to Seller by Buyer in advance in cash or (b) prohibit Seller from ceasing operations or winding up its affairs following the Closing. To the extent that waivers of (or other agreements with respect to) any such transfer or other contractual restrictions burdening any such Excluded Assets are obtained from the applicable contractual counterparties after Closing, Seller shall promptly thereafter assign the affected Excluded Asset(s) to Buyer or Buyer's Designated Entity by executing and delivering the applicable Conveyances (in accordance with Section 2.8(a)), and such Excluded Assets shall thereafter become Assets for all purposes hereof.

2.13. Scheduled Exclusions. Buyer may revise Schedule 2.2(m) by adding or subtracting Scheduled Exclusions at any time prior to the hearing on the Bid Procedures. For the avoidance of doubt, if Buyer revises Schedule 2.2(m) to include rights, interests, properties, or other assets described herein as Assets, such rights, interests, properties, or other assets shall thereafter constitute Scheduled Exclusions (and thus, Excluded Assets) for all purposes.

ARTICLE III

SELLER'S REPRESENTATIONS AND WARRANTIES

Each Seller represents and warrants to Buyer, as of the Execution Date and as of the Closing Date, as follows:

3.1. Due Organization. Seller is a limited liability company or corporation (in each case, as applicable) duly formed, validly existing, and in good standing under the Laws of the State of Delaware and is qualified to do business as a foreign limited liability company or

corporation (in each case, as applicable) and is in good standing under the Laws of the State of Texas, the State of Louisiana, the State of California, the State of Oklahoma, the State of Nebraska, and the State of New Mexico. Seller has all requisite power and authority to own and operate its properties (including the Assets) and to carry on its business as now conducted.

3.2. Due Authorizations; Enforceability. Subject to entry of the Bid Procedures Order and Sale Order, Seller has full capacity, power, and authority to enter into and perform this Agreement, the Transaction Documents to which Seller is a party, and the transactions contemplated herein and therein. The execution, delivery, and performance by Seller of this Agreement and the Transaction Documents to which Seller is a party have been duly and validly authorized and approved by all necessary limited liability company action on the part of Seller, and this Agreement and subject to entry of the Bid Procedures Order and Sale Order, the Transaction Documents to which Seller is a party are, or upon their execution and delivery will be, the valid and binding obligations of Seller and enforceable against Seller in accordance with their respective terms.

3.3. Non-Contravention. The execution, delivery, and performance by Seller of this Agreement and the Transaction Documents to which Seller is a party and the performance of the transactions contemplated herein and therein will not, as of the Closing Date, (a) conflict with or result in a breach of any provisions of the organizational documents of Seller or (b) subject to the entry of the Bid Procedures Order and the Sale Order and obtaining the Required Consents, 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 Lease, Real Property Interest, Assigned Contract, credit agreement (excluding the Credit Agreement), note, bond, mortgage, indenture, license or other agreement, document, or instrument to which Seller is a party or by which Seller or any of the Assets may be bound; or (c) subject to entry of the Bid Procedures Order and Sale Order, violate any order, writ, injunction, judgment, decree, or Law applicable to Seller or the Assets.

3.4. Seller's Litigation. Other than the Bankruptcy Case, there is no Claim by any Person or Governmental Authority (including expropriation or forfeiture proceedings), and no legal, administrative, or arbitration proceeding pending or, to Seller's Knowledge, threatened against Seller or the Assets, or to which Seller is a party, that reasonably would be expected (individually or in the aggregate) to have a Material Adverse Effect (other than matters relating to the environmental condition of the Assets, as to which Seller's sole representations and warranties are set forth in Section 3.8 and Section 3.10, and matters relating to taxes, as to which Seller's sole representations and warranties are set forth in Section 3.7).

3.5. Governmental Approvals. Other than the Bid Procedures Order and Sale Order, and except for approvals by Governmental Authorities customarily obtained after the Closing, no authorization, consent, approval, exemption, franchise, permit, or license of, or filing with, any Governmental Authority is required to authorize, or is otherwise required by any Governmental Authority in connection with, the valid execution and delivery by Seller of this Agreement or the documents executed in connection herewith to which Seller is a party, the transfer of the Assets to Buyer, or the performance by Seller of its other obligations hereunder or thereunder.

3.6. Preferential Rights; Required Consents; Other Restrictions on Transferability. Except as set forth on Schedule 3.6(a), none of the Leases, Real Property Interests, Assigned Contracts or the Woodlands Office Building, is subject to a Preferential Right. Except as set forth on Schedule 3.6(b), none of the Leases, Real Property Interests, or Assigned Contracts is subject to a Required Consent or other restriction on transferability that must be satisfied, obtained, or waived in connection with the transfer of the Assets.

3.7. Taxes. Except as set forth in Schedule 3.7, Seller has filed in a timely manner all returns it was required to file in connection with all Property-Related Taxes and Production Taxes imposed upon or assessed with respect to, measured by, charged against, or attributable to the Assets or Hydrocarbon production therefrom or allocable thereto and has timely paid all such taxes. Except as set forth in Schedule 3.7, there are no audits, investigations, examinations, audits, litigation, Claims, or other proceedings pending, or to Seller's Knowledge, threatened against Seller by any Person or Governmental Authority relating to the payment of Property-Related Taxes or Production Taxes with respect to the Assets. There are no currently proposed or pending adjustments by any Governmental Authority in connection with any tax returns of Seller pertaining to the Assets, and no waiver or extension of any statute of limitations as to any tax matter relating to the Assets has been given or requested with respect to any taxable year. The Assets are not subject to, for federal income tax purposes, a partnership among Seller and any other Person for which a partnership income tax return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code (other than a partnership for which an election to be excluded from such provisions is in effect pursuant to the provisions of Section 761 of the Code and the regulations thereunder). There are no Encumbrances for taxes (other than taxes not yet due and payable) upon any of the Assets. To Seller's Knowledge, Seller has complied with all escheat or unclaimed property Laws with respect to funds or property received in connection with owning or operating the Assets.

3.8. Well Status. Except as set forth on Schedule 3.8, Seller is the operator of all of the Wells listed on Exhibit A-2. Except as set forth on Schedule 3.8, during the period of Seller's ownership of the Assets, all Hydrocarbon wells located on the Developed Leases and operated by Seller that were drilled but not completed as wells capable of producing Hydrocarbons, or that once produced Hydrocarbons but subsequently have permanently ceased the production of Hydrocarbons in paying quantities, have been, in each case, plugged and/or abandoned, and all related salvage, site clearance, and surface restoration operations have been completed, in accordance with applicable Laws (including Environmental Laws). Except as set forth in Schedule 3.8, none of the Wells listed on Exhibit A-2 has been permanently or is currently temporarily plugged and abandoned. Except as set forth on Schedule 3.8, there are no Wells in respect of which Seller has received an order from any Governmental Authority requiring that such Wells be plugged and abandoned, and for which such plugging and abandonment requirements have not been completely satisfied by Buyer.

3.9. Compliance with Laws; Permits. Seller, and to Seller's Knowledge, all operators of the Wells listed on Exhibit A-2 other than Seller, have complied in all material respects with all Laws, and all Permits required under all Laws, applicable, in each case, to the ownership and operation of the Wells listed on Exhibit A-2 and the production, marketing, and disposition of Hydrocarbons therefrom (excluding Laws related to taxes and Environmental Laws and Permits required under Environmental Laws, as to which Seller's sole representations and warranties are

set forth in, respectively, Section 3.7, Section 3.8, and Section 3.10), except for prior instances of non-compliance that have been fully and finally remedied or resolved to the satisfaction of all Governmental Authorities with jurisdiction over such matters. Seller or, to Seller's Knowledge, each third Person operator of the Wells listed on Exhibit A-2, as applicable, has all material Permits required in connection with the ownership and operation of the Wells listed on Exhibit A-2 and the production, marketing, and disposition of Hydrocarbons therefrom, and to Seller's Knowledge, all of such Permits are in full force and effect. Neither Seller nor, to Seller's Knowledge, any other Person, has received notice from any Governmental Authority or other Person that any such applicable Law or Permit has been violated or not complied with by Seller or any other Person.

3.10. Environmental Matters. Seller, and to Seller's Knowledge, each third Person operator of the Assets, as applicable, has all material Permits required under Environmental Laws required in connection with the ownership and operation of the Wells listed on Exhibit A-2 and the production, marketing, and disposition of Hydrocarbons therefrom, and to Seller's Knowledge, all of such Permits are in full force and effect. Seller has not received, and to Seller's Knowledge, no third Person operator has received, any written notice of violation or assessment that alleges that Seller or such third Person operator is not in material compliance with any Environmental Law or Permit required under Environmental Laws in connection with operations on the Wells listed on Exhibit A-2, which alleged violation or assessment remains uncured or unresolved. There are no pending or, to Seller's Knowledge, threatened proceedings or other Claims against any Well listed on Exhibit A-2, or any Lease or Subject Unit on which a Well is located, resulting from any Environmental Law or Permit required under Environmental Laws. To Seller's Knowledge, the Assets are in compliance in all material respects with all applicable Environmental Laws. To Seller's Knowledge, there has been no Release under or from any of the Wells listed on Exhibit A-2 in violation of Environmental Laws or any Permit required under Environmental Laws.

3.11. Payment of Royalties. With the exception of the Suspense Funds, with respect to all Wells listed on Exhibit A-2 that Seller or its Affiliates operate, Seller has timely paid all Lease Burdens and other similar payments due in respect of Hydrocarbon production from or allocable to the Wells listed on Exhibit A-2 and the Subject Units and attributable to the interests of Seller therein. Seller has not received written notice of any Claim that the pay lists pursuant to which Seller is making Lease Burden disbursements with respect to the Wells listed on Exhibit A-2 and Subject Units are inaccurate.

3.12. Assigned Contracts. Subject to entry of the Sale Order and payment of all Cure Costs, to Seller's Knowledge, there are no Contracts, agreements, or other instruments or documents (other than the Leases and the Excluded Contracts) that affect the Assets to which Seller is a party, or that are otherwise binding on Seller and pertain to the Assets, other than the Assigned Contracts described on Exhibit E. Seller has made available to Buyer accurate and complete copies of all such Assigned Contracts as of the Execution Date. With respect to the Assigned Contracts, other than as a result of the Bankruptcy Case: (a) Seller is not in breach or default, and there has occurred no event, fact, or circumstance that, with the lapse of time, or the giving of notice, or both, would constitute such a breach or default by Seller, with respect to the terms of any such Assigned Contract, that in each case, would have a Material Adverse Effect; (b) to Seller's Knowledge, no other Person is in breach or default with respect to the terms of any

such Assigned Contract that would have a Material Adverse Effect; and (c) neither Seller nor, to Seller's Knowledge, any other party to any such Assigned Contract has given or threatened to give notice of any action to terminate, cancel, rescind, repudiate, or procure a judicial reformation of any such Contract or any provision thereof.

3.13. Imbalances; Prepayments.

(a) Except as set forth on Schedule 3.13(a), as of the Execution Date, Seller has no Claim constituting an Asset, and is not subject to any material obligation or liability, with respect to any Imbalance that relates to any of the Assets.

(b) Seller is not obligated by virtue of any prepayment made pursuant to a "take-or-pay" or advance payment clause, or under any production payment, prepaid or forward sale, balancing, deferred production, or similar arrangement, to deliver Hydrocarbons produced from or allocable to any Well listed on Exhibit A-2 at a future time without receiving full payment therefor at or after the time of delivery.

3.14. AFEs; Cash Calls. Except as set forth on Schedule 3.14(a), as of the Execution Date, there are no outstanding authorities for expenditure or other commitments to make capital expenditures relating to any portion of the Leases, Subject Units, or Wells listed on Exhibit A-2 that have been proposed by any Person having authority to do so. As of the Execution Date, except as set forth on Schedule 3.14(b), there are no past due cash calls or payments due from Seller under the terms of the Assigned Contracts or otherwise relating to the Assets.

3.15. No Brokers. Seller has not engaged any financial advisor, broker, agent, or finder, or incurred any liability, contingent or otherwise, in favor of any other such Person relating to the transactions contemplated by this Agreement for which Buyer or Buyer's Designated Entity will have any responsibility.

3.16. Labor Matters. There are no collective bargaining agreements to which Seller or its Affiliates are a party relating to any of Seller's Employees. There is no pending or, to Seller's Knowledge, threatened, strike, slowdown, picketing, work stoppage, and there is no pending application for certification of a collective bargaining agent involving any Seller and any Seller's Employee.

3.17. Employee Benefits. Schedule 3.17 sets forth a true and complete list of each (a) deferred compensation plan, (b) incentive compensation plan, (c) equity compensation plan, (d) "welfare" plan, fund, or program (within the meaning of Section 3(1) of ERISA), (e) "pension" plan, fund, or program (within the meaning of Section 3(2) of ERISA), (f) "employee benefit plan" (within the meaning of Section 3(3) of ERISA), (g) employment (other than offer letters entered into in the ordinary course of business), termination, severance, or "change in control" agreement, and (h) other employee benefit plan, fund, program, agreement, or arrangement, in each case, that is sponsored, maintained, or contributed to or required to be contributed to by Seller or by any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA (an "ERISA Affiliate"), or to which Seller or any ERISA Affiliate is party, for the benefit of any Seller's Employee.

3.18. Non-Consent Operations. Except as set forth on Schedule 3.18, no operations are being conducted or have been conducted on the Assets with respect to which Seller has elected to be a non-consenting party under the applicable operating agreement and with respect to which all of Seller's rights have not yet reverted to it.

3.19. Suspense Funds. Schedule 3.19 sets forth a list, true and correct as of the date set forth therein, of all Suspense Funds, the name or names of the Persons to whom such funds are owed, and the reason or reasons they are being held in suspense.

3.20. Payout Balances. To Seller's Knowledge, Schedule 3.20 contains a list of the estimated status of any "payout" balance (on a gross Working Interest basis for all Working Interest owners affected thereby), as of the date set forth on such Schedule, for each Well that is subject to a reversion or other adjustment at some level of cost recovery or payout.

3.21. Title Matters. Except as described on Schedule 3.21, Seller has Defensible Title to the Leases and Wells, except where failure to have Defensible Title would not have a Material Adverse Effect. Except for the Encumbrances described on Schedule 3.21, Seller has good and valid title to the Transferred Office Assets, free and clear of any Encumbrances, other than Permitted Encumbrances.

3.22. Insurance. Schedule 3.22 sets forth a list of all policies of insurance owned, held by, or maintained by Seller or any of its Affiliates related to the Assets as of the Execution Date, including the type of policy, the limits of the coverage, and the deductible with respect thereto. Except as would not, individually or in the aggregate, have a Material Adverse Effect, such policies of insurance are in full force and effect and satisfy all requirements of applicable Law. Except as set forth in Schedule 3.22, Seller has not, with respect to the Assets, received any written notice from the insurer under any insurance policy applicable to the Assets disclaiming coverage with respect to a particular claim or such policy in general (other than a reservation of rights notice) or canceling or amending any such policy.

3.23. Related Party Transactions. Except as set forth on Schedule 3.23, there are no Assigned Contracts by and between Seller and any of its Affiliates, and Seller has not otherwise entered into any transactions or other arrangements with any Affiliate that will be binding on Buyer or the Assets after the Closing Date.

3.24. Purchased Equity. The Purchased Equity represents (beneficially and of record) all of the outstanding shares of capital stock or other equity interests in Champion UK. The Purchased Equity is free and clear of any and all Encumbrances or restrictions on transfer (other than restrictions on transfer arising under applicable securities Laws, pursuant to the Bankruptcy Code or arising under this Agreement). No options, warrants, subscriptions, calls, exchange rights, or other rights to purchase any of the Purchased Equity (or any voting interest in Champion UK), and no equity or obligations convertible into or exchangeable for any of the Purchased Equity (or any voting interest in Champion UK), have been authorized, agreed to be issued, or are outstanding. All of the Purchased Equity has been duly authorized, validly issued, and is fully paid and non-assessable.

3.25. Seller's Disclaimers. To the extent required by applicable Law to be operative, the disclaimers of certain warranties contained in this Section 3.25 are "conspicuous disclaimers" for purposes of any applicable Law. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTIES OF TITLE SET FORTH IN THE CONVEYANCES, BUYER AGREES THAT SELLER IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH SELLER HEREBY DISCLAIMS), RELATING TO (a) TITLE, (b) THE OPERATING CONDITION OF THE WELLS AND THE PERSONAL PROPERTY, (c) THE MERCHANTABILITY, DESIGN, OR QUALITY OF THE WELLS AND THE PERSONAL PROPERTY, (d) THE FITNESS OF THE WELLS AND THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, (e) THE ABSENCE OF LATENT DEFECTS, (f) THE ENVIRONMENTAL CONDITION OF THE ASSETS, (g) THE QUANTITY, RECOVERABILITY, OR VALUE OF HYDROCARBON RESERVES, OR (h) ANY OTHER MATTER WHATSOEVER.**

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as of the Execution Date and as of the Closing Date, as follows:

4.1. Due Organization. Each Buyer Party is duly formed, validly existing, and in good standing under the Laws of the jurisdiction of its formation. As of the Closing Date, Buyer or Buyer's Designated Entity (as applicable) will be qualified to do business and in good standing under the Laws of the State of Texas, the State of Louisiana, the State of California, the State of Oklahoma, the State of Nebraska, and the State of New Mexico. Buyer has all requisite power and authority to own and operate its property and to carry on its business as now conducted.

4.2. Due Authorization; Enforceability. Buyer has full capacity, power, and authority to enter into and perform this Agreement, the documents executed in connection herewith to which Buyer is a party, and the transactions contemplated herein and therein. The execution, delivery, and performance by Buyer of this Agreement and the documents executed in connection herewith to which Buyer is a party have been duly and validly authorized and approved by all necessary corporate or limited partnership action of Buyer. This Agreement and the documents executed in connection herewith to which Buyer is a party are, or upon their execution and delivery will be, the valid and binding obligations of Buyer and enforceable against Buyer in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium, and similar Laws, as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3. Non-Contravention. The execution, delivery, and performance by Buyer of this Agreement and the Transaction Documents to which Buyer is a party and the consummation of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provision of the organizational or governing documents of Buyer, (b) result in a material default or the creation of any Encumbrance or give rise to any right of termination, cancellation, or acceleration under any of the terms of any credit agreement, note, bond, mortgage, indenture,

license, or other agreement to which Buyer is a party or by which Buyer may be bound, or (c) violate any order, writ, injunction, judgment, decree, or Law applicable to Buyer.

4.4. Litigation. There is no Claim by any Person or Governmental Authority (including expropriation or forfeiture proceedings), and no legal, administrative, or arbitration proceeding pending or, to Buyer's Knowledge, threatened against Buyer, or to which Buyer is a party, that reasonably may be expected adversely to affect in any material respect the ability of Buyer to consummate the transactions contemplated in this Agreement or the documents executed in connection herewith.

4.5. Governmental and Third Person Consents. Except for approvals by Governmental Authorities customarily obtained after the Closing, the BOEM Qualifications, or as may be otherwise set forth on Schedule 4.5 attached hereto, no authorization, consent, approval, exemption, franchise, permit, or license of, or filing with, any Governmental Authority or any other Person is required to authorize, or is otherwise required in connection with, the valid execution and delivery by Buyer of this Agreement or the documents executed in connection herewith to which Buyer is a party or the performance by Buyer of its obligations hereunder or thereunder.

4.6. No Brokers. Buyer has not engaged any financial advisor, broker, agent, or finder, or incurred any liability, contingent or otherwise, in favor of any other such Person relating to the transactions contemplated by this Agreement for which Seller will have any responsibility.

4.7. No Bankruptcy. There are no bankruptcy, insolvency, reorganization, or arrangement proceedings pending or, to Buyer's Knowledge, threatened against Buyer or any Affiliate that controls Buyer.

4.8. Acquisition for Investment. Buyer is, or is causing Buyer's Designated Entity (as applicable) to, acquire the Assets for its own account, for investment, and not with a view to, or for offer or resale in connection with, a distribution thereof (including the transfer of fractional undivided interests therein) within the meaning of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or a distribution thereof in violation of any applicable securities Law.

4.9. Availability of Funds. Buyer has, or has unconditionally arranged for, the funds necessary to pay the Cash Portion of the Base Consideration to Seller and will cause the timely availability of the Cash Portion of the Base Consideration for the purpose of consummating the purchase of the Assets on the Closing Date in accordance with the terms of this Agreement.

ARTICLE V

ACCESS; DUE DILIGENCE

5.1. Due Diligence. Prior to the Closing Date, Seller or its representatives shall afford to Buyer and its representatives, at the sole cost, risk, and expense of Buyer or its representatives, (a) reasonable access to and entry upon all of the Leases, the Subject Units, and the Wells for the purposes of performing such onsite tests, inspections, examinations, investigations, studies, and assessments of the Leases, the Subject Units, and the Wells (including the performance of a Phase I Environmental Assessment of the Leases, the Subject Units, and the Wells, but not

including sampling, boring, drilling, or any other invasive investigative activity thereon without the prior written consent of Seller (which consent shall not be unreasonably withheld)) as Buyer deems necessary to permit Buyer to assess the environmental condition of the Leases, the Subject Units, and the Wells; and (b) at the offices of Seller, (i) reasonable access to all books, records, documents, and information of every kind and character (including all land and title records, surveys, abstracts of title, title insurance policies, title opinions and title curative, and all lease, contract, division order, marketing, acquisition, correspondence, operations, environmental, insurance, production, accounting, regulatory, Property-Related Tax, Production Tax, and well records and files) in the possession of Seller, relating in any way to the Assets to permit Buyer to complete its title, accounting, marketing, and other due diligence reviews of the Assets, and (ii) the opportunity to review the Data. Buyer shall promptly furnish to Seller copies of any reports generated by third parties in connection with any test, inspections, examinations, investigations, studies, and assessments conducted in connection with the transactions contemplated by this Agreement. **BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER, EACH OF THEIR SUCCESSORS, THEIR AFFILIATES AND ALL OF THEIR RESPECTIVE MANAGERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS AND OWNERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES CAUSED DIRECTLY OR INDIRECTLY BY THE ACTS OR OMISSIONS OF BUYER, BUYER'S AFFILIATES, OR ANY PERSON ACTING ON BUYER'S OR ITS AFFILIATE'S BEHALF IN CONNECTION WITH ANY DUE DILIGENCE CONDUCTED PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY SITE VISITS AND ENVIRONMENTAL ASSESSMENTS CONDUCTED PURSUANT TO SECTION 5.1, UNLESS ANY SUCH CLAIMS AND LOSSES WERE ALSO CAUSED, DIRECTLY OR INDIRECTLY, BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ANY OF THEIR SUCCESSORS, AFFILIATES AND ALL OF THEIR RESPECTIVE MANAGERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, AND OWNERS.** Buyer shall comply with all rules, regulations, policies and instructions reasonably required by Seller, or any third Person operator of any Assets, which are provided to Buyer regarding Buyer's actions while upon, entering, or leaving any Assets, including any insurance requirements that Seller may reasonably impose, or any such third Person operator may impose, on contractors authorized to perform work on any property owned or operated by Seller (or any such third Person operator, as applicable).

5.2. Buyer's Independent Investigation; Disclaimer.

(a) Buyer is relying on the independent investigation, analysis, evaluation, and inspection of the Assets prior to the Execution Date, and following the Execution Date as described in Section 5.1, and the limited representations and warranties of Seller herein and in the Conveyances in order to satisfy itself concerning the condition and suitability of the Assets. Except with respect to the representations and warranties of Seller set forth in this Agreement and in the Conveyances, Buyer has not relied upon any oral or written statements, representations, or warranties that may have been made by or on behalf of Seller, any Affiliate of Seller, or any director, member, manager, officer, employee, representative, or agent of Seller or its Affiliates, concerning the condition, title, accounting status, performance, or prospects of the Assets, or upon any written reports, financial data, business plans, projections, or forecasts, environmental reports, audits, studies, or assessments, or any other written materials, copies of which may have been furnished to Buyer or as to which

Buyer may have been provided access in connection with the transactions contemplated by this Agreement.

(b) **EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, TO THE EXTENT THAT BUYER HAS BEEN FURNISHED COPIES OF OR PROVIDED ACCESS TO ANY OF THE WRITTEN MATERIALS REFERENCED IN SECTION 5.1, BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF THE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF SELLER OR ANY AFFILIATE OF SELLER, HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND ANY OTHER INFORMATION, DATA, OR MATERIALS (WHETHER WRITTEN OR ORAL) THAT MAY HAVE BEEN FURNISHED TO BUYER OR ITS REPRESENTATIVES OR AGENTS BY OR ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EXCEPT THAT SELLER DOES NOT HAVE ACTUAL KNOWLEDGE THAT ANY OF SUCH INFORMATION, DATA, OR MATERIALS ARE MATERIALLY FALSE OR MISLEADING.**

5.3. “As Is, Where Is”. BUYER ACKNOWLEDGES AND AGREES THAT, IN RELIANCE ON THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, THE SPECIAL WARRANTIES OF TITLE CONTAINED IN THE CONVEYANCES, AND SUBJECT TO BUYER’S INDEPENDENT INVESTIGATION, ANALYSIS, EVALUATION, AND INSPECTION OF THE ASSETS, BUYER OR BUYER’S DESIGNATED ENTITY (AS APPLICABLE) WILL BE ACQUIRING THE ASSETS AT CLOSING “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS”, AND BUYER HEREBY ASSUMES ALL RISKS WITH RESPECT TO THE ASSETS, EXCEPT TO THE EXTENT THAT SUCH RISKS CONSTITUTE A RETAINED OBLIGATION.

5.4. Buyer Environmental Acknowledgements.

(a) Buyer acknowledges that: (i) the Assets have been used for the exploration, development, and production of Hydrocarbons and possibly for the storage and disposal of Hydrocarbons, produced water, Environmental Contaminants, or other substances related to standard oil field operations, and physical changes in, on, or under the Assets or adjacent lands may have occurred as a result of such uses; and (ii) 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 Seller or be readily apparent by a physical inspection of the Assets.

(b) In addition, Buyer acknowledges that some oil field production equipment located on the Assets may contain asbestos, NORM, and/or other Environmental Contaminants. In this regard, Buyer expressly understands that NORM may affix or attach itself to the inside of wells (including the Wells), materials, and equipment as scale or in other forms, and that wells (including the Wells), materials, and equipment located on the Assets may contain NORM. Buyer also expressly understands that special procedures may be required for the removal and disposal of asbestos, NORM, and/or other Environmental Contaminants from the Assets where any may be found.

ARTICLE VI
MATTERS PRIOR TO CLOSING; COVENANTS

6.1. Operations. Each Seller covenants and agrees that:

(a) Except as otherwise permitted under this Agreement or as may be set forth on Schedule 6.1, from and after the Execution Date until the Closing Date, subject to the Bankruptcy Code, and any orders of the Bankruptcy Court, Seller shall:

(i) maintain and operate the Assets operated by any Seller as a reasonably prudent operator or otherwise cause such Assets to be operated as a reasonably prudent operator in the ordinary course of business;

(ii) pay or cause to be paid all bonuses and rentals, royalties, overriding royalties, shut-in royalties, minimum royalties, development and operating expenses, and other payments incurred with respect to the Assets operated by Seller except (A) royalties held in suspense as a result of title issues and that do not give any third Person a right to cancel an interest in any Assets operated by any Seller, and (B) expenses or royalties being contested in good faith, unless the nonpayment of such contested expenses or royalties could result in the termination of any Lease, in which case, Seller will notify Buyer and obtain Buyer's approval prior to withholding such payment;

(iii) pay, when due, Seller's share of all taxes, expenses, and other obligations relating to the Assets;

(iv) maintain its books, accounts and records in accordance with past custom and practice;

(v) provide Buyer with copies of any written notices received from third Person operators with respect to any proposed operations on any Lease or Subject Unit;

(vi) provide Buyer with copies of any and all correspondence received from any Governmental Authority with respect to the Assets as soon as reasonably practicable, but in no event later than two (2) Business Days after Seller's receipt thereof; and

(vii) maintain the Personal Property operated by Seller and Transferred Office Assets in at least as good of a condition as it is on the Execution Date, subject to ordinary wear and tear.

(b) Except as otherwise permitted under this Agreement or as may be set forth on Schedule 6.1, from and after the Execution Date until the Closing Date, subject to the Bankruptcy Code and any orders of the Bankruptcy Court, Seller shall not, without obtaining Buyer's prior written consent (which may be granted or withheld in Buyer's sole discretion):

(i) transfer, convey, sell, or otherwise dispose of (including entering into any Contract regarding the same) any portion of the Assets, other than sales of the Hydrocarbons in the ordinary course of business (or permit any Affiliate to do any of the foregoing);

(ii) mortgage, pledge, or encumber (including entering into any Contract regarding the same) any portion of the Assets (or permit any Affiliate to do any of the foregoing);

(iii) commence, propose, or agree to participate in any single operation with respect to the Wells or Leases with an anticipated cost in excess of \$50,000;

(iv) amend, modify, release, terminate, or abandon any Lease, Assigned Contract, Real Property Interest, or other property or asset constituting part of the Assets;

(v) enter into any new Contract affecting or relating in any way to the Assets, including any contract or agreement for the gathering, processing, transportation, sale, or marketing of Hydrocarbons produced from or allocable to the Leases, Subject Units, or Wells that provides for a term of ninety (90) days or more, or is reasonably likely to result in the payment by or to Seller (or Buyer or Buyer's Designated Entity (as applicable) as the successor to Seller) of more than \$50,000 in any calendar year; or

(vi) enter into any Contract or other commitment to take any actions prohibited by this Section 6.1(b).

6.2. Casualty Event. Seller shall give Buyer prompt written notice of any Casualty Event that occurs with respect to any Asset between the Execution Date and the Closing Date, together with a description of the applicable insurance coverage and an estimate of Seller's exposure with respect to such Casualty Event. If the damaged or taken Asset is not repaired or replaced on or before the Closing Date, Buyer or Buyer's Designated Entity (as applicable) shall accept the affected Asset subject to such unremedied Casualty Event at the Closing and receive from Seller an assignment and release of all of Seller's right, title, and interest in and to all insurance proceeds and recoveries from third Persons payable in each case with respect to the Asset damaged or taken as the result of such Casualty Event. There shall be no reduction in the Base Consideration with respect to such Casualty Event, and all further obligations and liabilities associated with such Casualty Event and the repair or replacement of the affected Asset shall constitute Assumed Obligations.

6.3. Publicity. Between the Execution Date and the Closing Date, Seller and Buyer shall consult with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, and no Party shall issue any press release or make any such public statement prior to obtaining the written approval of the other Party, which approval shall not be unreasonably withheld, conditioned, or delayed. Such consent shall be deemed to have been reasonably withheld if the applicable press release or other public statement contains the name of the non-disclosing Party or any terms set forth in this Agreement; provided, however, to the extent the inclusion of such name or terms in such release or public statement is required by Law (including as required in connection with the Bankruptcy Case), the disclosing Party may include such name or terms without prior approval of the non-disclosing Party. To the extent such release or public statement is required by Law, however, the Party intending to make such release or public statement shall give the other Party the opportunity to review and comment upon such release or public statement, and the disclosing Party shall accept all reasonable comments thereto; provided that such reasonable comments are received by the Party intending to make such release sufficiently in advance of any applicable filing deadline.

6.4. Solicitation; Other Offers.

(a) Buyer acknowledges and agrees that no greater than two (2) Business Days after the Execution Date, Seller and certain of its Affiliates will file a Bid Procedures Motion with the Bankruptcy Court.

(b) Buyer acknowledges and agrees that from and after the Execution Date, Seller and its Affiliates and Representatives shall be permitted to take any action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote, assist with or enter into an Alternative Transaction.

(c) Without limitation to the foregoing, until the Successful Bidder has been determined in accordance with the Bid Procedures Order, Seller may, directly or indirectly through its Representatives, (i) engage in discussions and negotiations regarding an Alternative Transaction with any third party or third parties (each, an “Alternative Bidder”) and any Alternative Bidder’s Representatives in connection with the solicitation of one or more proposals relating to an Alternative Transaction and (ii) furnish to any Alternative Bidder who has signed a confidentiality agreement and its Representatives that has made a request therefor, public or non-public information relating to Seller and afford to any such Alternative Bidder access to any properties, assets, books or records of Seller or the business of Seller; provided that Alternative Bidders who have signed a confidentiality agreement prior to the date of this Agreement shall not be required to sign another confidentiality agreement after the date hereof as a condition to receiving non-public information relating to Seller.

6.5. Compliance with Conditions. If the conditions to any Party’s obligations to close have been satisfied, or expressly waived by such Party, in a timely manner as provided herein, and such Party refuses to close, the Party refusing to close, at the option of the other Party, shall be deemed to have breached this Agreement. In addition, if any Governmental Authority shall have issued any order, decree, ruling, or injunction, or taken any other action that would have the effect of restraining, enjoining, or otherwise prohibiting or preventing the consummation of the transactions contemplated hereby, the Parties shall use commercially reasonable efforts to have such order, decree, ruling, or injunction or other action declared ineffective as soon as practicable.

6.6. Operations. Except for routine filings to be made in the ordinary course of business after the Closing Date, prior to the Closing Date, Buyer shall, or shall cause Buyer’s Designated Entity to (as applicable), make all filings and reports, obtain all certificates, consents, approvals, and similar matters, and otherwise fulfill, in all material respects, all requirements of all Governmental Authorities having jurisdiction over the Assets for the authorization and qualification of Buyer or Buyer’s Designated Entity (as applicable) to serve as operator of the Wells and the Subject Units under applicable Laws (including Laws requiring the provision of surety bonds or other forms of security or financial assurance with respect to the performance of plugging and abandonment and other operations on the Assets), with the result that, on the Closing Date, Buyer or Buyer’s Designated Entity (as applicable) shall be fully qualified and authorized with all such Governmental Authorities to serve as operator of the Wells and the Subject Units.

6.7. Bankruptcy Court Approval.

(a) Seller shall use commercially reasonable efforts to obtain Bankruptcy Court approval of the Bid Procedures Order and Sale Order as promptly as reasonably practicable; provided, however, that Seller will not be required to seek any expedited relief.

(b) In the event an appeal is taken or a stay pending appeal is requested, from either the Bid Procedures Order or the Sale Order, Seller shall notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or order of stay within one (1) Business Day. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.

(c) From and after the Execution Date and prior to the Closing or the termination of this Agreement in accordance with Section 7.3, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification, or staying of the Bid Procedures Order or this Agreement. If Buyer is the Successful Bidder at the Auction, Seller shall not take any action which is intended to (or is reasonably likely to), or fail to take any action the intent (or the reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification, or staying of the Sale Order or this Agreement.

6.8. Bankruptcy Filings. From and after the Execution Date and until the Closing Date, Seller shall deliver to Buyer copies of all material pleadings, motions, notices, statements, schedules, applications, reports, and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby, or to Buyer or their respective agents or Representatives, that are to be filed by Seller in the Bankruptcy Case or any appeals related thereto no fewer than three (3) Business Days in advance of their filing.

6.9. Assumption and Rejection of Executory Contracts and Leases.

(a) Schedule 6.9(a) sets forth a complete list of the 365 Contracts that Buyer desires to be assumed by the Seller party thereto and transferred and conveyed to Buyer or Buyer's Designated Entity (as applicable) as an Assigned Contract (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.9(a), the "Desired 365 Contracts"). Seller shall commence appropriate proceedings before the Bankruptcy Court and otherwise take all necessary actions in order to determine the Cure Costs with respect to each Desired 365 Contract and to effect the assumption of such Desired 365 Contract by Seller in accordance with the Bankruptcy Code, effective as of the Closing. Notwithstanding the foregoing, at any time prior to a hearing on confirmation of a plan of reorganization or liquidation, Buyer may designate any 365 Contract that has not been rejected as a Desired 365 Contract and upon receipt of any such notice Seller shall use commercially reasonable efforts to effect the assumption of such 365 Contract by Seller in accordance with the Bankruptcy Code and, if Seller is successful in effecting such assumption as of Closing, such 365 Contract shall become a Desired 365 Contract and transferred and conveyed to Buyer or Buyer's Designated Entity (as applicable) as an Assigned Contract. The Base Consideration shall be increased by an amount equal to the Cure Costs of each Desired 365 Contract assumed (and paid) by Seller and conveyed to Buyer or Buyer's Designated Entity (as applicable) at Closing. The Parties shall update Schedule 6.9(a) as soon as reasonably practicable after the Execution Date in order to set forth the Cure Costs for each Desired 365 Contract. Notwithstanding

anything herein to the Contrary, Buyer may revise Schedule 6.9(a) by (i) subtracting Desired 365 Contracts at any time prior to Closing or (ii) by adding Desired 365 Contracts that have not previously been rejected at any time prior to a hearing on confirmation of a plan of reorganization or liquidation. In like manner, Buyer shall revise Exhibit E and Schedule 2.2(e) consistent with all revisions made by Buyer to Schedule 6.9(a). Notwithstanding the foregoing, Buyer may only add or subtract Desired 365 Contracts that are oil and gas leases prior to the hearing on the Bid Procedures. Similarly, Buyer may revise Exhibit A-1, Exhibit B and Schedule 2.2(d) by adding or subtracting Developed Leases and Undeveloped Leases (in each case, as applicable) at any time prior to the hearing on the Bid Procedures.

(b) Subject to the increase in the Base Consideration in accordance with Section 6.9(a), at or prior to the Closing, Seller shall pay, all Cure Costs with respect to the Desired 365 Contracts, and Seller shall provide adequate assurance of future performance of all of the Desired 365 Contracts so that all Desired 365 Contracts can be assumed by Seller at or prior to the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement (provided that Buyer and Buyer's Designated Entity shall cooperate with Seller in providing such adequate assurance of future performance of all of the Desired 365 Contracts and Buyer acknowledges that such cooperation may require Buyer to provide information regarding Buyer and its Affiliates, as well as a commitment of performance by Buyer and/or its Affiliates with respect to the Desired 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Desired 365 Contracts, and Seller's obligation to provide such adequate assurances is subject to the cooperation and providing of such information and commitment by Buyer and Buyer's Designated Entity).

6.10. Bid Procedures. In accordance with the Bid Procedures and the Bid Procedures Order, this Agreement is (a) irrevocable through at least thirty (30) days after the entry of a Sale Order by the Bankruptcy Court, (b) subject to the backup bidder provisions in the Bid Procedures, and (c) is subject to the Bid Procedures and the Bid Procedures Order in all respects.

6.11. BOEM Qualifications.

(a) Prior to Closing, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), (i) become qualified with the BOEM to hold oil and gas leases, rights-of-way, and right-of-use easements on the U.S. Outer Continental Shelf under 30 CFR 550 and 30 CFR 556.35 and to meet any other requirements under Law to receive and hold such assets and properties (the "BOEM Qualifications"), (ii) become qualified with each applicable Governmental Authority to hold all state oil and gas leases, state rights-of-way and state right-of-use easements included in the Assets, and (iii) provide Seller evidence of such qualification, including copies of all filings and correspondence submitted to or received from the BOEM, BSEE and such other Governmental Authorities to obtain such registration and qualification, including all applicable BOEM approval letters and issuance of Company Number for Buyer or Buyer's Designated Entity (as applicable).

(b) Prior to Closing, Buyer shall, or shall cause Buyer's Designated Entity (as applicable), to (i) obtain all bonds, letters of credit and guarantees necessary to replace the Surety Bonds as required pursuant to Section 6.12 and applicable Law, except for those Surety Bonds that cannot be obtained until BOEM approves assignment of the Assets, as further provided in Section 6.12, (ii) become qualified and approved by BOEM, BSEE and all other applicable Governmental Authorities as an operator of all Developed Leases and all other Assets which Buyer or Buyer's Designated Entity (as applicable) is obligated to operate under Section 8.3, and

(iii) provide Seller evidence of such qualifications and approvals, including copies of all filings and correspondence submitted to or received from the BOEM, BSEE and all other applicable Governmental Authorities.

(c) Promptly following the Closing, Buyer shall, or shall cause Buyer's Designated Entity (as applicable) to (i) be qualified and approved by BOEM, BSEE and all other applicable Governmental Authorities as an operator of the applicable Assets for which Buyer is obligated to operate under Section 8.3 and (ii) provide Seller evidence of such qualifications and approvals including evidence of all filings and correspondence submitted to or received from the BOEM, BSEE and all other applicable Governmental Authorities.

6.12. Surety Bonds. Buyer acknowledges that none of the bonds, letters of credit and guarantees set forth on Schedule 6.12 (collectively, the "Surety Bonds") posted by Seller or its Affiliates with Governmental Authorities or other third parties and relating to the Assets will be transferred to Buyer. On or before the Closing Date, or, with respect to those Surety Bonds that cannot be obtained until the assignment of the Assets has been approved by the BOEM, as soon after the Closing Date as possible, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), obtain, or cause to be obtained in the name of Buyer or Buyer's Designated Entity (as applicable) and effective as of the Closing Date, replacements for such Surety Bonds and take any other actions required by any Governmental Authority or other third party to the extent such replacements or actions are necessary (a) for Buyer's or Buyer's Designated Entity's (as applicable) ownership of the Assets and (b) to permit the cancellation of the Surety Bonds posted by Seller and/or its Affiliates with respect to the Assets. In addition, at or prior to Closing, or, with respect to those Surety Bonds that cannot be obtained until the assignment of the Assets has been approved by the BOEM, as soon after the Closing Date as possible, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), deliver to Seller evidence of the posting of bonds or other security with all applicable Governmental Authorities meeting the requirements of such authorities to own and, where appropriate, operate, the Assets.

6.13. Employee Matters.

(a) No later than fifteen (15) days following the date of this Agreement, Seller shall deliver to Buyer a complete and correct list of all employees of Seller and each of its Affiliates and shall update such list as soon as practicable following the hiring, resignation, or termination of any employees (the employees of Seller and its Affiliates from time to time, the "Seller Employees").

(b) Buyer and Seller acknowledge and agree that (i) Buyer intends, or intends to cause Buyer's Designated Entity to (as applicable), make, but shall not be required to make or cause to make (as applicable), offers of employment to the Seller Employees, with such employment to commence as of the Closing Date, (ii) such offers of employment shall be on such terms as Buyer or Buyer's Designated Entity (as applicable) may determine in their sole and absolute discretion, and (iii) such offers of employment will provide that they shall be accepted or rejected by each applicable Seller Employee no later than December 31, 2015 (the "Offer Expiration Date") (which date may be extended in Buyer's or Buyer Designated Entity's (as applicable) sole discretion). Seller shall provide Buyer or Buyer's Designated Entity (as applicable) with reasonable access to the Seller Employees and records regarding each Seller Employee's terms of employment with Seller and each of its Affiliates, as applicable, for purposes thereof and shall not take any action to interfere with any offers of employment that Buyer or Buyer's Designated Entity (as applicable) makes to the Seller

Employees or impede or in any way hinder Buyer's or Buyer's Designated Entity's (as applicable) hiring of any Seller Employees.

(c) During the period beginning on the Closing Date and ending on the two (2) year anniversary of the Closing Date, Seller agrees to not, directly or indirectly, solicit for employment any Seller Employee that accepts employment with Buyer or Buyer's Designated Entity (as applicable) for so long as he or she is employed by Buyer or Buyer's Designated Entity (as applicable) or any of its Affiliates and for a period of three (3) months thereafter; provided, that general advertisements (and any discussions based upon responses thereto) shall not be deemed to be a breach of the non-solicitation restriction contained in this provision.

(d) Seller acknowledges that the restrictions contained in this Section 6.13 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement.

6.14. Non-Buyer Party Credit Agreement Lenders. Prior to Closing, Buyer shall use commercially reasonable efforts to either (i) purchase the applicable percentage share and all of the rights of BP Energy Company and Cargill, Incorporated in, to and under the Credit Agreement and deliver reasonably satisfactory evidence thereof to Seller, or (ii) otherwise obtain an executed ratification and joinder of this Agreement from BP Energy Company and Cargill, Incorporated whereby each such Person each agrees to become a Buyer Party hereunder (and, for the avoidance of doubt, assume all obligations of Buyer hereunder, including those set forth in Section 2.8(d)).

6.15. Champion Ratification. Prior to Closing, Seller shall use commercially reasonable efforts to obtain an executed ratification and joinder of this Agreement from Champion whereby Champion agrees to become a Seller hereunder solely for the purposes of assigning Champion UK to Buyer or Buyer's Designated Entity (as applicable) (and, for the avoidance of doubt, assume all obligations of Seller hereunder solely for the purposes of assigning Champion UK to Buyer or Buyer's Designated Entity (as applicable)).

6.16. Use of Seller Name. From and after Closing, Buyer or Buyer's Designated Entity (as applicable) shall not have the same entity name as the name of any of the Seller Parties.

ARTICLE VII

CONDITIONS PRECEDENT; TERMINATION; REMEDIES

7.1. Conditions Precedent to Seller's Obligation to Close. All obligations of Seller under this Agreement are subject, at the option of Seller, to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

(a) each and every representation and warranty of Buyer under this Agreement shall be true and accurate in all respects as of the Execution Date and at and as of the Closing Date except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer to perform its obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein or therein;

(b) Buyer (or, if applicable, Buyer's Designated Entity) shall have performed and fulfilled in all material respects each and every covenant, agreement, and condition required by this Agreement to be performed or satisfied, executed and delivered all documents required by this Agreement to be executed and delivered, obtained from third Persons and delivered all documents required by this Agreement to be obtained from such third Persons and delivered, and otherwise taken all actions required by this Agreement to be taken, in each case by Buyer (or, if applicable, Buyer's Designated Entity) on or prior to the Closing Date;

(c) no suit, action, or other proceeding shall be pending or threatened before any court or arbitration tribunal or any Governmental Authority seeking to enjoin, restrain, prohibit, or declare illegal, or seeking substantial damages in connection with, the transactions contemplated in this Agreement;

(d) no order shall have been entered by any court, arbitration tribunal, or Governmental Authority against Seller, Buyer, or any of their respective Affiliates that restrains, enjoins, or prohibits the transactions contemplated in this Agreement;

(e) The Bid Procedures Order and the Sale Order shall have been entered by the Bankruptcy Court and each such order shall be a Final Order and in full force and effect;

(f) Buyer shall have provided, or shall have caused Buyer's Designated Entity to provide (as applicable) Seller evidence reasonably satisfactory to Seller that Buyer (or Buyer's Designated Entity, as applicable) has obtained all registrations, qualifications and approvals contemplated by Section 6.11; and

(g) Buyer (or any combination of the Buyer Parties) shall either have (i) purchased the applicable percentage share and all of the rights of BP Energy Company and Cargill, Incorporated in, to and under the Credit Agreement and delivered reasonably satisfactory evidence thereof to Seller, or (ii) otherwise have obtained an executed ratification and joinder of this Agreement from BP Energy Company and Cargill, Incorporated whereby each such Person agrees to each become a Buyer Party hereunder (and, for the avoidance of doubt, assume all obligations of Buyer hereunder, including those set forth in Section 2.8(d)).

7.2. Conditions Precedent to Buyer's Obligation to Close. All obligations of Buyer under this Agreement are subject, at Buyer's option, to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

(a) each and every representation and warranty of Seller under this Agreement shall be true and accurate in all respects as of the Execution Date and at and as of the Closing Date other than those representations and warranties that are made as of a specific date, which shall be true and accurate as of such specific date, except for those failures to be true and correct that, individually or in the aggregate, do not constitute a Material Adverse Effect;

(b) Seller shall have performed and satisfied in all material respects each and every covenant, agreement, and condition required by this Agreement to be performed or satisfied, executed and delivered all documents required by this Agreement to be executed and delivered, obtained from third Persons and delivered all documents required by this Agreement to be obtained from such third Persons and delivered, and otherwise taken all actions required by this Agreement to be taken, in each case by Seller on or prior to the Closing Date;

(c) no suit, action, or other proceeding shall be pending or threatened before any court or arbitration tribunal or any Governmental Authority seeking to enjoin, restrain, prohibit, or declare illegal, or seeking substantial damages in connection with, the transactions contemplated in this Agreement;

(d) no order shall have been entered by any court, arbitration tribunal, or Governmental Authority against Seller, Buyer, or any of their respective Affiliates that restrains, enjoins, or prohibits the transactions contemplated in this Agreement;

(e) The Bid Procedures Order and the Sale Order shall have been entered by the Bankruptcy Court and each such order shall be a Final Order and in full force and effect;

(f) on and after the Execution Date, no Material Adverse Effect shall have occurred; and

(g) Seller shall have obtained and delivered an executed ratification and joinder of this Agreement from Champion whereby Champion agrees to become a Seller hereunder solely for the purposes of assigning Champion UK to Buyer or Buyer's Designated Entity (as applicable) (and, for the avoidance of doubt, assume all obligations of Seller hereunder solely for the purposes of assigning Champion UK to Buyer or Buyer's Designated Entity (as applicable)).

7.3. Termination. This Agreement may be terminated by written notice at any time prior to the Closing:

(a) by mutual written consent of Buyer and Seller;

(b) by either Seller or Buyer if the Closing shall not have been consummated on or before March 5, 2016 (the "End Date"), unless extended by mutual written agreement of the Parties; provided, however, that if the Closing has not occurred by such date, but on such date all of the conditions set forth in Section 7.1 and Section 7.2 have been satisfied or waived (to the extent such conditions may be waived) other than any approval or consent from a Governmental Authority required for the Closing to occur, then, either Party shall have the option, to be exercised at each such Party's sole discretion, to extend the End Date for a period up to six (6) months after such date (and if so extended, such date shall be deemed to be the "End Date" for all purposes hereunder);

(c) by either Seller or Buyer if the Bid Procedures Order shall not have been entered by the date that is 35 days after the Effective Date;

(d) by either Seller or Buyer if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

(e) by either Seller or Buyer if the Bankruptcy Case converts to a case under Chapter 7 of the Bankruptcy Code;

(f) by either Seller or Buyer if the Bankruptcy Court shall have approved any Alternative Transaction or Seller shall have entered into any definitive agreement with respect to any Alternative Transaction, which agreement has been approved by the Bankruptcy Court;

(g) by Buyer if:

(i) Seller shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement such that the conditions set forth in Section 7.2(a) and Section 7.2(b) shall not be satisfied, and Buyer shall have given at least ten days written notice to Seller to cure such breaches and failures but such condition remains unsatisfied; or

(ii) any condition set forth in Section 7.2 shall have become incapable of being satisfied by the End Date;

(h) by Seller if:

(i) Buyer shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement such that the conditions set forth in Section 7.1(a) and Section 7.1(b) shall not be satisfied, and Seller shall have given at least ten days' written notice to Buyer to cure such breaches and failures but such condition remains unsatisfied; or

(ii) any condition set forth in Section 7.1 shall have become incapable of being satisfied by the End Date;

Notwithstanding the foregoing, (A) Seller shall not be permitted to terminate this Agreement pursuant to Section 7.3(b), Section 7.3(h)(i) or Section 7.3(h)(ii) if Seller is in breach of its representations and warranties or shall have failed to perform or comply with its covenants and agreements such that either (1) the conditions to closing set forth in Section 7.1(a) and Section 7.1(b) shall not be satisfied or (2) such breach or failure to perform or comply by Seller is the primary cause of the occurrence of any event giving Seller a right to terminate this Agreement or the failure of the Closing to have occurred, and (B) Buyer shall not be permitted to terminate this Agreement pursuant to Section 7.3(b), Section 7.3(g)(i) or Section 7.3(g)(ii) if Buyer is in breach of its representations and warranties or shall have failed to perform or comply with any of its covenants and agreements such that either (1) the conditions to closing set forth in Section 7.2(a) and Section 7.2(b) shall not be satisfied or (2) such breach or failure to perform or comply by Buyer is the primary cause of the occurrence of any event giving Buyer a right to terminate this Agreement or the failure of the Closing to have occurred. The Party desiring to terminate this Agreement pursuant to this Section 7.3 (other than pursuant to Section 7.3(a)) shall give written notice of such termination to the other Party.

7.4. Remedies.

(a) If this Agreement is terminated pursuant to Section 7.3, this Agreement shall be of no further force and effect, except for the provisions of this Section 7.4 and Sections 5.1, 8.6, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, and 10.10, and Schedule 1.1, all of which shall survive such termination and remain in full force and effect.

(b) If Buyer's right to terminate this Agreement arises pursuant to Section 7.3(g)(i) or Section 7.3(g)(ii), or if Seller's right to terminate this Agreement arises pursuant to Section 7.3(h)(i) or Section 7.3(h)(ii), then each such Party having such right to terminate (as

applicable) shall have the right to seek specific performance of this Agreement in accordance with Section 10.13.

(c) If this Agreement is terminated by Seller or Buyer pursuant to Section 7.3(f), and Buyer has not breached any of its representations or warranties or failed to perform or comply with any of its covenants or agreements contained in this Agreement such that the conditions set forth in Section 7.1(a) and Section 7.1(b) shall not be satisfied, Seller shall, subject to the entry of the Bid Procedures Order, pay to Buyer the Expense Reimbursement as promptly as reasonably practicable after such termination, but in no event later than the date of the consummation of the Alternative Transaction or within three (3) Business Days thereafter; *provided* that if Seller fails to pay any amounts due to Buyer pursuant to this Section 7.4(c) within the time period specified herein, Seller shall pay the costs and expenses (including reasonable legal fees and expenses) incurred by Buyer in connection with any proceeding taken to collect payment of such amounts, together with interest on such unpaid amounts at the Applicable Rate, calculated on a daily basis from the date such amounts were required to be paid until the date of actual payment.

(d) Buyer represents to Seller that Section 7.4(c) is a condition precedent to Buyer's execution of this Agreement and is necessary to ensure that Buyer will continue to pursue its proposed acquisition of the Assets, and Seller acknowledges that any amounts payable under such provision, (A) constitutes an actual and necessary cost and expense of preserving the Seller's estate, within the meaning of Section 503(b) of the Bankruptcy Code, (B) is of substantial benefit to the Seller's estate, (C) is reasonable and appropriate, including in light of the size and nature of the transactions contemplated by this Agreement and the efforts that have been or will be expended by Buyer, notwithstanding that the proposed transactions contemplated by this Agreement are subject to higher or better offers, and (D) was negotiated by the Parties at arm's-length and in good faith.

(e) Each Party acknowledges that the agreements contained in this Section 7.4 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement, and that any amounts payable pursuant to this Section 7.4 do not constitute a penalty.

(f) If this Agreement is terminated pursuant to Section 7.3, Seller shall be free immediately thereafter to enjoy all rights of ownership of the Assets and to sell, transfer, convey, encumber, or otherwise dispose of the Assets to any Person without restriction under this Agreement.

ARTICLE VIII **POST CLOSING MATTERS**

8.1. Final Settlement Statement. As soon as reasonably practicable after the Closing Date, but in no event later than ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Seller a final accounting statement, subject to verification by Seller, which sets forth, in reasonable detail, the final calculation and amount of the Adjusted Consideration, including all adjustments to the Base Consideration made in accordance with Section 2.3 and the actual proration of all other amounts required by this Agreement (the "Final Settlement Statement"). Seller shall cooperate with Buyer in the timely preparation of the Final Settlement Statement. No later than thirty (30) days after Seller's receipt of the Final Settlement Statement from Buyer, Seller shall deliver to Buyer written notice setting forth any changes to the Final Settlement Statement proposed by Seller (the "Dispute Notice"). Buyer and Seller shall endeavor to agree on the Final Settlement Statement within thirty (30) days after Buyer's receipt of Seller's

proposed changes thereto. If Buyer and Seller are unable to agree on any amounts (the “Disputed Amounts”) on the Final Settlement Statement during such thirty (30) day period, then Buyer and Seller shall submit all unresolved claims to Ernst & Young LLP (or, if such firm is unable or unwilling to act, such other nationally recognized independent public accounting firm as shall be agreed upon by Buyer and Seller in writing) (the “Referral Firm”) shall review such Disputed Amounts in Buyer’s Final Settlement Statement and Seller’s Dispute Notice and the records relating to the Disputed Amounts and determine the final adjustments with respect thereto. The decision of the Referral Firm shall be binding on Buyer and Seller, and the fees and expenses of the Referral Firm shall be borne one-half each by Buyer and Seller. The Referral Firm shall deliver its final calculation of the Disputed Amounts in writing to Buyer and Seller as soon as is practicable, and the Party owing any amount for additional adjustments as a result thereof shall pay such amount no later than the tenth (10th) Business Day following the paying Party’s receipt from the Referral Firm of the final adjustments. If the Parties reach agreement on the Final Settlement Statement, payment by the Party obligated to do so shall be due on the later of (a) the thirtieth (30th) day after the date on which Seller receives the Final Settlement Statement from Buyer, or (b) five (5) Business Days after such agreement is reached. If Seller disputes the Final Settlement Statement in accordance with this Section 8.1, and such dispute is resolved by the Referral Firm, payment by the Party obligated to do so shall be due on the fifth (5th) Business Day after the decision becomes final. Any amounts paid by Seller or Buyer pursuant to this Section 8.1 shall reflect an adjustment to the Credit Bid and Release, and shall not adjust the amount of the Cash Portion of the Base Consideration.

8.2. Records. Within ten (10) Business Days after the Closing, pursuant to Buyer’s reasonable instructions, Seller shall deliver to Buyer or Buyer’s Designated Entity (as applicable) the Records. Buyer or Buyer’s Designated Entity (as applicable) shall be entitled to all original Records related to all of the Assets. Prior to the delivery thereof to Buyer or Buyer’s Designated Entity (as applicable), Seller may make and retain, at Seller’s expense, copies of the Records. Buyer agrees, or shall cause Buyer’s Designated Entity to agree (as applicable), to maintain all original Records in accordance with its records retention policy, as same may be amended from time to time, or, if any of such Records pertain to a Claim pending at such time as the Records would otherwise be destroyed, until such Claim is finally resolved and the time for all appeals has been exhausted. In no event, however, shall Buyer or Buyer’s Designated Entity (as applicable) be required to maintain the original Records in the event of any future sale or other disposition of the Assets to which they relate.

8.3. Designation as Operator.

(a) At and as of the Closing Date, Seller shall resign as operator of and, as applicable, Designated Applicant under OSFR for, all Leases, Subject Units, and Wells as to which Seller served as operator or, as applicable, Designated Applicant under OSFR, prior to the Closing Date. With respect to those Leases, Subject Units, and Wells as to which Seller controls the selection of the successor operator and, as applicable, the Designated Applicant under OSFR, at the Closing, Seller shall deliver to Buyer or Buyer’s Designated Entity (as applicable) (and, if applicable, all other Working Interest owners) a written notification designating Buyer or Buyer’s Designated Entity (as applicable) as the successor operator of such Leases, Subject Units, and Wells, effective as of the Closing Date. With respect to those Leases, Subject Units, and Wells (if any) as to which Seller does not control the selection of the successor operator or, as applicable, the Designated Applicant under

OSFR, Seller will cast its vote, and will use commercially reasonable efforts to obtain, prior to the Closing, the votes of the other owners of Working Interests in the relevant Leases, Subject Units, and Wells, in each case in favor of the designation of Buyer or Buyer's Designated Entity (as applicable) as successor operator of and, as applicable, the Designated Applicant under OSFR for, such Leases, Subject Units, and Wells, effective as of the Closing Date. Within five (5) days after the later of the Closing Date or the date on which Buyer or Buyer's Designated Entity (as applicable) is named successor operator under the terms of the applicable Contract, Seller and Buyer or Buyer's Designated Entity (as applicable) shall make all necessary filings, including any BOEM Designation of Operator Forms and Designated Applicant OSFR form designations, and take all other actions necessary to cause the resignation of Seller as operator and, as applicable, the Designated Applicant under OSFR and Buyer's or Buyer's Designated Entity's (as applicable) designation as the successor operator of and, as applicable, the Designated Applicant under OSFR for such Leases, Subject Units, and Wells to be recognized and, if required, approved by all relevant Governmental Authorities. In each case, Seller shall use commercially reasonable efforts to assist Buyer or Buyer's Designated Entity (as applicable) in assuming the timely operation and management of the Leases, Subject Units, and Wells.

(b) With respect to each Asset with respect to which Buyer or Buyer's Designated Entity (as applicable) is obligated to serve as operator pursuant to this Section 8.3, Buyer, with the continued assistance of Seller, shall, or shall cause Buyer's Designated Entity to (as applicable), use commercially reasonable efforts to cause each joint owner, record title interest owner and applicable operating rights interest owner in such Asset to execute and deliver such instruments, forms and filings, including any BOEM Designation of Operator Forms and Designated Applicant OSFR form designations, that are necessary to designate and appoint under all applicable Laws and Contracts Buyer or Buyer's Designated Entity (as applicable) as operator of any such Asset.

8.4. Further Cooperation. After the Closing Date, Buyer (and, as applicable, Buyer's Designated Entity) and Seller shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as either Party may reasonably request, to convey and deliver the Assets to Buyer or Buyer's Designated Entity (as applicable), to perfect Buyer's or Buyer's Designated Entity's (as applicable) title thereto, and to accomplish the orderly transfer of the Assets to Buyer or Buyer's Designated Entity (as applicable). If, after the Closing Date, either Party receives monies belonging to the other, such amounts shall be promptly disbursed to the Party entitled to receive them. If an invoice or other evidence of an obligation is received by a Party (or Buyer's Designated Entity), which is either an obligation assumed by the other Party or partially an obligation of both Seller and Buyer, the Parties shall consult with each other, and an adjustment for such amount will be made either on the Final Settlement Statement, or, if the evidence of the obligation is not received until after the completion of the final accounting pursuant to Section 8.1, in cash as the Parties may agree.

8.5. Undisbursed Revenues. Seller shall cooperate with Buyer and Buyer's Designated Entity following the Closing to assure the proper disbursement of any Suspense Funds. Seller shall remain liable, and shall be solely responsible, for the disbursement of any and all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing, such liabilities and responsibilities to be considered Retained Obligations.

8.6. Confidentiality. If the Closing does not occur, and this Agreement is terminated in accordance with the terms hereof, the confidentiality provisions set forth in the Credit Agreement shall survive any such termination and shall remain in full force and effect between Seller and Buyer for the duration, and otherwise according to the terms, thereof. Upon such a termination of this Agreement: (a) all data and information made available by Seller to Buyer or Buyer's agents or representatives pursuant to the Credit Agreement or this Agreement, and all data and information (including environmental information) discovered by Buyer pursuant to its due diligence activities hereunder, shall constitute and remain confidential information subject to the applicable confidentiality provisions of the Credit Agreement; (b) Buyer shall return to Seller all such data and information, and all photocopies thereof, in the possession of Buyer; and (c) Buyer shall destroy all excerpts, studies, reports, analyses, work papers, and other documents prepared or used by Buyer or its representatives relating to or based upon such data and information.

8.7. Filings, Notices, and Governmental Approvals. Promptly after the Closing, Buyer shall (a) file and record the counterparts of the Conveyances executed at the Closing with all applicable Governmental Authorities and in all relevant public real property or other records, (b) send notices to vendors supplying goods and services for the Assets of the conveyance of the Assets to Buyer or Buyer's Designated Entity (as applicable) and, if applicable, the designation of Buyer or Buyer's Designated Entity (as applicable) as the operator thereof, and (c) if required by applicable Law, actively pursue the unconditional approval of the Conveyances by all applicable Governmental Authorities.

8.8. BOEM Submission. Within five (5) Business Days after the Closing Date, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), submit to the BOEM for approval the assignment of Assets requiring BOEM approval.

ARTICLE IX **NO SURVIVAL**

The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall terminate upon and not survive the Closing and there shall be no liability thereafter in respect thereof. Each of the covenants of the Parties hereto contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant in accordance with this Agreement or, if time for performance of such covenant is specified in this Agreement, 60 days following the expiration of the time period for such performance and (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant; provided that if a written notice of any claim with respect to any covenant to be performed after Closing is given prior to the expiration of such covenant then such covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

ARTICLE X **MISCELLANEOUS**

10.1. Exhibits. All exhibits and schedules referred to in this Agreement are hereby incorporated into this Agreement by reference and constitute a part of this Agreement for all

purposes. Each Party and its counsel has received a complete set of exhibits and schedules prior to and as of the Execution Date.

10.2. Expenses. Except as otherwise specifically provided herein, Buyer shall pay all fees, costs, and expenses incurred by Buyer, and Seller shall pay all fees, costs, and expenses incurred by Seller, in each case in negotiating this Agreement and in consummating the transactions contemplated by this Agreement, including legal and accounting fees, costs, and expenses. Buyer shall bear and pay all required documentary, filing, and recording fees, assessments, and expenses in connection with the filing and recording of the Conveyances and any other documents required to convey title to the Assets to Buyer.

10.3. Assignment. This Agreement, and the rights, interests, and obligations hereunder, shall not be assigned by any Party by operation of Law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); provided, however, that Buyer shall be permitted, upon notice to Seller, to assign all or part of its rights or obligations hereunder (including obligations related to the Assumed Obligations) to Buyer's Designated Entity. Notwithstanding the foregoing, no assignment of any rights hereunder shall relieve the assigning Party of any obligations or responsibilities hereunder.

10.4. Notices. All notices and communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by certified U.S. mail, postage prepaid with return receipt requested, bonded overnight courier, by facsimile or electronic mail transmission (provided any such facsimile or electronic mail transmission is confirmed either orally or by written confirmation), addressed to the appropriate Party at the address for such Party shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the Party giving such notice:

If to Buyer:

Highbridge Principal Strategies, LLC
40 West 57th Street - 33rd Floor
New York, New York 10019
Attn: Mr. Jeffrey Fitts
Telephone No.: (212) 287-4633
E-mail: Jeffrey.fitts@highbridge.com

With a copy to:

Stephen E. Hessler
Kirkland & Ellis LLP
601 Lexington Ave.
New York, NY 10022
Telephone No.: (212) 446-4974
E-mail: stephen.hessler@kirkland.com

and

Steven N. Serajeddini
Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Telephone No.: (312) 862-2761
E-mail: steven.serajeddini@kirkland.com

If to Seller:

Century Exploration Houston, LLC,
Century Exploration New Orleans, LLC,
Century Exploration Resources, LLC, and
RAAM Global Energy Company
3838 N. Causeway Blvd, Suite 2800
Metairie, Louisiana 70002
Attn: Mr. Jim Latimer
Telephone No.: (214) 382-3760
E-mail: JLatimer@bhpllc.com

With a copy to:

Harry Perrin
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Telephone No.: (713) 758-2548
E-mail: hperrin@velaw.com

Any notice given in accordance herewith shall be deemed to have been given on the Business Day when delivered to the addressee in person or by U.S. certified mail, facsimile, bonded overnight courier, or electronic mail; provided, however, that if any such notice is received after normal business hours, the notice will be deemed to have been given on the next succeeding Business Day. Any Party may change the address, telephone number, and facsimile number to which such communications to such Party are to be addressed by giving written notice to the other Party in the manner provided in this Section 10.4.

10.5. Entire Agreement; Conflicts. THIS AGREEMENT, THE SCHEDULES AND EXHIBITS HERETO, THE TRANSACTION DOCUMENTS, AND THE CONFIDENTIALITY AGREEMENT, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL OTHER PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, OF THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF. THERE ARE NO WARRANTIES, REPRESENTATIONS, OR OTHER AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS SPECIFICALLY SET FORTH HEREIN, IN ANY TRANSACTION DOCUMENT, OR THE CONFIDENTIALITY AGREEMENT, AND NEITHER BUYER NOR SELLER SHALL BE

BOUND BY OR LIABLE FOR ANY ALLEGED REPRESENTATION, PROMISE, INDUCEMENT, OR STATEMENT OF INTENTION NOT SO SET FORTH.

10.6. Amendments. This Agreement may be amended only by an instrument in writing executed by all of the Parties.

10.7. Waiver; Rights Cumulative. Any of the terms, covenants, representations, warranties, or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No waiver by any Party of any condition, or any breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach. The rights of Buyer and Seller under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

10.8. Governing Law; Jurisdiction; Venue; Jury Trial.

(a) **THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER, AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.**

(b) **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF (i) THE BANKRUPTCY COURT SO LONG AS THE BANKRUPTCY CASE REMAIN OPEN AND (ii) AFTER THE CLOSE OF THE BANKRUPTCY CASE OR IN THE EVENT THAT THE BANKRUPTCY COURT DETERMINES THAT IT DOES NOT HAVE JURISDICTION, ANY DISTRICT COURT OF THE STATE OF TEXAS SITTING IN HARRIS COUNTY, TEXAS, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT.**

(c) **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE, AS WELL AS THE DEFENSE OF AN INCONVENIENT FORUM, TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 10.8(b).**

(d) **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).**

10.9. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

10.10. Limitation on Damages. For the breach or non-performance by any Party of any representation, warranty, covenant, or agreement contained in this Agreement, the liability of the obligor shall be limited to direct actual damages only, except to the extent that the obligee is entitled to specific performance or injunctive relief. **AS BETWEEN THE PARTIES, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER SELLER NOR BUYER SHALL BE LIABLE TO THE OTHER PARTY AS THE RESULT OF A BREACH OR A VIOLATION OF ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, OR CONDITION CONTAINED IN THIS AGREEMENT FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, IN TORT, IN CONTRACT, UNDER ANY INDEMNITY PROVISION, ARISING BY OPERATION OF LAW (INCLUDING STRICT LIABILITY), OR OTHERWISE.**

10.11. Taxes. Each Party shall assume responsibility for, and shall bear and pay, all federal income taxes, state income taxes, franchise taxes, margin taxes, and other similar taxes (including any applicable interest or penalties) incurred by or imposed upon such Party with respect to or as a result of the transactions described in this Agreement, except that Buyer shall assume responsibility for, and shall bear and pay, all Transfer Taxes (if any) incurred or imposed with respect to the conveyance of the Assets to Buyer or Buyer's Designated Entity (as applicable). All Property-Related Taxes and Production Taxes based upon or measured by the ownership of the Assets, Hydrocarbon production therefrom, or the receipt of proceeds therefrom, but exclusive of income taxes, and assessed against the Assets by any taxing authority shall be borne and paid by Buyer or Buyer's Designated Entity, as applicable, except for any such Property-Related Taxes and Production Taxes that are assessed against the Assets by any taxing authority for the period on or prior to the Closing Date that constitute general, unsecured claims against Seller's bankruptcy estate, which all such taxes shall be borne by Seller.

10.12. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. At the Parties' election, this Agreement may be executed by the Parties in different locations and shall become binding upon both Parties upon the exchange by the Parties of executed signature pages by facsimile or portable document format (PDF) by email. In the event of such a facsimile or electronic mail execution, the Parties shall execute and deliver each to the other a fully executed original counterpart of this Agreement within thirty (30) days after such facsimile execution hereof;

provided, however, that the failure of the Parties to execute such an original counterpart of this Agreement shall not affect or impair the binding character or enforceability of this Agreement.

10.13. Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof (including failing to take such actions as are required hereunder in order to consummate the transaction contemplated hereby) and that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the performance of the terms and provisions hereof. Any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

10.14. Parties in Interest. This Agreement shall be binding in all respects against (i) Seller and all of its successors and assigns (including, for the avoidance of doubt, any trustee, examiner, or other fiduciary appointed in the Bankruptcy Case) and (ii) Buyer and all of its successors and assigns.

(Signatures appear on following pages)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the Execution Date.

SELLER:

CENTURY EXPLORATION HOUSTON, LLC

By: Michael J. Willis
Name: MICHAEL J. WILLIS
Title: PRESIDENT

CENTURY EXPLORATION NEW ORLEANS, LLC

By: Michael J. Willis
Name: MICHAEL J. WILLIS
Title: PRESIDENT

CENTURY EXPLORATION RESOURCES, LLC

By: Michael J. Willis
Name: MICHAEL J. WILLIS
Title: PRESIDENT

RAAM GLOBAL ENERGY COMPANY

By: Michael J. Willis
Name: MICHAEL J. WILLIS
Title: PRESIDENT

(Signatures continue on following pages)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the Execution Date.

BUYER:

**HIGHBRIDGE PRINCIPAL STRATEGIES -
SPECIALTY LOAN FUND III, L.P.**

By: Highbridge Principal Strategies, LLC, as Trading
Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

**HIGHBRIDGE SPECIALTY LOAN SECTOR A
INVESTMENT FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as Trading
Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

**HIGHBRIDGE SPECIALTY LOAN
INSTITUTIONAL HOLDINGS LIMITED**

By: Highbridge Principal Strategies, LLC, as
Investment Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director


**HIGHBRIDGE PRINCIPAL STRATEGIES -
SPECIALTY LOAN INSTITUTIONAL FUND III,
L.P.**

By: Highbridge Principal Strategies, LLC, as Trading
Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

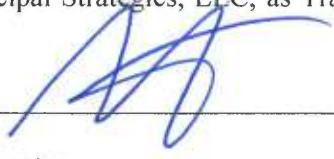
**HIGHBRIDGE PRINCIPAL STRATEGIES -
SPECIALTY LOAN VG FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director


**HIGHBRIDGE PRINCIPAL STRATEGIES -
NDT SENIOR LOAN FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as Trading
Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

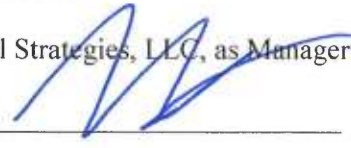
**HIGHBRIDGE PRINCIPAL STRATEGIES -
JADE REAL ASSETS FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as
Investment Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director


**HIGHBRIDGE AIGUILLES ROUGES SECTOR
A INVESTMENT FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

LINCOLN INVESTMENT SOLUTIONS, INC.

By: Highbridge Principal Strategies, LLC, its
Investment Manager

By: 
Name: Jeffrey Fitts
Title: Managing Director

**AMERICAN UNITED LIFE INSURANCE
COMPANY**

By: Highbridge Principal Strategies, LLC, as
Investment Manager

By: _____

Name: Jeffrey Fitts

Title: Managing Director



SCHEDULE 1.1

DEFINED TERMS; INTERPRETATION

1. **Definitions.** The following terms and expressions shall have the meanings set forth hereinafter:

“**365 Contracts**” means all Contracts that may be assumed by Seller pursuant to Section 365 of the Bankruptcy Code.

“**Adjusted Consideration**” is defined in **Section 2.3(a)**.

“**Affiliate**” means, with respect to a Party, any Person that directly or indirectly controls, is controlled by, or is under common control with, the relevant Party. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract, voting trust, membership in management or in the group appointing or electing management, or otherwise through formal or informal arrangements or business relationships.

“**Agreement**” is defined in the introductory paragraph hereof and includes all schedules and exhibits hereto, as well as all supplements, amendments, and restatements hereof.

“**Alternative Bidder**” is defined in **Section 6.4(c)**.

“**Alternative Transaction**” means (a) any sale, transfer, or other disposition of all of the Assets or (b) any series of sales, transfers, or other dispositions of any portion of the Assets that, when taken collectively, constitutes a disposition of all of the Assets, in each case, to any Person or Persons other than Buyer (or Buyer’s Designated Entity) that is made subject to the Bid Procedures.

“**Applicable Rate**” means, for a particular day, the prime rate as reported in The Wall Street Journal published for such day or, if such rate is regularly reported in The Wall Street Journal, but is not reported on such day, such rate as most-recently reported in The Wall Street Journal (or, if such rate is no longer reported in The Wall Street Journal, a comparable rate), calculated on a daily basis based on a 365-day year.

“**Assets**” is defined in **Section 2.1**.

“**Assigned Contracts**” is defined in **Section 2.1(i)**.

“**Assumed Obligations**” is defined in **Section 2.4**.

“**Auction**” has the meaning set forth in the Bid Procedures.

“**Avoidance Actions**” means any and all Claims for relief of Seller under Chapter 5 of the Bankruptcy Code.

“**Bankruptcy Case**” means the case of Seller to be consummated by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

“Bankruptcy Code” means title 11 of the United States Code, as amended.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Bankruptcy Case from time to time.

“Base Consideration” is defined in Section 2.3(a).

“Bid Procedures” means the Bid Procedures, substantially in the form attached as Exhibit A to the Bid Procedures Order, with such changes, if any, as shall be reasonably acceptable in form and substance to Buyer and Seller.

“Bid Procedures Motion” means the motion seeking entry of the Bid Procedures Order and entry into the Transaction Documents by Seller, which shall be reasonably acceptable in form and substance to Buyer and Seller.

“Bid Procedures Order” means an order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit J, with such changes, if any, as shall be reasonably acceptable in form and substance to Buyer and Seller.

“BOEM” means the Bureau of Ocean Energy Management.

“BOEM Qualifications” is defined in Section 6.11(a).

“BSEE” means the Bureau of Safety and Environmental Enforcement.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks in Houston, Texas, are required or authorized by Law to be closed.

“Buyer” is defined in the introductory paragraph of this Agreement and includes all successors and assigns of Buyer.

“Buyer Party” is defined in the introductory paragraph of this Agreement.

“Buyer’s Designated Entity” means an entity to be formed by Buyer prior to the Closing Date.

“Cash Portion of the Base Consideration” is defined in Section 2.3(a)(iii).

“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 the destruction of any Asset, and (b) any taking of any Asset by condemnation or under the right of eminent domain.

“CERCLA” is defined in the definition of “Environmental Contaminants.”

“Champion” means Champion Exploration International, Inc., a Delaware corporation.

“Champion UK” means Champion Exploration UK Limited, a United Kingdom company.

“Claims” means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of liability or potential liability, investigations, actions (whether judicial, administrative or arbitral), causes of action, suits and controversies.

“Closing” means the consummation of the transactions contemplated in this Agreement.

“Closing Date” is defined in Section 2.8.

“Closing Payment” is defined in Section 2.7.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Company Net Acres” means the product of (a) the number of gross acres in the land covered by each Lease multiplied by (b) the lessor’s mineral interest in the land covered by such Lease multiplied by (c) Seller’s Working Interest in such Lease.

“Contracts” means any agreement, contract, obligation, promise, or undertaking, other than a Lease, that is legally binding.

“Conveyances” means, collectively, (a) the Assignment, Bill of Sale, and Conveyance from Seller to Buyer or Buyer’s Designated Entity (as applicable), substantially in the form attached hereto as Exhibit G; (b) the Special Warranty Deed conveying the Fee Surface Tracts to Buyer or Buyer’s Designated Entity (as applicable), substantially in the form attached hereto as Exhibit H; (c) the Assignment of Contracts and Contract Rights from Seller to Buyer or Buyer’s Designated Entity (as applicable), substantially in the form attached hereto as Exhibit I; (d) the Special Warranty Deed conveying the Woodlands Office Building to Buyer or Buyer’s Designated Entity (as applicable), substantially in the form attached hereto as Exhibit L; and (e) an assignment of equity interests conveying the Purchased Equity to Buyer or Buyer’s Designated Entity (as applicable) containing customary terms.

“Credit Agreement” means that certain Fifth Amended and Restated Credit Agreement, dated as of September 12, 2014 (as amended by that certain Consent, Waiver and First Amendment dated as of March 31, 2015, that certain Forbearance Agreement and Second Amendment dated as of April 30, 2015 (as amended by that certain Forbearance Extension and Agreement dated as of July 30, 2015, that certain Second Forbearance Extension and Agreement dated as of July 30, 2015, and that certain Third Forbearance Extension and Agreement dated as of August 7, 2015), and that certain Third Amendment dated as of June 4, 2015).

“Credit Bid and Release” is defined in Section 2.3(a)(i).

“Cure Costs” means, with respect to any Desired 365 Contract, any and all amounts necessary to cure all defaults, if any, and to pay all losses that have resulted from defaults under such Desired 365 Contract.

“Data” means the Specified Seismic Data and Non-Geophysical Data, collectively.

“Defensible Title” means, other than Permitted Encumbrances, as of the Execution Date and the Closing Date, with respect to each of the Subject Properties, such title and ownership by

Seller that is properly filed of record in the applicable public records in a manner sufficient to impart constructive notice to third Persons, and that:

(a) entitles Seller to receive and retain from each Well described on Exhibit A-2 not less than the percentage set forth on Exhibit A-2 as the Net Revenue Interest of all Hydrocarbons produced, saved and marketed from such Well throughout the productive life of such Well except for decreases in connection with those operations in which Seller may, from and after the Execution Date, elect to be a non-consenting co-owner;

(b) obligates Seller to bear a percentage of the costs and expenses relating to the exploration, maintenance, development, and operation of each Well that is not more than the Working Interest set forth for such Well on Exhibit A-2 (except to the extent such increase is accompanied by a proportionate increase in the Net Revenue Interest applicable to such Well) throughout the productive life of such Well, except increases resulting from contribution requirements with respect to defaults by co-owners from and after the date hereof under applicable operating agreements;

(c) with respect to each Undeveloped Lease on Exhibit B, entitles Seller to the Net Revenue Interest, Working Interest and Company Net Acres reflected therefor in Exhibit B throughout the productive life of all wells located on such Undeveloped Lease; and

(d) is free and clear of all Encumbrances.

“Desired 365 Contracts” is defined in Section 6.9(a).

“Developed Leases” is defined in Section 2.1(a).

“Dispute Notice” is defined in Section 8.1.

“Disputed Amounts” is defined in Section 8.1.

“Encumbrance” means any mortgage, deed of trust, pledge, security interest, lien, charge of any kind (including any agreement to grant any of the foregoing), any conditional sale or title retention agreement, any lease or sublease in the nature thereof, or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

“End Date” is defined in Section 7.3(b).

“Environmental Contaminants” means “hazardous substances” and “pollutants or contaminants”, as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and liability Act (“CERCLA”), petroleum, including any fraction thereof,” and “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act, and any industrial or oil and gas wastes regulated by applicable rules of the relevant Governmental Authorities in the State of Texas. The term also includes NORM concentrated, disposed of, released or present on, resulting from, or in association with Hydrocarbon activities.

“Environmental Laws” means all applicable Laws (including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery

Act, the Oil Pollution Act of 1990, the Texas Solid Waste Disposal Act, and all applicable rules of the Railroad Commission of Texas, the Texas Commission on Environmental Quality, and other Governmental Authorities having jurisdiction relating to the management or disposal of oilfield waste, in each case as amended from time to time) relating to the protection of the public health, welfare, and environment, worker protection, emergency planning, and/or a community's right to know, including those Laws relating to the storage, handling, and use of chemicals and other hazardous materials, those relating to the Release, generation, processing, treatment, storage, transportation, disposal, or other management of waste materials of any kind, those relating to the protection of environmentally sensitive areas, and employee health and safety.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” is defined in Section 3.17.

“Excluded Assets” is defined in Section 2.2.

“Excluded Contracts” means those Contracts described on Schedule 2.2(e).

“Excluded Leases” means those Contracts described on Schedule 2.2(d).

“Execution Date” is defined in introductory paragraph of this Agreement.

“Expense Reimbursement” means an amount, for which Seller shall be liable under the circumstances described in Section 7.4(c), equal to the out-of-pocket costs, fees, and expenses of Buyer and its Affiliates (including expenses of legal counsel, financial advisory and investment bankers, accounting advisors, and other outside consultants) related to the formation of Buyer, regulatory charges, negotiating this Agreement and other ancillary documents (including the Transaction Documents), and conducting diligence on Seller and the Assets, in each case, to the extent any such costs, fees, and expenses are not otherwise paid or reimbursed by Seller under any debtor-in-possession financing agreement or order authorizing the use of cash collateral (if and as applicable), which amount, upon entry of the Bid Procedures Order, shall constitute a super priority administrative expense of Seller under Section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of any kind, including those specified in Sections 503(b) or 507(b) of the Bankruptcy Code, and shall be paid as set forth in Section 7.4(c).

“Fee Surface Tracts” is defined in Section 2.1(g).

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, (i) which has not been reversed, stayed, modified, amended, enjoined, set aside, annulled or suspended and (ii) with respect to which no stay shall have been issued in connection with any notice of appeal or petition for certiorari filed within any deadline provided by applicable Law.

“Final Settlement Statement” is defined in Section 8.1.

“Governmental Authority” means any governmental or quasi-governmental federal, state, provincial, county, city, or other political subdivision of the United States, any foreign country, or any department, bureau, agency, commission, court, or other statutory or regulatory body or instrumentality thereof.

“Hydrocarbons” is defined Section 2.1(f).

“Imbalance” means any imbalance between the quantity of Hydrocarbons produced from any Well and allocated to a Person from time to time and the share of such production to which such Person is actually entitled by virtue of its ownership interest in such Well.

“Intangible Rights” is defined Section 2.1(k).

“Knowledge” means (a) with respect to Buyer, the actual knowledge (after reasonable inquiry) of Jeffrey Fitts, and (b) with respect to Seller, the actual knowledge (after reasonable inquiry) of Michael Willis, David Seay and Leon Smith.

“Laws” means all constitutions, treaties, laws, statutes, ordinances, rules, regulations, orders, and decrees of the United States, any foreign country, and any local, state, provincial, or federal political subdivision or agency thereof, as well as all judgments, decrees, orders, and decisions of courts having the effect of law in each such jurisdiction, including all Environmental Laws.

“Lease” means either a Developed Lease or an Undeveloped Lease.

“Lease Burdens” means all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, and similar contractual burdens upon, payable out of, or measured by Hydrocarbon production from a Lease.

“Lease Maintenance Payments” means any delay rental, shut-in well payment, minimum royalty, or other payment necessary under the terms of any Lease to maintain such Lease in full force and effect in the absence of production from, or operations on, the lands covered thereby.

“Leases” means, collectively, the Developed Leases and the Undeveloped Leases.

“Losses” means any and all losses, judgments, damages, liabilities, injuries, costs, expenses, interest, penalties, taxes, fines, obligations and deficiencies of any kind whatsoever, under any theory of liability or responsibility, whether known or unknown, and whether fixed, liquidated or contingent. As used herein, the term “Losses” includes reasonable attorneys’ fees and other costs and expenses of any Party receiving indemnification hereunder incident to the investigation and defense of any Claim that results in litigation or the settlement of any Claim.

“Material Adverse Effect” means, when used with respect to Seller, a result, event, occurrence or consequence that (a) would materially and adversely affect the aggregate value of the Assets, (b) would materially impair the ability of Seller to own, hold, develop, and operate the Assets taken as a whole, or (c) would adversely affect in any material respect the ability of Seller to perform its obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein and therein; provided that any such material adverse effect that results from any of the following matters shall not be taken into account in determining whether a material adverse effect has occurred: (i) changes in financial or securities markets generally; (ii) changes in general economic conditions in the United States; (iii) changes in the market price of oil and natural gas; (iv) actions taken or omissions made after the date of this Agreement as permitted under this Agreement or with the written consent of Buyer; and (v) the existence of the Bankruptcy Case and any adverse effects resulting therefrom.

“Net Revenue Interest” means, with respect to each Lease, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease, after giving effect to all valid Lease Burdens, carried interests, reversionary interests, and other similar interests constituting burdens upon, measured by, or payable out of Hydrocarbons produced and saved from or attributable to such Lease.

“Non-Geophysical Data” is defined in Section 2.1(m).

“NORM” means naturally occurring radioactive materials.

“Offer Expiration Date” is defined in Section 6.13(b).

“OSFR” means Oil Spill Financial Responsibility.

“Party” and “Parties” is defined in the introductory paragraph to this Agreement.

“Permits” means the permits, licenses, authorizations, certificates, registrations, franchises, certificates, exemptions, consents, approvals and other similar rights and privileges approvals granted by any Governmental Authority that pertain or relate in any way to the Leases, Subject Units, or Wells.

“Permitted Encumbrances” means:

- (a) Preferential Rights burdening any Asset (including any Contract), Required Consents and any other consents held by a third Person;
- (b) Encumbrances for taxes or assessments not yet delinquent or, if delinquent, those taxes or assessments that are being contested in good faith by proceedings diligently conducted in the normal course of business;
- (c) all rights to consent by, required notices to, filings with, or other actions by Governmental Authorities in connection with the sale or conveyance of the Assets, if the same are customarily obtained, given, or made subsequent to such sale or conveyance;
- (d) the terms of the Leases, the Real Property Interests, and the Assigned Contracts, but only to the extent that they do not, individually or in the aggregate, (i) operate to reduce Seller’s Net Revenue Interest below that shown in Exhibit A-2 or Exhibit B, as applicable, (ii) operate to increase Seller’s Working Interest above that shown in Exhibit A-2 or Exhibit B, as applicable, without a proportionate increase in the associated Net Revenue Interest, or (iii) adversely affect the ownership and/or operation of the affected Assets (as currently owned or operated) in any material respect;
- (e) all easements, rights-of-way, servitudes, permits, licenses, surface leases, and other rights to use the surface affecting or pertaining to the Assets, as long as any such encumbrances, individually or in the aggregate, do not interfere materially with the ownership, operation, value, or use of the Assets;

(f) all Encumbrances granted by the owner(s) of land covered by an Undeveloped Lease prior to its execution, regardless of whether such Encumbrance is subordinated to the relevant Undeveloped Lease;

(g) Lease Burdens, division orders, carried interests, rights to recoupment, unitization, pooling, proration, and spacing designations, orders, and agreements, reversionary interests, and similar burdens, if listed as an Excluded Asset or if the net cumulative effect thereof otherwise does not operate to cause Seller to receive a Net Revenue Interest less than the Net Revenue Interest shown on Exhibit A-2 or Exhibit B, as applicable, or bear and pay more than the Working Interest shown on Exhibit A-2 or Exhibit B, as applicable, without a proportionate increase in the associated Net Revenue Interest;

(h) any lessor's, operator's, or other inchoate or undetermined Encumbrance or charge, whether statutory or contractual, constituting or securing the payment of Lease Burdens or of expenses which were or will be incurred in the ordinary course of business and incidental to the maintenance, development, production, or operation of any Asset, to the extent the same secure amounts not yet due and payable or that are being contested in good faith by proceedings diligently conducted in the normal course of business;

(i) conventional rights of reassignment;

(j) this Agreement;

(k) that certain Encumbrance burdening the Woodlands Office Building, being more particularly described on Schedule 2.4(i); and

(l) any matters set forth in Schedule 3.21 to this Agreement.

“Person” means any individual, corporation, limited liability company, partnership, trust, unincorporated organization, Governmental Authority, or any other form of entity.

“Personal Property” is defined in Section 2.1(e).

“Petition Date” is defined in the Recitals.

“Phase I Environmental Assessment” means a Phase I environmental property assessment of the applicable Assets that satisfies the basic assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13).

“Preferential Right” means any preferential right to purchase, right of first refusal, right of first offer, or similar right, the operation of which is triggered by the transactions contemplated in this Agreement.

“Preliminary Settlement Statement” is defined in Section 2.7.

“Production Taxes” means any and all severance, production, gathering, Btu or gas, transportation, gross receipts, utility, excise, and other similar taxes (other than Property-Related Taxes, Transfer Taxes, and taxes based on or measured by net income or net worth) relating to the

production, gathering, or transportation of Hydrocarbons, or increases therein, and any interest or penalties thereon.

“Property-Related Taxes” means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction, and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits, and assessments, or increases therein, and any interest or penalties thereon, other than Production Taxes, Transfer Taxes, and taxes based on or measured by net income or net worth.

“Purchased Equity” means all of Champion’s right, title and interest in and to any shares of capital stock or other equity interests in Champion UK.

“Real Property Interests” is defined in Section 2.1(g).

“Records” is defined in Section 2.1(m).

“Referral Firm” is defined in Section 8.1.

“Release” means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching, or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership, or operation of, the Assets that has not been remedied in accordance with all applicable Environmental Laws.

“Remaining Assets” means the Assets, other than those conveyed to a Successful Bidder in any Alternative Transaction.

“Representatives” means, with respect to each Party, such Party’s directors, members, managers, partners, officers, employees, and Affiliates.

“Required Consent” means any requirement that the consent or approval of a third Person (other than a Governmental Authority) must be obtained prior to the conveyance or assignment of any Asset by Seller to Buyer or Buyer’s Designated Entity (as applicable) pursuant to this Agreement. Required Consents do not include Preferential Rights.

“Retained Obligations” is defined in Section 2.5.

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

“Sale Order” means the Sale Order substantially in the form attached hereto as Exhibit K, with such changes, if any, as shall be reasonably acceptable in form and substance to Buyer and Seller.

“Scheduled Closing Date” is defined in Section 2.8.

“Scheduled Exclusions” is defined in Section 2.2(m).

“Seller” is defined in the introductory paragraph of this Agreement.

“Seller Employees” is defined in Section 6.13(a).

“Specified Seismic Data” is defined in Section 2.1(l).

“Subject Properties” means the Wells and the Undeveloped Leases.

“Subject Units” is defined in Section 2.1(b).

“Successful Bidder” has the meaning set forth in the Bid Procedures.

“Surety Bonds” is defined in Section 6.12.

“Suspense Funds” means those proceeds of production and associated penalties and interest in respect of any of the Assets that are payable to third Persons and being held in suspense by Seller that are reflected on Schedule 3.19.

“Transaction Documents” means this Agreement and any other agreements, instruments, or documents entered into pursuant to this Agreement.

“Transfer Taxes” means any sales, use, stock, stamp, document, filing, recording, registration, and similar tax or charge, including any interest or penalties thereon.

“Transferred Office Assets” is defined in Section 2.1(o).

“Undeveloped Leases” is defined in Section 2.1(d).

“Units” means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization, or communitization, whether voluntary or governmental, of one or more of the Leases and the lands covered thereby with other oil and gas leases and lands.

“Wells” is defined in Section 2.1(c).

“Woodlands Office Building” means the office building located at 10210 Grogan’s Mill Road, Woodland, TX, 77380.

“Working Interest” means, with respect to each Lease, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease.

2. Interpretation. The following rules of interpretation shall apply to this Agreement:

(a) References. The words “hereby,” “herein,” “hereinabove,” “hereinafter,” “hereinbelow,” “hereof,” “hereto,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular article, section, or provision of this Agreement. References in this Agreement to articles, sections, exhibits, or schedules are to such articles, sections, exhibits, or schedules of this Agreement unless otherwise specified.

(b) Articles and Sections. This Agreement, for convenience only, has been divided into articles and sections. The rights and other legal relations of the Parties shall be determined from this Agreement as an entirety and without regard to the aforesaid division into articles and sections and without regard to headings prefixed to such articles and sections.

(c) Number; Gender; Other. Whenever the context requires, reference herein made to a single number shall be understood to include the plural; and likewise, the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter, when such construction is appropriate; and the words “include”, “includes”, and “including” shall mean, in each case, “include, without limitation”, “includes, without limitation”, and “including, without limitation.” Specific enumeration shall not exclude the general but shall be construed as cumulative. Definitions of terms defined in the singular or plural shall be equally applicable to the plural or singular, as applicable, unless otherwise indicated.

(d) No Strict Construction. Buyer, on the one hand, and Seller, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Seller, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

Schedule 2.1(t)

Derivative Agreements

Schedule 2.1(t)

Derivative Agreements

None

Schedule 2.2(d)

Excluded Leases

Schedule 2.2(d)**Excluded Leases**

Any oil and gas leases not included on Exhibit A-1 or Exhibit B are excluded from this Agreement, including:

P05300009.000	United States of America	Gulf Refining Company	OCS 0419	11/1/1954	Block 150, Ship Shoal Area, OCS Leasing Map, Louisiana, recorded in Terrebonne Parish, Louisiana under COB 2391, Page 872, File #1462707.
P05400235.000	United States of America	Gulf Refining Company	OCS 0420	11/1/1954	Block 154, Ship Shoal Area, OCS Leasing Map, Louisiana, recorded in Terrebonne Parish, Louisiana under COB 2391, Page 869, File No. 1462706.
P05301004.000	United States of America	British-Borneo Exploration, Inc.	OCS-G 18011	7/1/1997	Block 153, Ship Shoal Area, OCS Leasing Map, Louisiana Map No. 5, recorded in Terrebonne Parish, Louisiana under COB 2392, Page 52, File No. 1462778.
P23201313.000	United States of America	Century Exploration New Orleans, Inc.	OCS-G 31304	12/1/2007	All of Block 366, West Cameron Area, West Addition, OCS Leasing Map No. 1A, recorded in Cameron Parish, Louisiana under the Conveyance Book Records at File #308081.

Schedule 2.2(e)

Excluded Contracts

Schedule 2.2(e)										
Excluded Contracts										
Easements, Rights-of-Way, Etc.										
Area	Prospect Name	Company Contract/Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
LA	SS 150	P05300221.000	OCS-G 19699	Pipeline Right-of-Way OCS-G 19699	5/8/1998				Plaquemines	LA
LA	SS 150	P05301378.000	OCS-G 28538	Pipeline Right-of-Way OCS-G 28538	1/22/2009				Plaquemines	LA
LA	SS 154	P05400236.000	OCS-G 13509	Pipeline Right-of-Way OCS-G 13509	9/25/1992				Plaquemines	LA
LA	SS 154	P05401200.000	OCS-G 25491	Pipeline Right-of-Way OCS-G 25491	1/25/2005				Plaquemines	LA
LA	WC 540	P16501304.000	OCS-G 18826 (Pipeline ROW)	Pipeline Right-of-Way	9/11/1997				Plaquemines	LA
Contracts										
Area	File Number	Prospect	Agreement Type	Agreement Date	Party 1		Party 2			
LA	CP05300239	SS 150	Purchase and Sale Agreement	8/18/2000	Devon Energy Production Company, L.P.		Century Exploration Company			
LA	CP05301804	SS 150	Assignment and Bill of Sale	2/1/2015	Fidelity Exploration & Production Company		Century Exploration New Orleans, LLC			
LA	CP05400300	SS 154	Purchase and Sale Agreement	2/21/2001	Devon Energy Production Company, L.P.		Century Exploration Company			
LA	CP12201687	SS 153	Purchase and Sale Agreement and Mutual Release	1/1/2014	Gerald H. Schiff, Chapter 11 Trustee for the Bankruptcy Estate of Virgin Offshore U.S.A., Inc.		Century Exploration New Orleans, LLC			
LA	CP12201734	SS 153	Assignment and Bill of Sale	1/1/2014	The Virgin Oil Company, Inc. Plan Trust, by Whistler Energy, L.L.C., its court appointed trustee		Century Exploration New Orleans, LLC			
LA	CP23201067	Spinel	Operating Agreement	3/24/2008	Century Exploration New Orleans, Inc.		Champion Exploration, LLC Charter II, Inc.			
Federal Oil and Gas Leases										
Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Description					
P05300009.000	United States of America	Gulf Refining Company	OCS 0419	11/1/1954	Block 150, Ship Shoal Area, OCS Leasing Map, Louisiana,					
P05400235.000	United States of America	Gulf Refining Company	OCS 0420	11/1/1954	Block 154, Ship Shoal Area, OCS Leasing Map, Louisiana,					
P05301004.000	United States of America	British-Borneo Exploration, Inc.	OCS-G 18011	7/1/1997	Block 153, Ship Shoal Area, OCS Leasing Map, Louisiana					
P23201313.000	United States of America	Century Exploration New Orleans, Inc.	OCS-G 31304	12/1/2007	All of Block 366, West Cameron Area, West Addition, OCS					

Schedule 2.2(m)

Scheduled Exclusions

Schedule 2.2(m)

Schedule Exclusions

None.

Schedule 2.4(i)

Certain Encumbrances

Schedule 2.4(i)

Certain Encumbrances

As to the Woodlands Office Building and surrounding property on which such building is located:

Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (“Deed of Trust”) executed on behalf of Raam Global Energy Company, as Trustor, in favor of GE Commercial Finance Business Property Corporation, as Beneficiary, dated August 8, 2005 recorded on August 9, 2005 as Instrument No. 2005-088223 in the Official Public Records of Real Property of Montgomery County, Texas. Said Deed of Trust being assigned by said Beneficiary to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2005-2 by Corporate Assignment of Mortgage dated November 8, 2012 and recorded on November 28, 2012 as document #2012115752 in the Official Public Records of Montgomery County, Texas.

UCC Financing Statement relative to the above referenced Deed of Trust recorded on August 9, 2005 as instrument #2005-088224 in the Official Public Records of Real Property of Montgomery County, Texas.

Other usual and typical UCC Financing Statements between Seller and its working interest co-owners covering jointly owned interests subject to certain existing Joint Operating Agreements.

Schedule 2.4(j)

Payables

Schedule 2.4(j)

Payables

None

Schedule 3.6(a)

Preferential Rights

Schedule 3.6(a)

Preferential Rights

Right of First Offer contained in Contract for Purchase and Sale of Real Property dated October 30, 2003 between The Woodlands Land Development Company, L.P. and RAAM Global Energy Company affecting the Woodlands office building and surrounding property

Schedule 3.6(b)

Required Consents

SCHEDULE 3.6(b)

Lease #	Lease Name		Address	City	State	Zip
P19800417.030	DONALD J. ALLUMS, JR.	11903	1002 E ALLUMS STREET	Kountze	TX	77625
P19800417.030	JAMES ANDERSON ALLUMS FAMILY TRUST, JAMES ANDERSON ALLUMS, TRUSTEE	11902	2012 COUNTY ROAD 260	NACOGDOCHES	TX	75965
P19800417.030	Joada Anderson Allums	10434	1002 E. Allums Street	Kountze	TX	77625
P19800417.109 P30101525.058 P35501935.018	Michael Wesley Hooks Armour	10848	P O Box 247	Kountze	TX	77625
P19800417.018 P31001558.007 P30101525.018	Ruth Beatrix Hooks Armour	10376	350 East Brown Street	Kountze	TX	77625
P19800417.108 P30101525.058 P35501935.018	Amanda Armour Atkins	10849	4018 Bayou Grove	Seabrook	TX	77586
P19800417.030	Turner F Austin II	10435	143 County Road 220	Smiley	TX	78159
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Monica L Bishop	10877	928 Patterson Street	Carthage	TX	75633
P31101556.000	Black Stone Minerals Company	06645	1001 Fannin, Suite 2020	Houston	TX	77002
P19400234.000 P19600257.000 P30101518.000 P32701874.000 P35301934.000 P35301943.000 P36001936.000	BP AMERICA PRODUCTION COMPANY	07359	501 WESTLAKE PARK BLVD	HOUSTON	TX	77079
P19800417.030	Dora Hager Brown	10447	407 E First St	Bloomington	IN	47401
P19800417.026	Laura Jane Lanier Buckmaster	10388	3910 Winding Way	Granbury	TX	76049
P19800417.017 P30101525.017	Ryen A Burrus	16535	P O Box 160307	Austin	TX	78716
P19800417.030	Marilyn S Chionsini Lifetime Trust	10451	Marilyn S Chionsini, Trustee 1101 Garden Park Circle	Tyler	TX	75703
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Dan B Dickey	10327	P O Box 429	Joaquin	TX	75954
P19800417.007 P19800417.111 P30101525.021	David Dickey Irrevocable Trust	16595	Contact: Ernest J King, CPA First Bank & Trust East Texas, Trustee P O Box 152020	Lufkin	TX	75915
P19800417.007 P19800417.111 P30101525.021 P33501765.026	Donny Hue Dickey	10873	P O Box 242	Rusk	TX	75785
P19800417.007 P19800417.111 P30101525.021 P33501765.003 P33501765.026	Douglas H Dickey	10328	P O Box 306	Mount Enterprise	TX	75681
P19800417.007 P19800417.111 P30101525.021	James Edward Dickey	10875	775 N.E. CR 347 South	Cleveland	TX	77327
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Matthew Douglas Dickey	10874	3103 Willow Cove	Round Rock	TX	78664
P30101525.026 P19800417.030 P19800417.105	Martha Clemmons Doherty	10433	61 Border Rd	Holbrook	MA	02343
P19800417.008 P30101525.024 P31001558.006	Jack Meyer Frost	11832	8404 Largo Springs Court	Raleigh	NC	27613
P19800417.008 P30101525.024 P31001558.005	Mark Wilson Frost	11833	c/o Jack M. Frost 8404 Largo Springs Court	Raleigh	NC	27613
P19800417.031	Marianne Mel "Honey" Rhodes Groos	10426	P.O. Box 355	Magnolia	TX	77353
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Angela G Grupp	10878	6814 Conestoga Drive	Rowlett	TX	75089

SCHEDULE 3.6(b)

Lease #	Lease Name		Address	City	State	Zip
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Tiffany A Grupp Trust	10969	Dan B Dickey, Trustee P O Box 429	Joaquin	TX	75954
P19800417.030	Cassie Hager	10442	10 Bridlington Ct	San Antonio	TX	78218
P19800417.030	Kent Ferguson Hager	10446	148 North Main St	Yardley	PA	19067
P19800417.030	Margaret Richardson Hight Lifetime Trust	10450	Margaret Richardson Hight, Trustee 2800 Waymaker Way, Unit 64	Austin	TX	78746
P19800417.026	2012 HRH, LLC (f/k/a Barbara Lanier Holmes)	10387	P O Box 150121	Lufkin	TX	75915-0121
P19800417.009 P30101525.016 P33501765.018	David Gayley Hooks	10334	P.O. Box 496	Woodstock	VT	05091
P19800417.017 P30101525.017 P31001558.004	Thomas Benjamin Hooks	10375	P.O. Box 776	Kountze	TX	77625
P31101556.000	Ivory Acquisitions	06649	Contact: Randi E Collins P O Box 301383	Dallas	TX	75303-1383
P19800417.017	JHJ Properties Ltd	11154	7485 Phelan Blvd.	Beaumont	TX	77706
P19800417.039	Linda Lou Rhodes Jones	09947	P O Box 623	Kirbyville	TX	75956
P19800417.007 P19800417.111 P30101525.021 P33501765.003	Melanie Rose Kitchens	10876	106 Aurora Lights Trail	Aurora	TX	76078
P19800417.026	H S Lanier	10385	5607 Sylmar	Houston	TX	77081-7426
P19800417.026	John F Lanier	10386	P O Box 457	Jasper	TX	75951
P19800417.030 P19800417.106 P30101525.026	Nancy Ann Clemmons Marco	10432	2631 Aloe Ave	Coconut Creek	FL	33063
P31101556.000	Matagorda B1 LP	17625	P O Box 732292	Dallas	TX	75373-2292
P19800417.087 P30101525.059	Mobil Producing Texas & New Mexico	11145	Ownership Organization Exxon Mobil Corporation P O Box 951027	Dallas	TX	75395-1027
P30101525.026 P19800417.030	Oil & Gas Lease Brokers	10905	P O Box 7007	Beaumont	TX	77726
P19800417.030	Arthur J Richardson III Lifetime Trust	10449	Arthur J Richardson III, Trustee 12840 N 38th Place	Phoenix	AZ	85032
P19800417.110 P30101525.022 P31001558.008	Joseph W Singleton	17635	2647 6th St, #15	Santa Monica	CA	90405
P19800417.016 P30101525.022 P31001558.008	Olga Prather Singleton Trust	10372	Joe Singleton, Trustee 2647 6th Street, #15	Santa Monica	CA	90405
P19800417.110 P30101525.022 P31001558.008	Theresa Maureen Singleton	17636	938 N Ogden Dr, Apt 2	West Hollywood	CA	90046
P35101927.000	State of Texas - Esmt (ME20130121)	02715	Stephen F Austin Building 1700 North Congress	Austin	TX	78701
P25300957.001 P25601441.001 P22300445.001 P31001526.007 P31001526.011 P25601165.007 P31001526.013 P31001526.009 P25601165.014 P25601165.009 P34801938.002 P19700204.003 P31001526.010 P31001526.012 P29501502.003 P29501503.002 P25601165.008	The Allar Company (A-152)	03471	P O BOX 1567	GRAHAM	TX	76450-1567
P19800417.107 P30101525.022 P31001558.008	Georgia Singleton Trotter	17634	122 Camino Capri	Henderson	NV	89012
P19800417.030	Betty M Wiggins	10441	422 CR 1170	Cooper	TX	75432
P35501935.002	Black Stone Minerals Company, et al	06645	1001 Fannin, Suite 2020	Houston	TX	77002

SCHEDULE 3.6(b)

Lease #	Lease Name		Address	City	State	Zip
P30101518.000 P19600257.000 P32701874.000 P35301943.000 P35301934.000 P36001936.000 P19400234.000	BP America Production Co - 1001301	07359	210 Helios Way	Houston	TX	77079
P30101525.027 P31001558.009	Sue Lanier Buck	13594	3503 Cinco Lakes Dr.	Katy	TX	77450
P30101525.027 P31001558.009	Laura Jane Lanier Buckmaster	10388	3910 Winding Way	Granbury	TX	76049
P29501937.001 P34001903.003 P29501919.001 P29401498.003 P22300445.005 P22301304.002 P22301304.003	CHMinerals LLC	14827	c/o The Northern Trust Company Attn: David J Parker, CPL Acct. No. 23-66685 P O Box 226270	Dallas	TX	75222-6270
P19601925.000 P29501924.000 P27201496.000 P25601788.000 P25601544.000 P27201470.000 P25601473.000 P25601530.000 P25601553.000 P30101852.000 P28101524.000	Crown Pine Timber	13227	Attn: Oil & Gas Program Manager (or Tim Tindell?) 702 N. Temple Drive	Diboll	TX	75941
P19800457.000	TIN Inc d/b/a Temple-Inland	07581	P O Drawer 576	Diboll	TX	75941
P22300445.007	William W Cunningham Estate	08242	by & through Courtland B Cunningham c/o Captial One, N.A., Agt & AIF, REMM Division P O Box 3928	Beaumont	TX	77704
P30101525.027 P31001558.009	Martha Clemmons Doherty	10433	61 Border Rd	Holbrook	MA	02343
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	Daniel G Donovan III	08247	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	James J Donovan	08248	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	Maeve E Duncan	08249	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098
P33501765.001 P19800417.010	Haynes Family Trust	10366	Lanny Haynes, Successor Trustee P O Box 2117	Austin	TX	78768-2117
P19800417.010 P33501765.001	Lanny Haynes & Suzanne Haynes	10367	Haynes P O Box 2117	Austin	TX	78768-2117
P19800417.005	Margaret Ann Richardson Hight	09776	2800 Waymaker Way, Unit 64	Austin	TX	78746
P30101525.027 P31001558.009	2012 HRH, LLC	10387	P O Box 150121	Lufkin	TX	75915-0121
P30101525.027 P31001558.009	H S Lanier	10385	5607 Sylmar	Houston	TX	77081-7426
P30101525.027 P31001558.009	Nelda Powell Lanier	13595	P O Box 457	Jasper	TX	75951
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	Michael Lenehan	08246	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098

SCHEDULE 3.6(b)

Lease #	Lease Name		Address	City	State	Zip
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	Nena Donovan Levine	12377	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098
P30101525.027 P31001558.009	Nancy Clemmons Marco	10432	2631 Aloe Ave	Coconut Creek	FL	33063
P25601441.002 P34801910.001 P22301304.001 P29501502.001 P29501503.001 P22301375.003 P25601165.005 P14801462.001 P22301375.004 P22300445.002 P35101921.001 P19700204.001 P14800208.001 P34801912.001 P34801939.001 P34801938.001 P34801913.001 P34801909.001 P34001903.001 P34001904.001 P34001905.001	Mil-vid Propertes Inc. A-152 Tr.25	08280	3827 Phelan Blvd P.M.B. 107	Beaumont	TX	77707
P22300445.005 P22301304.002 P29401498.003 P29501919.002 P29501937.001	Eve D Nelson	11176	c/o The Northern Trust Company Attn: David J. Parker, Sr. VP 2701 Kirby Dr	Houston	TX	78098
P22300445.003 P22301375.001 P25300957.002 P25601165.011 P29401498.002 P34801910.002 P34801939.002 P25601908.001 P34001903.002 P34001904.002 P34001905.002 P35101921.003	Pearlstone Energy Partners LLC	09434	Attention: Mark W. Young 1460 Main Street, Suite 245	Southlake	TX	76092
P19800417.004	Arthur Richardson III	09975	137 Magnolia Courtyard	Houma	LA	70364
P19800417.042 P30101525.056	White Birch LP	10460	16610 Dallas Pkwy, Ste 2500	Dallas	TX	75248
P30101525.027 P31001558.009	Betty M Wiggins	10441	422 CR 1170	Cooper	TX	75432
P14000001.001	Eleanor H. Vallhonrat	n/a	13418 Northshore Drive	Montgomery	TX	77356
P14000001.002 P14000001.003	S L Herold Group LLC	16937	Attn: Paul Samuel Vallhonrat 6510 Connie Lane	Colleyville	TX	76034
P19200437.001	Herold and Geneux	n/a	333 Texas Street, Suite 1406	Shreveport	LA	71101-3679
P14000001.004	Taylor L. Caffery	07407	5420 Corporate Blvd., Suite 101	Baton Rouge	LA	70808
P14000002.001 P14000140.001	Kyle/Peterman Management Corporation	06545	P O Box 3644	Lafayette	LA	70502
P14000003.001	Cotten Land Corporation	06462	P O Box 592	Franklin	LA	70538
P14000003.002	Venture Partners, Ltd.	06495	Attn: Mark Langford P O Box 203029	Dallas	TX	75230-3029
P14000003.003	HGFLT, L.L.C.	06494	1001 Fannin, Suite 4670	Houston	TX	77002
P14000003.004	Goodrich Land & Energy, L.L.C.	06493	1001 Fannin, Suite 4670	Houston	TX	77002
P14000003.005	Magnolia 23 Properties, LLC	14011	1502 Augusta, Suite 250	Houston	TX	77057
	Tamara Cocke Jenkins	06855	919 Milam, Suite 1910	Houston	TX	77002
P14000003.006	Fielding L. Cocke	06846	919 Milam, Suite 1910	Houston	TX	77002
P36301704.000	Onager, L.L.C.	17690	c/o Stephen O. Scandurro 607 St. Charles Avenue	New Orleans	LA	70130-3411
P36301706.000	Trebuchet, L.L.C.	17691	c/o Sara Scandurro 254 Garden Road	River Ridge	LA	70123

SCHEDULE 3.6(b)

Lease #	Lease Name		Address	City	State	Zip
P37001711.000	Carolyn C. LeBlanc, Individually & as Agent for Gareth LeBlanc, Nathan Carmadelle, Gustave W. Carmadelle, Jr., Laurence C. Chantrey and Margaret C. Guidry	17803	P O Box 428	Lafitte	LA	70067-0428
	Sidney D. Torres, III, Agent for the Arlene and Joseph Meraux Charitable Foundation	n/a	8301 West Judge Perez Drive, Suite 303	Chalmette	LA	70043-1656
	Ewell C. Potts, III, Agent for the Succession of Ann Pearson Potts (a/k/a Katherine Ann Pearson Potts)	17808	7216 West Judge Perez Drive	Arabi	LA	70032-1628
	Stephen O. Scandurro, Agent for Phlogiston Partners, LLC	n/a	147 Keating Drive	Belle Chasse	LA	70037-1629
P31900032.001	San Francisco Ballet Endowment Foundation	16365	455 Franklin St	San Francisco	CA	94102-4438
P31900032.001	Asian Art Museum Foundation of San Francisco	16366	200 Larkin St	San Francisco	CA	94102-4734
P31900032.003	Wells Fargo Bank NA, Trustee of Trust est. u/w/o Sidney L. Schwartz, deceased, fbo the issue of Marie Louise Barnston	13831	P O Box 5383	Denver	CO	80217
	Wells Fargo Bank NA, Trustee of Trust est. u/w/o Sidney L. Schwartz, deceased, fbo Darcy Pillar	13830	P O Box 5383	Denver	CO	80217
	Wells Fargo Bank NA, Trustee of Trust est. u/w/o Sidney L. Schwartz, deceased, fbo Scott Christopher Pillar	13829	P O Box 5383	Denver	CO	80217
P31900032.007	Farmers National Company, Agent for Mt. Zion Hospital & Medical Center, aka UCSF Mt. Zion Hospital & Medical Center, A part of the Regents of the University of California	15981	P O Box 3480	Omaha	NE	68103-0480
P31900032.009	San Francisco Opera Association	14297	301 Van Ness Avenue	San Francisco	CA	94102
P31900032.010	San Francisco Conservatory of Music	14182	50 Oak Street	San Francisco	CA	94102
P31900032.001	San Francisco Symphony	14611	201 Van Ness Ave, Davies Symphony Hall	San Francisco	CA	94102
P31900032.011						
P31900032.012	City National Bank, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo M E Arens (Tre 92477)	13816	555 FS Flower Street, 10th Floor	Los Angeles	CA	90071
P31900032.012	City National Bank, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo M G Curley (Tre 92477)	13818	555 FS Flower Street, 10th Floor	Los Angeles	CA	90071
P31900032.012	City National Bank, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo R L Gump (Tre 92477)	13820	555 FS Flower Street, 10th Floor	Los Angeles	CA	90071
P31900032.012	City National Bank, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo Suzanne Gump (Tre 92477)	13821	555 FS Flower Street, 10th Floor	Los Angeles	CA	90071
P31900032.012	BOKF, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo Antoinette Amorteguy	13817	P O Box 1588	Tulsa	OK	74101
P31900032.012	Bank of the West, Successor Trustee of the Testamentary Trust est. u/w/o Abraham L. Gump, Deceased, fbo Marilyn Gump	13819	P O Box 1588	Tulsa	OK	74101
P31900032.015	Jewish Community Federation of San Francisco	15790	121 Steuart Street	San Francisco	CA	94105
P22601318.000	The Louisiana Land and Exploration Company		Post Office 7097	Houma	LA	70361
P22601380.000	The Louisiana Land and Exploration Company Attn: Land Manager, Gulf Coast Bus Unit North		P O Box 2197	Houston	TX	77252-2197

Schedule 3.7

Taxes

Schedule 3.7

Taxes

A typical periodic audit is currently being performed by the State of Louisiana relative to oil and gas severance taxes for the period 2012 – 2014 and no final results have been determined at this time.

Schedule 3.8

Non-Operated Wells; Temporarily Abandoned Wells

Schedule 3.8				
Non-Operated Wells				
	Operator	Well Name	API No.	
	Hilcorp	Austin Linscomb Well No. 1	42-361-30946	
	Hilcorp	Hagler BP Fee #1	42-361-30933	
Shut-In or Temporarily Abandoned Wells				
	Prospect	Well Name	API No.	Status
	BARRACUDA #2	MVP A-364 #2	42-241-30809	Shut-In
	AKULA #1	MIL-VID PROP A-152 OIL UNIT #1	42-241-30763	Shut-In
	FLIPPER #2	MVP 'A-152' GAS UNIT #2	42-241-30812	Temporarily Abandoned
	FLIPPER #4	MVP A-376 #1	42-361-30928	Shut-In
	FLIPPER #5	MVP 'A-152' GAS UNIT #4	42-241-30836	Temporarily Abandoned
	FLIPPER #6H	MVP 'A-152' GAS UNIT #5H	42-361-30950	Temporarily Abandoned
	DORY	MVP A-364 #1	42-241-30804	Shut-In
	OSCAR	BP AMERICA 'A-435' #1	42-241-30780	Shut-In
	CHARLIE TUNA #1	Charlie Tuna #1	42-241-30811	Shut-In
	PERRY #2	MVP A-82 #1	42-361-30926	Temporarily Abandoned
	ORION	SL 3770 #1	Serial No. 88824	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	ORION	SL 3770 #1-D	Serial No. 90409	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	VIRGO MID	SL 12806 #1-D	17-726-20391-00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	SQUID	VU 2; SL 14217 #3	Serial No. 216597	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	HARVEST	SL 16569 #3	Serial No. 226346	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	PERSEUS	VU B; SL 17691 #1	17-726-20554 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	CETUS	SL 17861 #1	Serial No. 228780	SHUT-IN PRODUCTIVE -NO FUTURE UTILITY
	TAURUS II	SL 18549 #1	Serial No. 233610	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	JUPITER 1	VU D; SL 19050 #1	17-726-205-77 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	JUPITER 2	VU D; SL 19050 #2	17-726-205-83 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	VIRGO NORTH	UV 3B RA VUA; SL 19051 #1	17-726-205-83 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	ORION	SL 4772 #1	17-726-00300	TEMPORARILY ABANDONED
Wells subject to governmental order to plug and abandon				
	Operator	Well Name	Serial Number	Compliance Date
	Century	SL 17861 #1	228780	1-Apr-16

Schedule 3.13(a)

Imbalances

Schedule 3.13(a)

Imbalances

On the VUC; SL 17860 #2 well (Virgo Deep Prospect), Fieldwood and Talos take their gas production in-kind. As of 9/30/15, a total of \$9,792.14 is owed by Seller of which \$9,506.21 is due to Talos and \$285.93 is due to Fieldwood.

Schedule 3.14(a)

Outstanding AFEs

Schedule 3.14(a)

Outstanding AFEs

Century Exploration Houston, LLC (“CEH”) received a well proposal from Lakeside Energy Partners, Ltd. on the Tweety Bird Prospect accompanied with an AFE on October 15, 2015. The Joint Operating Agreement for this prospect provides for thirty (30) days as the election period in which CEH can give notice of its election to participate. The estimated cost of the test well is \$5,405,000 and CEH’s 75% share of the estimated cost is \$4,053,750 should CEH elect to participate.

Schedule 3.14(b)

Past Due Cash Calls

Schedule 3.14(b)

Past Due Cash Calls

None

Schedule 3.17

Employee Benefits

Schedule 3.17

Employee Benefits

Benefit Plan & Provider(s)

Medical and Rx Insurance - Anthem

Dental Insurance - Guardian

Vision Insurance - Guardian

The Cafeteria Plan (Flexible Spending Accounts and Voluntary Products) - WageWorks and FLAC

Life Insurance - Guardian

Accident Death and Dismemberment Insurance - Guardian

Long-Term Disability - Guardian

401(k) Retirement Savings - CMC Interactive/Charles Schwab

Workers' Compensation - Great American Insurance

After Payout Overriding Royalty Program – Seller administrates

Schedule 3.18

Non-Consent Operations

Schedule 3.18

Non-Consent Operations

1. Seller is a non-consenting party to the drilling of the Austin Linscomb No. 1 well and has no present interest in this well. The operating agreement for this well has a 500% recoupment penalty and the well is not expected to reach this level of recoupment.
2. Under the terms of the operating agreement for the Phineas #4 well, Cimarex Energy Company, Lakeside Energy Partners, Ltd., Champion Exploration, LLC and BGI Gulf Coast, LLC non-consented the drilling of the Phineas #4 well. Although this well is not expected to reach the 500% recoupment penalty amount attributable to the non-consenting parties' interests, Seller's interest in this well will be reduced in accordance with the operating agreement should the 500% non-consent penalty be recouped.

Schedule 3.19

Suspense Funds

Schedule 3.19
Suspense Funds

Owner	Owner Name	Owner Net
00101	JEFF T. CRAYCRAFT	\$ 2,274.25
00102	HOWARD A. SETTLE	\$ 2,274.25
00206	MARK J. WOJNA	\$ 2,274.25
01409	MICHAEL J. WILLIS	\$ 2,274.25
01528	Elizabeth A. Barr	\$ 2,274.25
02299	DAVID A. SEAY	\$ 2,274.25
03288	JON A. RICHARDS	\$ 2,274.25
03471	THE ALLAR COMPANY	\$ 7,487.27
06693	DONNA MILLS	\$ 1,137.12
07700	Lobo Oil & Gas LLC	\$ 44.56
07703	Cynthia L Coffman	\$ 16.54
07947	Donald F Mioton III	\$ 22,790.01
08246	Michael Lenehan	\$ 467.94
08247	Daniel G Donovan III	\$ 156.00
08248	James J Donovan	\$ 156.00
08249	Maeve E Duncan	\$ 156.00
09192	THOMAS C BERGEON	\$ 2,274.25
10420	Dwayne Maurice Talbot Jr	\$ 4,131.79
10421	Jean Dooling Brown, Ind & as	\$ 25,855.34
10428	David H Johnston Trustee	\$ 17,782.44
10464	Karolyn Riley Caldwell	\$ 1,478.07
10472	Ralph W Neill	\$ 760.97
10519	B Red Inc	\$ 1,596.89
10749	Stanco Land Management LLC	\$ 9.71
10873	Donny Hue Dickey	\$ 602.76
10874	Matthew Douglas Dickey	\$ 561.45
10875	James Edward Dickey	\$ 561.45
10876	Melanie Rose Kitchens	\$ 561.45
10877	Monica L Bishop	\$ 561.45
10878	Angela G Grupp	\$ 280.78
10969	Tiffany A Grupp Trust	\$ 280.78
11064	First Baptist Church of Donna Texas	\$ 432.53
11176	Eve D Nelson	\$ 467.94
11204	Bernhard Trust B	\$ 1.38
11217	David N Nutt	\$ 1.93
11250	Tiger - Pat Riley #1 Suspense	\$ 95,282.35
11950	Eleanor Katherine Hager	\$ 14,706.29
11976	William James Brachen	\$ 15,434.36
11977	E C Smith	\$ 15,434.36
11978	Rosalie Hooks	\$ 5,048.42
11982	Lee S Smith Jr	\$ 15.18
11983	Mark Lynn Smith	\$ 499.02
11984	Gary Dean Smith	\$ 499.02

Schedule 3.19
Suspense Funds

Owner	Owner Name	Owner Net
11985	Jessie Hooks Jr	\$ 5,127.61
11988	Georgia N Penick	\$ 781.44
11989	Jane Wier Jeffris	\$ 781.44
11990	Mazie E McLellan Will	\$ 432.53
11992	Zola Thacker March	\$ 520.59
11994	Lorraine Thacker Gelatt	\$ 520.59
11995	Squire Cruse Properties LP	\$ 11,168.53
12000	Madison Dunham Lowry	\$ 21,608.29
12001	Taylor Jon Lowry	\$ 21,608.31
12002	Donna Hooks F Moore	\$ 7,573.22
12003	W Grover Hooks	\$ 7,573.22
12004	Rosa Lee Hooks Burch & W M Burch	\$ 7,573.22
12377	Nena Donovan Levine	\$ 467.94
12548	Elmer T& Frances Neill Family Trust	\$ 94.96
12614	William Gordon McNeill	\$ 8,507.59
12794	Harry H Levy III dba E S Levy & Co.	\$ 20,522.29
12842	Mary S Sierp	\$ (5.48)
12903	Diamante Enterprises LLC	\$ 2,274.25
12972	Jamie Ruth Huff	\$ 656.00
13035	ROBERT M. ROONEY	\$ 2,274.25
13233	Clint B Iles & Ann T Iles Living Tr	\$ 471.18
13235	Helen Bailes	\$ 471.18
13829	Trust f/b/o Scott Piller	\$ 178.38
13876	Lisa M Burris	\$ 6.98
13877	Daniel Arthur Collum	\$ 6.98
13889	David Cyle Murph	\$ 2.33
13899	Charisse R Presley	\$ 6.98
13900	J H Sears	\$ 839.10
13914	Della Ranne Stone	\$ 6.98
14189	GARY CESSAC	\$ 2,274.25
14827	CHMinerals LLC	\$ 1,871.84
16368	Katherine Moore Pattillo Trust	\$ 19,629.56
16536	Sharon Rees Waite	\$ 3,409.08
16849	Ronald Ray Turner	\$ 456.43
17655	E R Norwood	\$ 144.16
17658	AAL Royalty Acquisition, LLC	\$ 255.55
17729	Lynsey Jean Stogsdill	\$ 4.28
17878	Lynn Marie Norman Telger	\$ 1,130.94
17879	Darla Faye Norman Bryant	\$ 1,130.94
17880	Ronald All Coulter	\$ 452.39
17881	Donna Sue Coulter McClendon	\$ 452.39
17882	Lee Ann Coulter	\$ 452.39
17883	Donald Wayne Coulter	\$ 452.39

Schedule 3.19
Suspense Funds

Owner	Owner Name	Owner Net
17884	Jo Lynn Coulter Mullen	\$ 452.39
17885	Hazel Richardson Earl	\$ 2,261.93
17886	Margaret Hobbs	\$ 2,261.93
17887	Opal Crencell Davidson	\$ 2,261.90
17888	Cecil L Crabtree Jr	\$ 2,261.93
		\$ 417,121.10

Schedule 3.20

Payout Balances

Schedule 3.20
Payout Balances for Wells with Probable or Possible Payouts
as of September 30, 2015

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Payout Balance
Louisiana	Plaquemines	Palmetto	U-3 RA SUB; SL 21380 #1	17-075-24539	East Cox Bay Field	\$ 15,355,792.95
Louisiana	Plaquemines	Pegasus	SL 21543 #1 Well	17-726-20608	Breton Sound Blk 31 Field	\$ 23,134,116.56
Texas	Hardin	Hammerhead 2	BP America Properties, Inc. A-39 #3 Well	42-199-334-15 00	A-39, Hardin County, Texas	\$ 3,372,477.57
Texas	Hardin	Jacques 4	Jacques #4	42-199-33400	A-39 and A-21, Hardin County, Texas	\$ 1,885,824.45
Texas	Orange	Phineas 2	MVP A-183 #1	42-361-30940	A-183, Orange County, Texas	\$ 3,832,452.07
Texas	Orange	Phineas 4	MVP A-98 #1	42-361-30957	A-98, Orange County, Texas	\$ 5,530,514.80
Texas	Jasper	Flipper 7	MVP A-152 Gas Unit #6	42-241-30860	A-152, Jasper County, Texas	\$ 3,845,811.81

Schedule 3.21

Title Matters

Schedule 3.21

Title Matters

See Preferential Right(s) described in Schedule 3.6(a).

Schedule 3.22

Insurance

Summary of Insurance

11/5/2015

Century Exploration New Orleans, LLC
2015-16 Insurance Policies

Coverage	Effective Date	Underwriter(s)	Limit	Deductible
General Liability	3/1/15-16	Gemini Insurance Company through JH Blades & Co., Inc.	\$1,000,000 Each Occurrence	\$50K Offshore, Statewater, & Inland Waterways
USLH/MEL	3/3/15-16	American Longshore Mutual Association through The American Equity Underwriters, Inc.	\$1,000,000 Each Accident	\$0 Land \$0
Workers Compensation	3/3/15-16	Great American through The American Equity Underwriters, Inc.	\$1,000,000 Each Accident \$1,000,000 Each Employee Disease \$1,000,000 Disease Policy Limit	\$0
\$25,000,000 Umbrella Liability	3/1/15-16	Gemini Insurance Company through JH Blades & Co., Inc.	\$25,000,000 Each Occurrence	\$50,000 Self Insured Retention
\$25,000,000 x \$25,000,000 Umbrella Liability	3/1/15-16	Gotham Insurance Company through Prosgnit Specialty Management Company, Inc.	\$25,000,000 Each Occurrence	\$0
Boiler & Machinery	3/1/15-16	The Travelers Indemnity Company of Connecticut	\$6,000,000 Per Breakdown	Property/ Extra Expense \$1,000 Utility Interruption 24 Hours
Inland Marine/Related Property	3/1/15-16	AGCS Marine Insurance Company	Catastrophe Limit : \$9,350,300	\$2,500 for the following locations: • 3838 North Causeway Suite 3150, Metairie, LA 70002 • 1401 Commercial Way, Suite 100 Bakersfield CA 93309 \$5,000 for all other locations \$100,000 (100%) each incident, all covered offshore facilities combined.
OPA Liability	2/15/15-3/1/16	Lloyds through RKH Marine & Energy	\$35,000,000	
\$10,000,000 Director and Officer Liability	3/31/15-16	AIG Property Casualty	\$10,000,000 D&O \$10,000,000 EPL \$10,000,000	\$100,000 Securities Retention (D&O) \$50,000 All Others (D&O) \$50,000 (EPL) \$0
\$10,000,000 Excess Director and Officer Liability	3/31/15-16	Chubb Specialty Insurance		
Flood	11/7/14-15	Nationwide Insurance Company through Harleysville	\$500,000	\$1,000
		Lloyds through RKH Marine & Energy	SECTION I Drilling, Workover and Producing Wells: \$35,000,000 CSL Area 2 Wet (Including Palmetto wells) and Area 3 Wells, but \$50,000,000 CSL Area 2 Wet and Area 3 Wells deeper than 10,000' TVD However, \$75,000,000 CSL Area 2 Wet and Area 3 Drilling Wells with AFE > \$15,000,000 US Fire Insurance Company/Crum & Forster \$100,000,000 CSL Area 2 Wet and Area 3 Drilling Wells with AFE > \$20,000,000	In respect of All Perils other than Named Gulf of Mexico Windstorm: SECTION I \$500,000 each and every occurrence in respect of Area 2 Wet and Area 3 Wells. Care, Custody and Control: \$100,000 each occurrence.
		Lloyds through IR Underwriting Services, Inc.	Shut-In and Temporarily Abandoned Wells: \$5,000,000 CSL Care, Custody and Control:	

11/5/2015

Century Exploration New Orleans, LLC
2015-16 Insurance Policies

<i>Offshore Energy Package</i>	Liberty International Underwriters	\$10,000,000 with a sub-limit of \$7,500,000 in respect of unsound location.	
	5/1/15-16		
<i>Onshore Energy Package</i>			
	Burnett & Company Inc	\$5,000,000 C.S.L. – Area I wells 0-5,000’ \$ 10,000,000 C.S.L. – Area I wells over 5,000’ and all Area II wells up to 10,000’ \$ 20,000,000 C.S.L. – Area II wells over 10,000’	\$ 100,000 Areas I & II Producing / Shut in Wells
		\$ 1,000,000 Care, Custody & Control	\$ 50,000 Care, Custody, & Control Except
<i>Cargo/Equipment</i>	Lloyds through RKH Marine & Energy;	\$6,500,000 Any one Occurrence	\$50,000 Each Occurrence, but \$100,000 Each Occurrence in respect of items valued above \$1,000,000 or Named Windstorm
	9/19/2015-16		\$0
<i>Non-Owned Aviation</i>	Federal Insurance		
	Total		

SECTION II

Deductible:

\$250,000 each occurrence, but
\$100,000 each occurrence in respect of Caissons, Pipelines, Equipment and Oil in Store/Pipeline

Except in respect of Total Loss and/or Constructive Total Loss which payable in full.

Sections 1 and 2 are subject to an additional retention of \$500,000 for Insured's interest any one occurrence and in the annual aggregate (after erosion of which the above risk retentions apply any one occurrence).

Named Gulf of Mexico Windstorm:

\$6,500,000 Sections I & II Each Occurrence.
In addition Plugging and Abandonment Expenses recoverable hereon shall be excess of the scheduled estimated cost to plug and abandon each and every well.

Schedule 3.23

Related Party Transactions

Schedule 3.23

Related Party Transactions

Century Exploration Houston, LLC granted Century Exploration New Orleans, LLC a license to the JASPO and River's Edge 3-D seismic surveys by License Agreement effective January 1, 2015

Schedule 4.5

Approvals

Schedule 4.5

Approvals

None.

Schedule 6.1

Permitted Operations, Actions by Seller

Schedule 6.1

Permitted Operations, Actions by Seller

I.

Seller is hereby permitted and allowed to let oil and gas leases in the following Prospects/Areas expire by non-payment of delay rentals:

Clio Prospect in Louisiana
 Elbert Prospect in Nebraska
 Leases covering lands in New Mexico
 Leases covering lands in California
 Sagittarius Prospect in Louisiana

II.

Seller is hereby permitted and allowed to enter into a farmout agreement with a to be named Farmee on the Tweety Bird, Leghorn, Foghorn and Yosemite Prospects for terms no less favorable than the following:

The Farmee would allow Century, or its successor, an option to elect one of the following options prior to the drilling of the Test well for the Tweety Bird Prospect.

Farmout Scenario with No Century Participation - Tweety Bird Test Well

	<u>WI BCP</u>	<u>WI ACP</u>	<u>NRI BPO</u>	<u>NRI APO</u>
Century	0.00%	18.75%	14.06%	13.78%
Farmee	75.00%	56.25%		
Lakeside	<u>25.00%</u>	<u>25.00%</u>		
	100.00%	100.00%		

Farmout Scenario with Century Participation - Tweety Bird Test Well

	<u>WI BCP</u>	<u>WI ACP</u>	<u>NRI BPO</u>	<u>NRI APO</u>
Century	25.00%	37.50%	28.13%	27.56%
Farmee	50.00%	37.50%		
Lakeside	<u>25.00%</u>	<u>25.00%</u>		
	100.00%	100.00%		

Should the Tweety Bird test well be drilled to a depth sufficient to test the Dy2 and Cook Mountain targets, the Farmee, will earn the ACP WI set forth above for the applicable option in Tweety Bird and the other

3 prospects. Subsequent wells would be drilled ground floor under the terms of a JOA.

III.

Seller shall be allowed to exercise its right to participate in the Tweety Bird well proposal received from Lakeside Energy Partners, Ltd. on October 15, 2015. The Joint Operating Agreement for this prospect provides for thirty (30) as the election period in which CEH can give notice of its election to participate. The estimated cost of the test well is \$5,405,000 and CEH's 75% share of the estimated cost is \$4,053,750 should CEH elect to participate.

Schedule 6.9(a)

Desired 365 Contracts

Schedule 6.9(a)							
Desired 365 Contracts							
CONTRACTS							
Area	File Number	Prospect	Agreement Type	Agreement	Party 1	Party 2	
TX	CP00000676	Admin	Participation and Exploration Agreement, as amended	6/1/2005	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. RAAM Global Energy Company RAAM Exploration Company	
TX	CP00000775	Admin	Confidentiality Agreement	9/4/2014	Century Exploration Houston, LLC	BTA Oil Producers, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	9/9/2014	Century Exploration Houston, LLC	Nexus Energy Ventures, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	10/27/2014	Century Exploration Houston, LLC	Rockdale Energy, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	7/3/2014	Century Exploration Houston, LLC	Sklar Exploration Company, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	9/4/2014	Century Exploration Houston, LLC	LLOTO, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	9/12/2014	Century Exploration Houston, LLC	Seidler Oil and Gas Operating, LLC	
TX	CP00000775	Admin	Confidentiality Agreement	8/13/2014	Century Exploration Houston, LLC	White Marlin Oil and Gas Company, LLC	
TX	CP00001292	Admin	Participation and Exploration Agreement, as amended	1/1/2011	Century Exploration Houston, Inc.	RAAM Global Energy Company Lakeside Energy Partners, Ltd.	
TX	CP00001505	Admin	Master Gas Purchase Agreement	4/1/2013	Houston Pipe Line Company, L.P.	Century Exploration Houston, LLC	
TX	CP00001760	Admin	Asset Sale Agreement	4/28/2015	Century Exploration Houston, LLC Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.	Centana Intrastate Pipeline, LLC	
TX	CP00001760	Admin	Gas Purchase Contract	4/1/2015	Century Exploration Houston, LLC	Centana Intrastate Pipeline, LLC	
TX	CP00001760	Admin	Assignment, Assumption and Bill of Sale	4/28/2015	Century Exploration Houston, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.	Centana Intrastate Pipeline, LLC	
TX	CP00001760	Admin	Grant of Easement and Right-of-Way for Pipeline	4/29/2015	Century Exploration Houston, LLC	Centana Intrastate Pipeline, LLC	

Schedule 6.9(a)							
Desired 365 Contracts							
CONTRACTS							
TX		CP22300989	Akula	Joint Operating Agreement	6/5/2008	Century Exploration Houston, LLC	Champion Exploration, LLC TechXplore Participation I, Ltd.
TX		CP22301793	Akula	Salt Water Handling & Disposal Agreement	1/24/2014	Century Exploration Houston, LLC	Champion Exploration, LLC TechXplore Participation I, Ltd.
TX		CP14800773	Akula	Agreement to Lease or Participate	9/13/2007	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX		CP14800773	Akula	Side Letter Agreement	7/1/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX		P22300445.001	Akula	Side Letter Agreement	11/18/2008	Century Exploration Houston, Inc.	The Allar Company
TX		CP20701153	Barracuda	Joint Operating Agreement	9/18/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX		CP20701169	Barracuda	Joint Operating Agreement	8/1/2010	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX		CP35101719	Big Thicket	Pipeline System Operating Agreement	8/12/2014	Century Exploration Houston, LLC	Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.
TX		CP35101720	Big Thicket	Construction and Reimbursement Agreement	11/1/2014	Century Exploration Houston, LLC	Choice Exploration Inc.
TX		CP35101720	Big Thicket	Gas Gathering Agreement	11/21/2014	Century Exploration Houston, LLC	Choice Exploration Inc.
TX		CP19400990	Black Tip	Joint Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
TX		CP36801631	Bugs Bunny	Joint Operating Agreement	3/1/2014	Century Exploration Houston, LLC	Lakeside Energy Partners Participation, Ltd.
TX		CP28101170	Charlie Tuna	Joint Operating Agreement	9/10/2010	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX		CP26001115	Dory	Joint Operating Agreement	1/4/2010	Century Exploration Houston, Inc.	Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd.
TX		CP26001152	Dory	Joint Operating Agreement	1/4/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX		CP32701544	Doty Deep	Operating Agreement, as Amended	8/1/2012	Hilcorp Energy Company	Century Exploration Houston, LLC Lakeside Energy Partners Participation Ltd. Hilcorp Energy I, L.P.

Schedule 6.9(a)							
Desired 365 Contracts							
CONTRACTS							
TX	CP31001270	Edgewater	Geophysical Survey and Exploration Agreement, as Amended	8/8/2011	Cimarex Energy Co.	Century Exploration Houston, Inc.	
TX	CP31001335	Edgewater	Letter Agreement	1/24/2012	Orgain Bell & Tucker, LLP	Century Exploration Houston, LLC	
TX	CP31001355	Edgewater	Basic Agreement	2/15/2012	Century Exploration Houston, LLC	Boone Exploration, Inc.	
TX	CP31001355	Edgewater	Supplemental Agreement No.1	2/13/2012	Century Exploration Houston, LLC	Boone Exploration, Inc.	
TX	CP31001375	Edgewater	Texas Antiquities Permit #6215	3/28/2013	Texas Parks and Wildlife Department	Century Exploration Houston, LLC Dixie Environmental Services Co., LP	
TX	CP31001408	Edgewater	Permit to conduct a 3-D Seismic Survey and Data License Agreement	5/1/2012	Choice Exploration Inc.	Century Exploration Houston, LLC	
TX	CP31001401	Edgewater	Farm-out Agreement	6/1/2012	Bold Minerals II, LLC	Century Exploration Houston, LLC	
TX	CP31001401	Edgewater	Term Partial Assignment of Oil, Gas and Mineral Leases	6/1/2012	Bold Minerals II, LLC	Century Exploration Houston, LLC	
TX	CP31001682	Edgewater	License Agreement for Use of Proprietary Data (Portion of Rivers Edge 3-D Seismic Survey)	3/28/2013	Century Exploration Houston, LLC	Cimarex Energy Co.	
TX	CP31001682	Edgewater	License Agreement for Use of Proprietary Data (Portion of JASPO 3-D Seismic Survey)	3/28/2013	Century Exploration Houston, LLC	Cimarex Energy Co.	
TX	CP25601108	Flipper	Joint Operating Agreement, as Amended	1/5/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P. Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd.	
TX	CP25601501	Flipper 4	Joint Operating Agreement	6/4/2012	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC	
TX	CP35901549	Foghorn	Joint Operating Agreement	8/20/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.	
TX	CP19600988	Hammerhead	Joint Operating Agreement, as Amended	4/26/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Champion Exploration, LLC	
TX	CP30101383	Jacques	Joint Operating Agreement	9/22/2011	Century Exploration Houston, LLC	TechXplore Participation I, Ltd.	
TX	CP30101477	Jacques	Farmout Agreement	2/25/2013	Exxon Mobil Production Company	Century Exploration Houston, LLC	
TX	CP30101516	Jacques	Joint Operating Agreement	1/1/2013	Century Exploration Houston, LLC	SKH Energy Fund, L.P.	

Schedule 6.9(a)							
Desired 365 Contracts							
CONTRACTS							
TX		CP14801136	JASPO	Seismic Data License Agreement	5/7/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX		CP14801135	JASPO	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Edward H. Green
TX		CP14801136	JASPO	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX		CP36001552	Leghorn	Joint Operating Agreement	8/22/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX		CP35801551	Magoo	Joint Operating Agreement	8/16/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX		CP35301612	Neches West	Joint Operating Agreement	2/1/2014	Cimarex Energy Co.	Century Exploration Houston, LLC Lakeside Energy Partners Participation Ltd.
TX		CP27201105	Oscar	Joint Operating Agreement	12/10/2009	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P. Champion Exploration, LLC TechXplore Participation I, Ltd.
TX		CP27201122	Oscar	Interconnect Agreement	2/23/2010	Houston Pipe Line Company, L.P.	Century Exploration Houston, Inc.
TX		CP27201122	Oscar	Interconnect Agreement, Amendment, Restatement and Replacement	3/18/2010	Houston Pipe Line Company, L.P.	Century Exploration Houston, Inc.
TX		CP29501271	Perry	Perry Prospect Participation Agreement	8/8/2011	Century Exploration Houston, Inc.	Champion Exploration, LLC
TX		CP29501502	Perry	Joint Operating Agreement	7/20/2011	Century Exploration Houston, LLC	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC
TX		CP34001467	Phineas	Joint Operating Agreement	6/12/2012	Century Exploration Houston, LLC	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC Lakeside Energy Partners Participation Ltd.

Schedule 6.9(a)							
Desired 365 Contracts							
CONTRACTS							
TX	CP34801485	Phineas 2	Joint Operating Agreement and Amendment	4/1/2013	Century Exploration Houston, LLC	Cimarex Energy Co. TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC Lakeside Energy Partners Participation Ltd.	
TX	CP34801594	Phineas 2	Farmout Agreement	12/30/2013	Cimarex Energy Co.	Century Exploration Houston, LLC	
TX	CP00001641	River's Edge	Confidentiality Agreement	5/14/2014	Century Exploration Houston, LLC	Samson Exploration, LLC	
TX	CP00001641	River's Edge	Confidentiality Agreement	5/27/2014	Century Exploration Houston, LLC	Castex Energy, Inc.	
TX	CP00001641	River's Edge	Confidentiality Agreement	5/20/2014	Century Exploration Houston, LLC	R Lacy Services, Ltd.	
TX	CP00001641	River's Edge	Confidentiality Agreement	7/11/2014	Century Exploration Houston, LLC	D3 Energy LLC	
TX	CP35001611	Roadrunner	Prospect Dissolve Letter Agreement	3/20/2014	RAAM Global Energy Company	Lakeside Energy Partners, Ltd.	
TX	CP31101332	Sebastian	Joint Operating Agreement	10/1/2011	Century Exploration Houston, LLC	Lakeside Energy Partners, Ltd.	
TX	CP20601112	Thresher	Facilities Agreement	9/11/2007	Houston Pipe Line Company, L.P.	Louisiana Gas Development Corporation	
TX	CP14800794	Tiger	Approval of the Plan of Operations for Cable-only 3D Seismic Survey	11/1/2005	United States Dept. of the Interior	Century Exploration Houston, Inc.	
TX	CP14800820	Tiger	Seismic Data License Agreement	1/19/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P.	
TX	CP14801134	Tiger	Seismic Data License Agreement	2/6/2007	Century Exploration Houston, Inc.	BP America Production Company	
TX	CP19800857	Tiger	Farmin Agreement	4/6/2007	ExxonMobil Corporation	Century Exploration Houston, Inc.	
TX	CP19800856	Tiger	Purchase and Sale Agreement	4/27/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P.	
TX	CP19800897	Tiger	Joint Operating Agreement	5/10/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P. Antares Exploration Fund, L.P.	
TX	CP14801044	Tiger	Seismic Data License Agreement	6/13/2007	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.	
TX	CP19801155	Tiger	Joint Operating Agreement	12/25/2007	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.	
TX	CP19800923	Tiger	Interconnect Agreement	1/11/2008	Louisiana Gas Development Corporation	Century Exploration Houston, Inc.	
TX	CP14801135	Tiger	Side Letter Agreement	5/7/2010	Century Exploration Houston, Inc.	Edward H. Green	
TX	CP14801136	Tiger	Seismic Data License Agreement	5/7/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.	
TX	CP14801135	Tiger	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Edward H. Green	
TX	CP14801136	Tiger	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.	
TX	CP35501553	Tweety Bird	Joint Operating Agreement	6/1/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.	
TX	CP36701633	Tweety Bird East	Joint Operating Agreement	3/1/2014	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.	

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Desired 365 Contracts							
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TX		CP36101550	Yosemite	Joint Operating Agreement	8/18/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX				Master Purchase Agreement	8/1/2011	Century Exploration Houston, LLC	Houston Pipe Line Company, L.P.
TX		CP31101794	Sebastian	Marketing Agreement	2/15/2012	Laser Midstream Co., LLC	Century Exploration Houston, LLC
TX		CP00001795	Admin	Crude Contract	Contract No. 4683	Eastex Crude Company	Century Exploration Houston, LLC
TX		CP00001796	Admin	Natural Gas Liquids Contract	12/7/2011	Dufour Petroleum, L.P.	Century Exploration Houston, LLC

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NM		CP23501218	Cuervo	Purchase & Sale Agreement	4/1/2011	SWEPI LP	Century Exploration Resources, Inc.
NM		CP23501220	Cuervo	Base Contract for Sale and Purchase of	9/7/2010	Century Exploration Resources, Inc.	Prometheus Energy Group, Inc.
NM		CP23501254	Cuervo	Joint Operating Agreement	4/1/2011	SWEPI LP	Century Exploration Resources, Inc.
CA		CP28401448	Bloemer	Gas Treating and Purchase Agreement	11/1/2012	Century Exploration Resources, LLC	Seneca Resources Corporation
OK		CP29701484	Kay-OK	Purchase & Sale and Participation Agree	1/6/2011	Performance Energy Resources, LLC	Maxim Energy Corporation Century Exploration Resources, LLC
OK		CP31401253	Osage	Farmout and Lease Assignment Agree	6/13/2011	Century Exploration Resources, Inc.	Performance Energy Resources, LLC Performance Operating Company, LLC
NE		CP35401520	Elbert	Purchase and Sale Agreement (1st)	8/15/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE		CP35401558	Elbert	Amendment of Purchase and Sale Agree	10/1/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE		CP35401559	Elbert	Second Amendment to Purchase and Sa	10/7/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE		CP35401558	Elbert	Letter Agreement	10/7/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE		CP35401561	Elbert	Purchase and Sale Agreement (2nd)	10/9/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE		CP35401562	Elbert	Purchase and Sale Agreement (3rd)	10/9/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
LA		CP19200752	Bayou Postillion South	Joint Operating Agreement	7/11/2006	Century Exploration Houston, Inc.	Penn Virginia Oil & Gas, L.P. Brigham Oil & Gas, L.P.
LA		CP19200995	Bayou Postillion South	Joint Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA		CP14000604	Bayou Postillion	Farmout Agreement	11/1/2004	Sandalwood Oil & Gas, L.P.	Century Exploration Houston, Inc.
LA		CP14000605	Bayou Postillion	Farmout Agreement	11/1/2004	Century Exploration Houston, Inc.	Sandalwood Oil & Gas, L.P.
LA		CP14000724	Bayou Postillion	Construction, Installation, Operation, and Maintenance Agreement	7/15/2005	Southern Natural Gas Company	Century Exploration New Orleans, Inc.

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LA	CP14000746	Bayou Postillion	Joint Operating Agreement	8/9/2005	Century Exploration New Orleans, Inc.	C. Robert Daubert	
						Grimes Energy Company	
						Harold L. Rosbottom, Jr.	
						Island Drilling, L.L.C.	
						James L. Allen	
						KIWI Energy, Ltd.	
						Lobo Oil & Gas, L.L.C.	
						Manti Sandalwood, Ltd.	
						Penn Virginia Oil & Gas, L.P.	
						Roemer Interests, Ltd.	
						Sandalwood Exploration, L.P.	
						Square Mile Energy, L.L.C.	
						Texas Standard Oil Company	
Weiser-Brown Oil Company							
Century Exploration Houston, Inc.							
LA	CP14000842	Bayou Postillion	Pipeline Agreement	2/13/2007	Kyle/Peterman Management Corporation, Agent & AIF	Century Exploration Houston, Inc.	
LA	CP14000951	Bayou Postillion	Participation Agreement	8/12/2004	Sandalwood Oil & Gas LP, LLC	Texas Standard Oil Company	
LA	CP14000951	Bayou Postillion	Operating Agreement	8/12/2004	Sandalwood Oil & Gas LP, LLC	Texas Standard Oil Company	
LA	CP14000987	Bayou Postillion	Operating Agreement	3/22/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.	
LA	CP14000994	Bayou Postillion	Operating Agreement	8/1/2008	Brigham Oil & Gas, L.P./Penn Virginia Oil & Gas, L.P.	Resource Solutions, L.L.C.	
						Century Exploration Houston, Inc.	

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LA	CP14001175	Bayou Postillion	Operating Agreement	8/12/2004	Sandalwood Exploration, L.P.	Square Mile Energy, L.L.C.	
						Rosbottom Production Company	
						D. Michael Grimes	
						Weiser-Brown Oil Company	
						Roemer Interests, Ltd.	
						James L. Allen	
						Manti Resources, Inc.	
						Island Drilling, L.L.C.	
						Texas Standard Oil Company	
						Daubert-Howell Energy, Ltd.	
						Lobo Oil & Gas, L.L.C.	
Kiwi Energy, Ltd.							
LA	CP19300747	Little Bayou Mallett	Operating Agreement	3/1/2006	Brigham Oil & Gas, L.P./Penn Virginia Oil & Gas, L.P.	Weiser-Brown Oil Company	
						Island Drilling, L.L.C.	
						Square Mile Energy, L.L.C.	
						Kiwi Energy, Ltd.	
						Sandalwood Exploration, L.P.	
						Roemer Interests, Ltd.	
						Lobo Oil & Gas, L.L.C.	
						Century Exploration Houston, Inc.	
						Daubert Oil & Gas Company	
						Tortuga Interest, Inc.	
						Heritage Oil & Gas, L.L.C.	
Harold L. Rosbottom, Jr.							
James L. Allen							
C. Robert Daubert							
Delvin R. Phelps							
Resource Solutions, L.L.C.							
LA	CP19300824	Little Bayou Mallett	Operating Agreement	1/2/2007	Brigham Oil & Gas, L.P.	Penn Virginia Oil & Gas, L.P.	
						Resource Solutions, L.L.C.	
						Century Exploration Houston, Inc.	

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LA		CP19300996	Little Bayou Mallett	Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA		CP19300997	Little Bayou Mallett	Operating Agreement	1/19/2007	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA		CP00001420	Various	Exploration Agreement	1/1/2011	Century Exploration New Orleans, LLC	Champion Exploration, LLC
TX		CP00001797	Woodlands Office	Contract for Purchase and Sale of Real Property	10/30/2003	The Woodlands Land Development Company, L.P.	Century Exploration Company
LA		CP00700636	BS 53	Voluntary Unit Agreement - Century Exploration New Orleans, Inc. - Breton Sound 53 Field - Voluntary Unit A	6/8/2005	The State Mineral Board	Century Exploration New Orleans, Inc.
							AGH Energy, LLC
							Bushhill, LP
							Haroldson L. Hunt, Jr. Trust Estate
							Hassie Hunt Exploration Company
							Hunt Petroleum (AEC), Inc.
							Lyda Hunt-Margaret Trusts - Lyda Hill
Margaret Hunt Trust Estate							
ATP Oil & Gas Corporation							
LA		CP00700390	BS 53 "A" Platform	Production Handling Agreement	12/1/2001	LLOG Exploration and Production Company	Century Exploration Company
LA		CP00700349	Orion	Assignment, Bill of Sale and Conveyance (Badger Acquisition)	6/1/2001	LLOG Exploration and Production Company	Century Exploration Company
LA		CP00700270	Orion	Exploration Agreement	1/15/2001	LLOG Exploration and Production Company	Century Exploration Company
LA		CP00800097	BS 52	Farmout Agreement	7/6/1989	Chevron U.S.A. Inc. Japex Gulf of Mexico Corp.	Century Offshore Management Corporation
LA		CP00800102	BS 52	Voluntary Unit Agreement	4/7/1993	Century Offshore Management Corporation	Settle Oil and Gas Company
							Mobil Oil Exploration & Producing Southeast, Inc.
							State Mineral Board
							Howard A. Settle
							Jonathan B. Rudney
Paul S. Horvath							
LA		CP00800103	BS 44, 45 & 52	Exchange Agreement	9/17/1991	Century Offshore Management Corporation	Mobil Exploration & Producing Southeast, Inc.

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LA		CP00800145	Breton Sound 53 "A" Platform	Production Handling Agreement	1/1/1997	Amerada Hess Corporation Freeport-McMoran Inc. Energy Development Corporation Halliburton Company	Century Offshore Management Corporation
LA		CP00800177	Breton Sound Blocks 45 & 52	Letter Agreement (Cross-Assignment Agreement)	9/7/1999	Century Offshore Management Corporation	Diasu Oil & Gas Co., Inc.
LA		CP00800409	OCS Segment 4957	Letter Agreement re: Pipeline Repair	1/17/2013	Chevron U.S.A. Inc.	Century Exploration New Orleans, Inc.
LA		CP00800409	Main Pass Blk 42	Platform Rental and Maintenance Agreement	7/1/1978	Chevron U.S.A. Inc.	Arco Pipe Line Company
LA		CP00800409	Main Pass Blk 42	Letter Agreement (Notice of Sale)	8/2/1994	Chevron U.S.A. Inc.	Arco Pipe Line Company
LA		CP00800541	Breton Sound Block 53	Purchase and Sale Agreement	12/1/2003	Walter Oil & Gas Corporation Walter Petroleum Corporation Howell Group, Ltd. ENI Oil US LLC	Century Exploration Company
LA		CP00800715	Breton Sound Block 52	Cooperative Agreement (Orphaned Platform)	4/13/2006	Office of Conservation, State of Louisiana	Century Exploration New Orleans, Inc.
LA		CP00801369	Breton Sound Block 53/Delta Pipeline	Offshore Connection Agreement	5/1/2012	Century Exploration New Orleans, LLC	Shell Pipeline Company LP
LA		CP07801026	Aquila	Purchase and Sale Agreement	1/1/2009	Century Exploration New Orleans, Inc. PXP Louisiana, LLC	Poydras Energy, LLC
LA		CP09100434	Breton Sound / Main Pass Areas	Exploration Agreement	9/1/2002	Century Exploration Company	3TEC Energy Corporation
LA		CP09101464	Breton Sound	Purchase and Sale Agreement	1/28/2013	McMoRan Oil & Gas LLC	Century Exploration New Orleans, LLC
LA		CP09101530	Breton Sound Blocks 31 & 34	Area of Interest Agreement	4/30/1997	Pel-Tex Oil Company Interpel Corp.	Richard L. Wettaw
LA		CP09101531	Breton Sound Blocks 31 & 34	Area of Interest Agreement	4/30/1997	Pel-Tex Oil Company Interpel Corp.	Philip Beron, Jr.
LA		CP09101534	Breton Sound Area	Joint Exploration Agreement	5/4/2000	3TEC Energy Corporation	Continental Resources, Inc.

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LA		CP09101534	Olympus Prospect	Operating Agreement	4/1/2000	3TEC Energy Corporation	Continental Resources, Inc.
LA		CP09101534	Beta Prospect	Operating Agreement	6/6/2002	3TEC Energy Corporation	Palace Exploration Company
LA		CP09101535	Beta Prospect	Joint Exploration Agreement	5/4/2000	3TEC Energy Corporation	Palace Exploration Company
LA		CP09101536	Olympus Prospect	Joint Exploration Agreement	4/25/2000	3TEC Energy Corporation	Andex Resources, L.L.C.
LA		CP09101619	Breton Sound / Main Pass Areas	Joint Venture Agreement	4/1/2014	Century Exploration New Orleans, LLC	Energy Resource Technology GOM, LLC
LA		CP09101674	BS Block 46	Pipeline Crossing Agreement	9/27/2011	Williams Oil Gathering, L.L.C.	Century Exploration New Orleans, Inc.
LA		CP10100886	Draco	Letter Agreement	12/20/2006	Century Exploration New Orleans, LLC	The Harvest Group, LLC
LA		CP00800188	Breton Sound Pipeline	Pipeline Purchase Agreement	7/31/1992	ARCO Pipe Line Company	Century Offshore Management Corporation
LA		CP00800188	Breton Sound Pipeline	Assignment and Bill of Sale	11/1/2000	Century Oil Company	Century Exploration Company
LA		CP10400478	Perseus	Operating Agreement	5/8/2003	Century Exploration Company	3TEC Energy Corporation
LA		CP10400625	Perseus	Production Handling Agreement	11/12/2003	Century Exploration New Orleans, Inc. PXP Louisiana, L.L.C.	Century Exploration New Orleans, Inc.
LA		CP10400679	Perseus	Voluntary Unit Agreement	12/14/2005	State Mineral Board	Century Exploration New Orleans, Inc. PXP Louisiana L.L.C.
LA		CP10400679	Perseus	Amendment to BS 45 VUB	6/13/2007	State Mineral Board	Century Exploration New Orleans, Inc.
LA		CP10500472	Taurus	Operating Agreement	3/27/2003	Century Exploration Company	LLOG Exploration & Production Company
LA		CP10500551	Taurus	Production Handling Agreement	5/15/2004	Century Exploration New Orleans, Inc.	LLOG Exploration & Production Company
LA		CP10500530	Taurus	Voluntary Unit Agreement (BS 53 UV B RA VUA; SL 17675 No. 1)	8/14/2003	State Mineral Board	Century Exploration Company LLOG Exploration & Production Company Cypress Energy Corporation ATP Oil & Gas Corporation Horvath Management Co., L.L.C.
LA		CP10700488	Aquarius	Operating Agreement	7/1/2003	Century Exploration Company	PXP Gulf Coast, Inc.
LA		CP10700510	Aquarius	Production Handling Agreement	10/17/2003	Amerada Hess Corporation	Century Exploration Company
LA		CP10700511	Aquarius	Gas Purchase Agreement	11/1/2003	Amerada Hess Corporation	Century Exploration Company
LA		CP10700512	Aquarius	Oil/Condensate Purchase Agreement	10/20/2003	Amerada Hess Corporation	Century Exploration Company

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LA		CP10700788	Aquarius	Voluntary Unit Agreement (BS 33 VUA)	2/14/2007	State Mineral Board	Century Exploration New Orleans, Inc. PXP Louisiana L.L.C. Andex Resources, L.L.C. Continental Resources, Inc.
LA		CP10900738	Virgo South	Voluntary Unit Agreement (BS 53 VU C)	7/12/2006	State Mineral Board	Century Exploration New Orleans, Inc.
LA		CP11000504	Cetus	Operating Agreement	10/8/2003	Century Exploration Company	RAAM Exploration, LLC
LA		CP11000737	Cetus	Voluntary Unit Agreement (BS 53 VU B)	7/12/2006	State Mineral Board	Century Exploration New Orleans, Inc.
LA		CP11801763	Pegasus	Pipeline Crossing Agreement	5/12/2015	Williams Oil Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA		CP14200549	Main Pass 14/15	Site Specific Trust Account No.04-03 & 04-04	4/8/2004	State of Louisiana, Office of Conservation	Century Exploration New Orleans, Inc.
LA		CP14200552	Main Pass 14/15	Agreement for Purchase and Sale	3/1/2004	Amerada Hess Corporation	Century Exploration New Orleans, Inc.
LA		CP17301648	Corvus	Voluntary Unit Agreement (BS 53 VUE)	6/1/2014	State Mineral and Energy Board	Century Exploration New Orleans, Inc.
LA		CP17400722	Taurus II	Operating Agreement	5/11/2005	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA		CP17400777	Taurus II	Production Handling Agreement	10/12/2006	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA		CP20101049	Jupiter	Voluntary Unit Agreement (BS 53 Tex W-Cris I VUB)	7/8/2009	State Mineral Board	Century Exploration New Orleans, Inc.
LA		CP20101049	Jupiter	Amendment to Voluntary Unit Agreement (BS 53 Tex W-Cris I VUB)	7/8/2009	State Mineral Board	Century Exploration New Orleans, Inc.
LA		CP20101066	Jupiter	Operating Agreement	4/12/2008	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter III, Inc.
LA		CP20101372	Jupiter	Voluntary Unit Agreement (BS 53 VUD)	3/14/2012	The State Mineral and Energy Board	Century Exploration New Orleans, LLC Champion Exploration, LLC
LA		CP20101372	Jupiter	Amendment to Voluntary Unit (BS 53 VUD)	1/12/2015	The State Mineral and Energy Board	Century Exploration New Orleans, LLC Champion Exploration, LLC
LA		CP20201159	Virgo North	Operating Agreement	10/1/2010	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter V, Inc.
LA		CP20201161	Virgo North	Farmout Agreement	11/1/2010	XTO Offshore, Inc.	Century Exploration New Orleans, Inc.
LA		CP20201165	Virgo North	Voluntary Unit Agreement	1/12/2011	The State Mineral and Energy Board	Century Exploration New Orleans, Inc. XTO Offshore, Inc.

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LA		CP20400756	BS 51	Letter Agreement	7/6/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA		CP20400756	BS 51	Letter Agreement	9/28/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA		CP20400785	BS 51	Assignment, Bill of Sale and Conveyance	9/29/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA		CP20400813	BS 51 Receiving Station	Construction, Installation, Opeartion and Maintenance of Measurement Facilities Agreement	12/5/2001	Southern Natural Gas Company	Amerada Hess Corporation
LA		CP20401046	BS 51	Jack-up Rig / Spud Barge Encroachment Agreement	6/5/2009	Shell Pipeline Company LP	Century Exploration New Orleans, Inc.
LA		CP20401238	BS 51	Letter Agreement	5/24/2011	Century Exploration New Orleans, Inc.	Saratoga Resources, Inc.
	Harvest Oil & Gas, LLC						
	The Harvest Group, LLC						
	LOBO Operating, Inc.						
LA		CP20401294	BS 51	Preconstruction Agreement	9/12/2011	Southern Natural Gas Company	Century Exploration New Orleans, Inc.
LA		CP20401294	BS 51	Interconnect Agreement No. 20110190	9/15/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA		CP20401294	BS 51	Amendment to Interconnect Agreement No. 20110190	10/31/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA		CP20401294	BS 51	Amendment to Interconnect Agreement No. 20110190	12/8/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA		CP20401295	BS 51 Receiving Station	Adoption, Ratification and Amendment of Construction, Installation, Operation, and Maintenance of Measurement Facilities Agreement	9/13/2011	Southern Natural Gas Company	Amerada Hess Corporation
LA		CP20401295	BS 51 Receiving Station	Modification Agreement	11/8/2012	Southern Natural Gas Company	Century Exploration New Orleans, Inc.
LA		CP20401314	BS 51	Anchor Encroachment Agreement	12/6/2011	Shell Pipeline Company LP	Century Exploration New Orleans, LLC
LA		CP20401343	BS 51	Offshore Connection Agreement	11/15/2011	Century Exploration New Orleans, LLC	Shell Pipeline Company LP
LA		CP20401537	BS 51	Service Agreement	11/1/2012	High Point Gas Gathering, L.L.C.	McMoRan Oil & Gas, LLC
LA		CP20401538	BS 51	Service Agreement	11/1/2012	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC
LA		CP20401538	BS 51	Service Agreement (Amended)	4/1/2015	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC
LA		CP20401538	BS 51	Letter Agreement	10/19/2012	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC

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LA		CP20401539	BS 51	Service Agreement	11/1/2012	High Point Gas Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA		CP20401539	BS 51	Letter Agreement	10/19/2012	High Point Gas Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA		CP20401613	BS 51	Gas Purchase Agreement	4/1/2014	Saratoga Resources, Inc.	Century Exploration New Orleans, LLC
LA		CP22601109	Santos	Operating Agreement	2/26/2008	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter III, Inc.
LA		CP22601766	Santos	Rate Change Agreement	3/25/2015	American Midstream (LA Intrastate), LLC	Century Exploration New Orleans, Inc.
LA		CP27001098	Saturn	Farmout Agreement	10/27/2009	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA		CP28501160	Centaurus	Operating Agreement	11/1/2010	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter V, Inc.
LA		CP31601629	Virgo Deep	Operating Agreement	4/1/2014	Energy Resource Technology GOM, LLC	Century Exploration New Orleans, LLC CL&F Resources, LP SandRidge Energy Offshore, LLC
LA		CP31601630	Virgo Deep	Prospect and Well Participation Agr	4/1/2014	Century Exploration New Orleans, LLC	CL&F Resources, LP
LA		CP31601683	Virgo Deep	Participation Agreement	4/29/2014	Century Exploration New Orleans, LLC	SandRidge Energy Offshore, LLC
LA		CP33201688	Sagittarius	Operating Agreement	9/16/2014	Energy Resource Technology GOM, LLC	Century Exploration New Orleans, LLC
LA		CP33401675	Europa	Prospect and Well Participation Agreement	7/24/2014	Century Exploration New Orleans, LLC	Renaissance Offshore, LLC
LA		CP33401676	Europa	Operating Agreement	7/1/2014	Energy Resource Technology GOM, LLC	Century Exploration New Orleans, LLC Renaissance Offshore, LLC
LA		CP34501522	Zeus	Gas Processing and Treating Service Agreement	2/21/2003	Superior Processing Services Corporation	3TEC Energy Corporation
LA		CP34501524	Zeus	Tie-In & Transportation Rate Agreement	7/17/2008	Arrowhead Louisiana Gathering, LLC	XPLOR Energy Operating Company
LA		CP34501525	Zeus	Production Handling and Operations Agreement	2/7/1996	Gulfand Resources, Inc.	Exxon Company U.S.A.
LA		CP34501525	Zeus	Compromise and Settlement Agreement	8/6/1998	XPLOR Energy, Inc.	Exxon Company U.S.A.
LA		CP34501525	Zeus	Amendment to Production Handling and Operations Agreement	8/6/1999	XPLOR Energy, Inc.	Exxon Company U.S.A.
LA		CP34501525	Zeus	Amendment to Production Handling and Operations Agreement	8/30/2004	XPLOR Energy SPV-I, Inc.	PXP Gulf Coast, Inc.

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LA		CP34501525	Zeus	Amendment to Production Handling and Operations Agreement	8/25/2006	XPLOR Energy SPV-I, Inc.	PXP Louisiana L.L.C.			
LA		CP34501525	Zeus	Letter Agreement (Installation of Rental Compressors)	11/2/2007	XPLOR Energy SPV-I, Inc.	PXP Louisiana L.L.C.			
LA		CP34501525	Zeus	Tariff Agreement	10/1/2002	XPLOR Energy Operating Co.				
LA		CP36301749	Palmetto	Interconnect Agreement	3/1/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC			
LA		CP36301759	Palmetto	Receipt and Release, Oyster Lease No. 3221907	4/28/2015	D & J Coulon, Inc.	Century Exploration New Orleans, LLC			
LA		CP36301767	Palmetto	Service Agreement	11/1/2012	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC			
LA		CP36301767	Palmetto	Service Agreement (Amended)	4/1/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC			
LA		CP36301767	Palmetto	Letter Agreement	3/24/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC			
RIGHTS-OF-WAYS AND EASEMENTS										
Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
TX	Akula	P22300462.000	Jerry Kirbow et ux	Subsurface Use Agreement	9/5/2007	810	737	191586	Jasper	TX
TX	Akula	P22300517.000	Jerry Kirbow et ux	Subsurface Use Agreement	10/8/2007	810	739	191587	Jasper	TX
TX	Akula	CP22300463	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	9/5/2007	810	741	191588	Jasper	TX
TX	Akula	CP22300894	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	10/8/2007				Jasper	TX
TX	Akula	CP25601243	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	8/8/2008				Jasper	TX
TX	Akula	CP22301017	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	8/14/2008	850	862	220338	Jasper	TX
TX	Akula	CP22301034	730 Texas Timberlands II, Ltd.	Early Entry Access Permit Agreement	7/29/2008				Jasper	TX
TX	Akula	CP22301199	730 Texas Timberlands II, Ltd.	Grant of Easement	2/24/2011	908	447	234057	Jasper	TX

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TX	Akula	CP22301200	730 Texas Timberlands II, Ltd.	Forestry Road Easement	2/24/2011	908	435	234056	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Pipeline Right-of-Way Agreement	7/31/2008	908	965	234215	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Amendment of Pipeline Right-of-Way Agreement	7/31/2008	910	954	234719	Jasper	TX
TX	Akula	CP22301353	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/16/2012					
TX	Akula	CP22301354	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	4/20/2012	937	662	241823	Jasper	TX
						620	362	151348	Newton	TX
TX	Akula	P22301371.000	Clarence Anderson, et ux, Betty Anderson	Subsurface Use Agreement	4/18/2012	936	22	241346	Jasper	TX
TX	Akula	P22301442.000	Dawn D Dean et vir	Pipeline Right-of-Way Agreement	6/15/2009			344089	Orange	TX
TX	Akula	P22301467.000	Sidnette Henry	Pipeline Right-of-Way Agreement	9/13/2009			350646	Orange	TX
TX	Akula	P22301468.000	Frances Holland	Pipeline Right-of-Way Agreement	9/13/2009			350647	Orange	TX
TX	Akula	P22301599.000	TIN, Inc.	Grant of Easement and Right-of-Way for Pipeline	6/6/2012	940	245	242536	Jasper	TX
TX	Akula	CP35101496	John Hancock Life & Health Insurance Company, et al	Grant of Easement	5/7/2012	940	256	242537	Jasper	TX
TX	Akula	CP35101496	730 Texas Timberlands II, Ltd.	Grant of Easement	5/7/2012	940	269	242538	Jasper	TX
TX	Akula	CP35101496	Gary G. Pollard	Road Use Agreement	4/19/2012	621	368	151593	Newton	TX
TX	Akula	CP35101496	Billy G. Pollard, et al	Surface site with Access Road Easement and Pipeline Right-of-Way Agreement	4/5/2012	621	465	151618	Newton	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Big Thicket	P35101927.000	State of Texas	Miscellaneous Easement (Pipelines) ME20130121	5/2/2013	964	882	2013-37709	Hardin	TX
TX	Barracuda/Osca	CP20701016	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	7/31/2008				Jasper	TX
TX	Barracuda/Osca	CP20701016	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	6/5/2009				Jasper	TX
TX	Barracuda/Osca	P27201496.000	Crown Pine Timber 1, L.P.	Surface and Road Easement (CXM-00180)	7/31/2008	902	695	232597	Jasper	TX
TX	Blacktip	P19400243.000	Wanda Gray, et al	Surface and Road Use Agreement	9/25/2006			319389	Orange	TX
TX	Charlie Tuna	P28101524.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00358)	3/2/2011				Jasper	TX
TX	Dory	P26001464.000	Freddie M Costlow	Surface Use Agreement and Surface Owner's Release	11/11/2009	879	172	226683	Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/24/2011				Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline (ID #1629 CX-0024)	8/14/2008	932	487	240412	Jasper	TX
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2300 CXM-0577)	5/15/2012	939	92	242230	Jasper	TX
								382118	Orange	TX
TX	Flipper	CP25601293	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/27/2011					
TX	Flipper	CP25601503	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2181 SXM-0494)	10/13/2011	932	492	240413	Jasper	TX
TX	Flipper	CP25601237	Crown Pine Timber 1, L.P.	Construction Land Entry Permit with 1st Amendment to Pipeline, Surface and Road ROW (SXM-00470)	5/12/2011				Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Flipper	CP25601132	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline, Surface and Road Use (ID #1909 SXM-00291)	4/21/2010	933	998	240538	Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/7/2009				Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	First Amendment of Construction Land Entry Permit	10/28/2010				Jasper	TX
TX	Flipper	P25601530.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00228)	4/21/2010	912	600	235231	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2106 CXM-00469)	5/25/2011	915	585	235985	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) - First Amendment (ID#2106 CXM-00469)	6/19/2014	1012	771	258872	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	915	649	236007	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Corrected Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	954	535	246135	Jasper	TX
TX	Flipper	P25601473.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	4/9/2010				Jasper	TX
TX	Flipper	P25601553.000	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00291)	4/21/2010	992	136	254585	Jasper	TX
TX	Jacques	P30101852.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID #2173 NXM-00484)	2/2/2012			2012-30597	Hardin	TX
TX	Jacques	CP30101492	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	11/8/2011				Hardin	TX
TX	Jacques	CP30101410	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2238 SXM-00567)	10/6/2011			2012-27278	Hardin	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/28/2011				Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	First Amendment to Construction Land Entry Permit	1/18/2012				Hardin	TX
TX	Jacques	CP30101339	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	2/2/2012			2012-30597	Hardin	TX
TX	Hammerhead	CP19600954	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	6/11/2007				Hardin	TX
TX	Hammerhead	CP19600954	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Hammerhead	CP19601498	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00676)	2/11/2013			2013-38467	Hardin	TX
TX	Leghorn	CP36001693	BP America Production Company	Mineral Owner Subsurface Wellbore Easement for Directional Wells	9/15/2014			2014-50315	Hardin	TX
TX	Oscar	CP27201117	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	2/25/2010				Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00281)	2/1/2010	880	400	226983	Jasper	TX
TX	Oscar	P27201470.000	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - First Amendment (SXM-00281)	2/1/2010	880	411	226984	Jasper	TX
TX				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - Second Amendment (SXM-00281)	2/1/2010	915	571	235984	Jasper	TX
TX	Oscar/Dory	CP27201117	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	3/12/2010				Jasper	TX
TX	Oscar/Dory	P27201470.000	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	880	411	226984	Jasper	TX
TX	Oscar/Charlie Tu	CP27201117	Crown Pine Timber 1, L.P.	Second Amendment to Construction Land Entry Permit	5/12/2011				Jasper	TX
TX	Oscar/Charlie Tu	P27201470.000	Crown Pine Timber 1, L.P.	Second Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010				Jasper	TX
TX	Perry	CP29501286	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/19/2011				Orange	TX
TX	Perry	CP29501287	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID #2212 SXM-00516)	9/20/2011			374300	Orange	TX
TX	Perry	CP29401236	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	5/20/2011				Orange	TX
TX	Perry	CP29401242	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/28/2011				Orange	TX
TX	Perry	P29501924.000	Crown Pine Timber 1, L.P.	Grant of Easement for Private Road (CXM-0576)	5/15/2012			382117	Orange	TX
						939	84	242229	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Perry	CP29501416	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Roadrunner	P35001918.000	Crown Pine Timber 1, L.P.	Surface and Road Easement (SXM-00685)	3/19/2013			392942	Orange	TX
TX	Sebastian	CP31101273	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	8/26/2011				Hardin	TX
TX	Sebastian	CP31101302	Crown Pine Timber 1, L.P.	Surface and Road Use Agreement	10/13/2011			2012-26767	Hardin	TX
TX	Sebastian	CP31101342	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	1/13/2012				Hardin	TX
TX	Sebastian	CP31101341	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline , Surface and Road Use	2/2/2012			2012-27279	Hardin	TX
TX	Sebastian	CP31101381	Charles W. Brocato, et ux	Non-Exclusive Pipeline Easement and Roadway Easement Agreement	1/26/2012			2012-26317	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/23/2015			2015-53796	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Tiger	CP19800859	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	4/16/2007				Hardin	TX
TX	Tiger	P19800457.000	TIN, Inc. d/b/a Temple-Inland	Grant of Easement (For Private Road)	7/30/2007	1641	212	2007-8082	Hardin	TX
TX	Tiger	CP19801733	Crown Pine Timber 3, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	12/5/2007	1682	375	2008-3894	Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	1/15/2007				Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	11/3/2006				Hardin	TX
TX	Akula	P22300462.001	Jerry Kirbow et ux	Subsurface Use Agreement	9/5/2007	1207	297	252044.5375	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Akula	P22300517.001	Jerry Kirbow et ux	Subsurface Use Agreement	10/8/2007	1212	293	253707.899	Jasper	TX
TX	Akula	CP22300463	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	9/5/2007	1217	289	255371.2606	Jasper	TX
TX	Akula	CP22300894	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	10/8/2007	1222	285	257034.6222	Jasper	TX
TX	Akula	CP25601243	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	8/8/2008	1228	281	258697.9838	Jasper	TX
TX	Akula	CP22301017	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	8/14/2008	1233	277	260361.3454	Jasper	TX
TX	Akula	CP22301034	730 Texas Timberlands II, Ltd.	Early Entry Access Permit Agreement	7/29/2008	1238	274	262024.707	Jasper	TX
TX	Akula	CP22301199	730 Texas Timberlands II, Ltd.	Grant of Easement	2/24/2011	1244	270	263688.0686	Jasper	TX
TX	Akula	CP22301200	730 Texas Timberlands II, Ltd.	Forestry Road Easement	2/24/2011	1249	266	265351.4302	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Pipeline Right-of-Way Agreement	7/31/2008	1254	262	267014.7918	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Amendment of Pipeline Right-of-Way Agreement	7/31/2008	1259	258	268678.1534	Jasper	TX
TX	Akula	CP22301353	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/16/2012	1265	254	270341.515		
TX	Akula	CP22301354	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	4/20/2012	1270	250	272004.8766	Jasper	TX
						1275	246	273668.2382	Newton	TX
TX	Akula	P22301371.001	Clarence Anderson, et ux, Betty Anderson	Subsurface Use Agreement	4/18/2012	1281	242	275331.5998	Jasper	TX
TX	Akula	P22301442.001	Dawn D Dean et vir	Pipeline Right-of-Way Agreement	6/15/2009	1286	238	276994.9614	Orange	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Akula	P22301467.001	Sidnette Henry	Pipeline Right-of-Way Agreement	9/13/2009	1291	234	278658.323	Orange	TX
TX	Akula	P22301468.001	Frances Holland	Pipeline Right-of-Way Agreement	9/13/2009	1296	230	280321.6846	Orange	TX
TX	Akula	P22301599.001	TIN, Inc.	Grant of Easement and Right-of-Way for Pipeline	6/6/2012	1302	226	281985.0462	Jasper	TX
TX	Akula	CP35101496	John Hancock Life & Health Insurance Company, et al	Grant of Easement	5/7/2012	1307	223	283648.4078	Jasper	TX
TX	Akula	CP35101496	731 Texas Timberlands II, Ltd.	Grant of Easement	5/7/2012	1312	219	285311.7693	Jasper	TX
TX	Akula	CP35101496	Gary G. Pollard	Road Use Agreement	4/19/2012	1318	215	286975.1309	Newton	TX
TX	Akula	CP35101496	Billy G. Pollard, et al	Surface site with Access Road Easement and Pipeline Right-of-Way Agreement	4/5/2012	1323	211	288638.4925	Newton	TX
TX	Big Thicket	P35101927.001	State of Texas	Miscellaneous Easement (Pipelines) ME20130122	5/2/2013	964	882	2013-37710	Hardin	TX
TX	Barracuda/Osca	CP20701016	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	7/31/2008				Jasper	TX
TX	Barracuda/Osca	CP20701016	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	6/5/2009				Jasper	TX
TX	Barracuda/Osca	P27201496.001	Crown Pine Timber 1, L.P.	Surface and Road Easement (CXM-00180)	7/31/2008	902	695	243069.1653	Jasper	TX
TX	Blacktip	P19400243.001	Wanda Gray, et al	Surface and Road Use Agreement	9/25/2006			241862.584	Orange	TX
TX	Charlie Tuna	P28101524.001	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00358)	3/2/2011			240656.0027	Jasper	TX
TX	Dory	P26001464.001	Freddie M Costlow	Surface Use Agreement and Surface Owner's Release	11/11/2009	879	172	239449.4214	Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/24/2011			238242.8401	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline (ID #1629 CX-0024)	8/14/2008	932	487	237036.2587	Jasper	TX
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012			235829.6774		
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2300 CXM-0577)	5/15/2012	939	92	234623.0961	Jasper	TX
								233416.5148	Orange	TX
TX	Flipper	CP25601293	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/27/2011			232209.9335		
TX	Flipper	CP25601503	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2181 SXM-0494)	10/13/2011	932	492	231003.3522	Jasper	TX
TX	Flipper	CP25601237	Crown Pine Timber 1, L.P.	Construction Land Entry Permit with 1st Amendment to Pipeline, Surface and Road ROW (SXM-00470)	5/12/2011			229796.7708	Jasper	TX
TX	Flipper	CP25601132	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline, Surface and Road Use (ID #1909 SXM-00291)	4/21/2010	933	998	228590.1895	Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/7/2009			227383.6082	Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	First Amendment of Construction Land Entry Permit	10/28/2010			226177.0269	Jasper	TX
TX	Flipper	P25601530.001	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00228)	4/21/2010	912	600	224970.4456	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2106 CXM-00469)	5/25/2011	915	585	223763.8642	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) - First Amendment (ID#2106 CXM-00469)	6/19/2014	1012	771	222557.2829	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	915	649	221350.7016	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Corrected Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	954	535	220144.1203	Jasper	TX
TX	Flipper	P25601473.001	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	4/9/2010			218937.539	Jasper	TX
TX	Flipper	P25601553.001	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00291)	4/21/2010	992	136	217730.9577	Jasper	TX
TX	Jacques	P30101852.001	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID #2173 NXM-00484)	2/2/2012			2012-30597	Hardin	TX
TX	Jacques	CP30101492	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	11/8/2011				Hardin	TX
TX	Jacques	CP30101410	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2238 SXM-00567)	10/6/2011			2012-27278	Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/28/2011				Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	First Amendment to Construction Land Entry Permit	1/18/2012				Hardin	TX
TX	Jacques	CP30101339	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	2/2/2012			2012-30597	Hardin	TX
TX	Hammerhead	CP19600954	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	6/11/2007				Hardin	TX
TX	Hammerhead	CP19600954	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Hammerhead	CP19601498	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00676)	2/11/2013			2013-38468	Hardin	TX
TX	Leghorn	CP36001693	BP America Production Company	Mineral Owner Subsurface Wellbore Easement for Directional Wells	9/15/2014			2014-50316	Hardin	TX
TX	Oscar	CP27201117	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	2/25/2010				Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00281)	2/1/2010	880	400	378759.8353	Jasper	TX
TX	Oscar	P27201470.001	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - First Amendment (SXM-00281)	2/1/2010	880	411	389370.9483	Jasper	TX
				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - Second Amendment (SXM-00281)	2/1/2010	915	571	399982.0613	Jasper	TX
TX	Oscar/Dory	CP27201118	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	3/12/2010			410593.1743	Jasper	TX
TX	Oscar/Dory	P27201470.001	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	880	411	421204.2873	Jasper	TX
TX	Oscar/Charlie Tu	CP27201118	Crown Pine Timber 1, L.P.	Second Amendment to Construction Land Entry Permit	5/12/2011			431815.4002	Jasper	TX
TX	Oscar/Charlie Tu	P27201470.001	Crown Pine Timber 1, L.P.	Second Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010			442426.5132	Jasper	TX
TX	Perry	CP29501286	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/19/2011			453037.6262	Orange	TX
TX	Perry	CP29501287	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID #2212 SXM-00516)	9/20/2011			463648.7392	Orange	TX
TX	Perry	CP29401236	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	5/20/2011			474259.8522	Orange	TX
TX	Perry	CP29401242	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/28/2011			484870.9651	Orange	TX
TX	Perry	P29501924.001	Crown Pine	Grant of Easement for Private	5/15/2012			495482.0781	Orange	TX
TX						939	84	506093.1911	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Perry	CP29501417	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012			516704.3041		
TX	Roadrunner	P35001918.001	Crown Pine Timber 1, L.P.	Surface and Road Easement (SXM-00685)	3/19/2013			527315.4171	Orange	TX
TX	Sebastian	CP31101273	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	8/26/2011				Hardin	TX
TX	Sebastian	CP31101302	Crown Pine Timber 1, L.P.	Surface and Road Use Agreement	10/13/2011			2012-26767	Hardin	TX
TX	Sebastian	CP31101342	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	1/13/2012				Hardin	TX
TX	Sebastian	CP31101341	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline , Surface and Road Use	2/2/2012			2012-27279	Hardin	TX
TX	Sebastian	CP31101381	Charles W. Brocato, et ux	Non-Exclusive Pipeline Easement and Roadway Easement Agreement	1/26/2012			2012-26317	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/23/2015			2015-53797	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Tiger	CP19800859	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	4/16/2007				Hardin	TX
TX	Tiger	P19800457.001	TIN, Inc. d/b/a Temple-Inland	Grant of Easement (For Private Road)	7/30/2007	1641	212	2007-8083	Hardin	TX
TX	Tiger	CP19801733	Crown Pine Timber 3, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	12/5/2007	1682	375	2008-3895	Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	1/15/2007				Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	11/3/2006				Hardin	TX
TX	Akula	P22300462.002	Jerry Kirbow et ux	Subsurface Use Agreement	9/5/2007	810	737	191586	Jasper	TX

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Desired 365 Contracts										
CONTRACTS										
TX	Akula	P22300517.002	Jerry Kirbow et ux	Subsurface Use Agreement	10/8/2007	810	739	191587	Jasper	TX
TX	Akula	CP22300463	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	9/5/2007	810	741	191588	Jasper	TX
TX	Akula	CP22300894	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	10/8/2007				Jasper	TX
TX	Akula	CP25601243	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	8/8/2008				Jasper	TX
TX	Akula	CP22301017	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	8/14/2008	850	862	220338	Jasper	TX
TX	Akula	CP22301034	730 Texas Timberlands II, Ltd.	Early Entry Access Permit Agreement	7/29/2008				Jasper	TX
TX	Akula	CP22301199	730 Texas Timberlands II, Ltd.	Grant of Easement	2/24/2011	908	447	234057	Jasper	TX
TX	Akula	CP22301200	730 Texas Timberlands II, Ltd.	Forestry Road Easement	2/24/2011	908	435	234056	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Pipeline Right-of-Way Agreement	7/31/2008	908	965	234215	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Amendment of Pipeline Right-of-Way Agreement	7/31/2008	910	954	234719	Jasper	TX
TX	Akula	CP22301353	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/16/2012					
TX	Akula	CP22301354	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	4/20/2012	937	662	241823	Jasper	TX
						620	362	151348	Newton	TX
TX	Akula	P22301371.002	Clarence Anderson, et ux, Betty Anderson	Subsurface Use Agreement	4/18/2012	936	22	241346	Jasper	TX
TX	Akula	P22301442.002	Dawn D Dean et vir	Pipeline Right-of-Way Agreement	6/15/2009			344089	Orange	TX

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CONTRACTS										
TX	Akula	P22301467.002	Sidnette Henry	Pipeline Right-of-Way Agreement	9/13/2009			350646	Orange	TX
TX	Akula	P22301468.002	Frances Holland	Pipeline Right-of-Way Agreement	9/13/2009			350647	Orange	TX
TX	Akula	P22301599.002	TIN, Inc.	Grant of Easement and Right-of-Way for Pipeline	6/6/2012	940	245	242536	Jasper	TX
TX	Akula	CP35101496	John Hancock Life & Health Insurance Company, et al	Grant of Easement	5/7/2012	940	256	242537	Jasper	TX
TX	Akula	CP35101496	732 Texas Timberlands II, Ltd.	Grant of Easement	5/7/2012	940	269	242538	Jasper	TX
TX	Akula	CP35101496	Gary G. Pollard	Road Use Agreement	4/19/2012	621	368	151593	Newton	TX
TX	Akula	CP35101496	Billy G. Pollard, et al	Surface site with Access Road Easement and Pipeline Right-of-Way Agreement	4/5/2012	621	465	151618	Newton	TX
TX	Big Thicket	P35101927.002	State of Texas	Miscellaneous Easement (Pipelines) ME20130123	5/2/2013	964	882	2013-37709	Hardin	TX
TX	Barracuda /Oscar	CP20701016	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	7/31/2008				Jasper	TX
TX	Barracuda /Oscar	CP20701016	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	6/5/2009				Jasper	TX
TX	Barracuda /Oscar	P27201496.002	Crown Pine Timber 1, L.P.	Surface and Road Easement (CXM-00180)	7/31/2008	902	695	232597	Jasper	TX
TX	Blacktip	P19400243.002	Wanda Gray, et al	Surface and Road Use Agreement	9/25/2006			319389	Orange	TX
TX	Charlie Tuna	P28101524.002	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00358)	3/2/2011				Jasper	TX
TX	Dory	P26001464.002	Freddie M Costlow	Surface Use Agreement and Surface Owner's Release	11/11/2009	879	172	226683	Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/24/2011				Jasper	TX

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CONTRACTS										
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline (ID #1629 CX-0024)	8/14/2008	932	487	240412	Jasper	TX
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2300 CXM-0577)	5/15/2012	939	92	242230	Jasper	TX
								382118	Orange	TX
TX	Flipper	CP25601293	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/27/2011					
TX	Flipper	CP25601503	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2181 SXM-0494)	10/13/2011	932	492	240413	Jasper	TX
TX	Flipper	CP25601237	Crown Pine Timber 1, L.P.	Construction Land Entry Permit with 1st Amendment to Pipeline, Surface and Road ROW (SXM-00470)	5/12/2011				Jasper	TX
TX	Flipper	CP25601132	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline, Surface and Road Use (ID #1909 SXM-00291)	4/21/2010	933	998	240538	Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/7/2009				Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	First Amendment of Construction Land Entry Permit	10/28/2010				Jasper	TX
TX	Flipper	P25601530.002	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00228)	4/21/2010	912	600	235231	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2106 CXM-00469)	5/25/2011	915	585	235985	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) - First Amendment (ID#2106 CXM-00469)	6/19/2014	1012	771	258872	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	915	649	236007	Jasper	TX

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CONTRACTS										
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Corrected Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	954	535	246135	Jasper	TX
TX	Flipper	P25601473.002	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	4/9/2010				Jasper	TX
TX	Flipper	P25601553.002	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00291)	4/21/2010	992	136	254585	Jasper	TX
TX	Jacques	P30101852.002	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID #2173 NXM-00484)	2/2/2012			2012-30597	Hardin	TX
TX	Jacques	CP30101492	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	11/8/2011				Hardin	TX
TX	Jacques	CP30101410	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2238 SXM-00567)	10/6/2011			2012-27278	Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/28/2011				Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	First Amendment to Construction Land Entry Permit	1/18/2012				Hardin	TX
TX	Jacques	CP30101339	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	2/2/2012			2012-30597	Hardin	TX
TX	Hammerhead	CP19600954	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	6/11/2007				Hardin	TX
TX	Hammerhead	CP19600954	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Hammerhead	CP19601498	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00676)	2/11/2013			2013-38467	Hardin	TX
TX	Leghorn	CP36001693	BP America Production Company	Mineral Owner Subsurface Wellbore Easement for Directional Wells	9/15/2014			2014-50315	Hardin	TX
TX	Oscar	CP27201117	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	2/25/2010				Jasper	TX

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CONTRACTS										
				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00281)	2/1/2010	880	400	226983	Jasper	TX
TX	Oscar	P27201470.002	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - First Amendment (SXM-00281)	2/1/2010	880	411	226984	Jasper	TX
				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - Second Amendment (SXM-00281)	2/1/2010	915	571	235984	Jasper	TX
TX	Oscar/Dory	CP27201119	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	3/12/2010				Jasper	TX
TX	Oscar/Dory	P27201470.002	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	880	411	226984	Jasper	TX
TX	Oscar/Charlie Tu	CP27201119	Crown Pine Timber 1, L.P.	Second Amendment to Construction Land Entry Permit	5/12/2011				Jasper	TX
TX	Oscar/Charlie Tu	P27201470.002	Crown Pine Timber 1, L.P.	Second Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010				Jasper	TX
TX	Perry	CP29501286	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/19/2011				Orange	TX
TX	Perry	CP29501287	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID #2212 SXM-00516)	9/20/2011			374300	Orange	TX
TX	Perry	CP29401236	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	5/20/2011				Orange	TX
TX	Perry	CP29401242	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/28/2011				Orange	TX
TX	Perry	P29501924.002	Crown Pine Timber 1, L.P.	Grant of Easement for Private Road (CXM-0576)	5/15/2012			382117	Orange	TX
						939	84	242229	Jasper	TX

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CONTRACTS										
TX	Perry	CP29501418	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Roadrunner	P35001918.002	Crown Pine Timber 1, L.P.	Surface and Road Easement (SXM-00685)	3/19/2013			392942	Orange	TX
TX	Sebastian	CP31101273	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	8/26/2011				Hardin	TX
TX	Sebastian	CP31101302	Crown Pine Timber 1, L.P.	Surface and Road Use Agreement	10/13/2011			2012-26767	Hardin	TX
TX	Sebastian	CP31101342	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	1/13/2012				Hardin	TX
TX	Sebastian	CP31101341	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline , Surface and Road Use	2/2/2012			2012-27279	Hardin	TX
TX	Sebastian	CP31101381	Charles W. Brocato, et ux	Non-Exclusive Pipeline Easement and Roadway Easement Agreement	1/26/2012			2012-26317	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/23/2015			2015-53796	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Tiger	CP19800859	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	4/16/2007				Hardin	TX
TX	Tiger	P19800457.002	TIN, Inc. d/b/a Temple-Inland	Grant of Easement (For Private Road)	7/30/2007	1641	212	2007-8082	Hardin	TX
TX	Tiger	CP19801733	Crown Pine Timber 3, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	12/5/2007	1682	375	2008-3894	Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	1/15/2007				Hardin	TX

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CONTRACTS											
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	11/3/2006					Hardin	TX
LA	Orion	P00700311.000	State Of La R/W 3459	Pipeline Right-of-Way Grant No. 3459	6/17/1997	910	343			Plaquemines	LA
LA	Orion	P00700315.000	State Of La R/W 4121	Pipeline Right-of-Way Grant No. 4121	7/30/2001	1006	94			Plaquemines	LA
LA	Orion	P00700316.000	State Of La R/W 4122	Pipeline Right-of-Way Grant No. 4122	7/30/2001	1006	98			Plaquemines	LA
LA	Orion	P00700368.000	State Of La R/W 4189	Pipeline Right-of-Way Grant No. 4189	12/19/2001	1015		2000207		Plaquemines	LA
LA	BS 52 - SL	P00800149.000	OCS-G 03646	U S Department of Interior Right-of-Way OCS-G 3646	3/1/1978					Plaquemines	LA
LA	BS 52 - SL	P00800153.000	OCS-G 11724	OCS Right-of-Way OCS-G 011724	8/22/1990					Plaquemines	LA
LA	BS 52 - SL	P00800154.000	State of La R/W 2735	Pipeline Right-of-Way Grant No. 2735	2/15/1990 2/15/2010	740 1220	371 113	2010-00000637		Plaquemines	LA
LA	BS 52 - SL	P00800694.000	OCS-G 03627	Pipeline Right-of-Way OCS-G 3627	11/18/1977					Plaquemines	LA
LA	BS 52 - SL	P00800920.000	OCS-G 25269	Pipeline Right-of-Way OCS-G 25269	7/25/2003					Plaquemines	LA
LA	BS 52 - SL	P00801322.000	OCS-G 28306	Pipeline Right-of-Way OCS-G 28306	5/7/2008					Plaquemines	LA
LA	BS 52 - SL	P00801341.000	OCS-G 23071	Pipeline Right-of-Way OCS-G 23071	11/28/2001					Plaquemines	LA
LA	BS 52 - SL	P00801689.000	State of La R/W 5384	Pipeline Right-of-Way Grant No. 5384	12/1/2001	1268	229	2012-00001719		Plaquemines	LA
LA	BS 52 - SL	P00801728.000	RUE OCS-G 30164	Right of Use and Easement No. 30164	7/30/2015					Plaquemines	LA
LA	BS 52 - SL	CP00800715	State of Louisiana	Cooperative Agreement	4/13/2006					Plaquemines	LA
LA	Auriga	P07700356.000	State Of La R/W 4205	Pipeline Right-of-Way Grant No. 4205	2/11/2002	1018	664			Plaquemines	LA

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CONTRACTS										
LA	BS Trend	CP09101674	Williams Oil Gathering	20" Oil Pipeline Crossing Agreement	9/28/2011				Plaquemines	LA
LA	Draco	P10101026.000	State of La R/W 4465	Pipeline Right-of-Way Grant No. 4465	2/1/2004	1072	796	4003669	Plaquemines	LA
LA	Perseus	P10400904.000	State of La R/W 4362	Surface Lease with Subsurface Agreement No. 4362	5/10/2003	1047 1049	470 597	03004277 03005014	Plaquemines	LA
LA	Perseus	P10400919.000	State of La R/W 4386	Pipeline Right-of-Way Grant No. 4386	7/1/2003	1052	863	3005962	Plaquemines	LA
LA	Perseus	P10401202.000	State of La R/W 4599	Surface Lease with Subsurface Agreement No. 4599	4/27/2005	1092	548	2005-00002592	Plaquemines	LA
LA	Perseus	P10401300.000	State of La R/W 4773	Surface Lease with Subsurface Agreement No. 4773	12/15/2006	1133	758	2007-00000100	Plaquemines	LA
LA	Perseus	P10401305.000	State of La R/W 4834	Pipeline Right-of-Way Grant No. 4834	4/12/2007	1141	644	2007-00002415	Plaquemines	LA
LA	Taurus	P10500911.000	State of LA R/W 4376	Pipeline Right-of-Way Grant No. 4376	7/1/2003	1052	214	3005713	Plaquemines	LA
LA	Aquarius	P10700925.000	State of LA R/W 4420	Pipeline Right-of-Way Grant No. 4420	10/20/2003	1058	422	3007976	Plaquemines	LA
LA	Virgo (South)	P10901199.000	State of LA R/W 4598	Pipeline Right-of-Way Grant No. 4598	4/26/2005	1091	888	2005-00002343	Plaquemines	LA
LA	Cetus	P11001027.000	State of La R/W 4490	Pipeline Right-of-Way Grant No. 4490	4/29/2004	1072	800	4003670	Plaquemines	LA
LA	Cetus	P11001228.000	State of La R/W 4681 (Surf/Subsurfa	Surface Lease with Subsurface Agreement No. 4681	3/6/2006	1111	680	2006-00001705	Plaquemines	LA
LA	Pegasus	P11801725.000	State of LA R/W No. 5624	Pipeline Right-of-Way Grant No. 5624	5/7/2015	1341	445	2015-00002017	Plaquemines	LA
LA	Pegasus	CP11801763	Williams Oil Gathering	Pipeline Crossing Agreement	5/12/2015				Plaquemines	LA
LA	Bayou Postillion	P14000118.000	State of La R/W 4605	Pipeline Right-of-Way Grant No. 4605	5/20/2005	1309	736	2005-00008098	Iberia	LA
LA	Bayou Postillion	P14000183.000	Cotten Land Corp	Pipeline Servitude Agreement	5/16/2005	1306	282	2005-00006136	Iberia	LA

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CONTRACTS										
LA	Bayou Postillion	P14000436.000	State of La R/W 4787	Pipeline Right-of-Way Grant No. 4787	2/21/2007	1360	764	2007-00003935	Iberia	LA
LA	Bayou Postillion	CP14000842	Kyle Peterman	Pipeline Agreement	2/27/2007	1357	586	2007-00002921	Iberia	LA
LA	MP 14/15	P14201022.000	State of La R/W 3804	Pipeline Right-of-Way Grant No. 3804	12/9/1999	961	230		Plaquemines	LA
LA	MP 14/15	P14201023.000	State of La R/W 3749	Pipeline Right-of-Way Grant No. 3749	8/3/1999	954	850		Plaquemines	LA
LA	MP 14/15	P14201024.000	State of La R/W 3748	Pipeline Right-of-Way Grant No. 3748	8/3/1999	954	846		Plaquemines	LA
LA	MP 14/15	P14201025.000	State of La R/W 3790	Pipeline Right-of-Way Grant No. 3790	10/27/1999	959	26		Plaquemines	LA
LA	Corvus	P17301296.000	State of La R/W 4749	Pipeline Right-of-Way Grant No. 4749	9/21/2006	1127	217	2006-00006035	Plaquemines	LA
LA	Corvus	P17301688.000	State of La R/W 5382	Pipeline Right-of-Way Grant No. 5382	1/27/2012	1267	721	2012-00001604	Plaquemines	LA
LA	Taurus II	P17401299.000	State of La R/W 4757	Pipeline Right-of-Way Grant No. 4757	10/20/2006	1133	664	2007-00000051	Plaquemines	LA
LA	Jupiter	P20101366.000	State R/W No 5125	Pipeline Right-of-Way Grant No. 5125	4/29/2009	1203	591	2009-00001852	Plaquemines	LA
LA	Jupiter	P20101377.000	State R/W No. 5159	Pipeline Right-of-Way Grant No. 5159	9/16/2009	1211	742	2009-00004259	Plaquemines	LA
LA	Virgo (North)	P20201388.000	State of La Surf Lse w/ Subsurf Agmt 5253	Surface Lse w/ Subsurface Agmt 5253	9/28/2010	1233	106	2010-00004150	Plaquemines	LA
LA	Virgo (North)	P20201450.000	State of La R/W 5346	Pipeline Right-of-Way Grant No. 5346	9/27/2011	1256	398	2011-00004248	Plaquemines	LA
LA	BS 51 - Harvest	P20401339.000	State of La R/W 4179	Pipeline Right-of-Way Grant No. 4179	12/17/2001	1198 1269	162 435	2009-00000222 2012-00002042	Plaquemines	LA

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LA	BS 51 - Harvest	P20401389.000	State of La R/W 2819	Pipeline Right-of-Way Grant No. 2819	1/23/2003	1269 1288	431 721	2012-00002038 2013-00000556	Plaquemines	LA
LA	BS 51 - Harvest	P20401390.000	State of La R/W 4181	Pipeline Right-of-Way Grant No. 4181	12/17/2001	1014	38		Plaquemines	LA
LA	BS 51 - Harvest	P20401391.000	State of La R/W 4669	Pipeline Right-of-Way Grant No. 4669	2/15/2006	1109	595	2006-00001067	Plaquemines	LA
LA	Lima	P21301326.000	State of La R/W 5016	Pipeline Right-of-Way Grant No. 5016	5/16/2008	714	186	343015	St. Charles	LA
LA	Rio	CP21700938	Apache Corporation	Canal and Waterway Permit					Plaquemines	LA
LA	Santos	P22601317.000	Ridgeland Properties LLC	Canal Permit	1/1/2008	1171 1178	892 256	2008-00000528 2008-00001869	Plaquemines	LA
LA	Santos	P22601318.000	The Louisiana Land and Exploration Company	Surface Lease with Subsurface Agreement	4/10/2008	1181	83	2008-00002483	Plaquemines	LA
LA	Santos	P22601316.000	CLL Limited Partnership Ltd	Canal Permit	11/14/2007				Plaquemines	LA

Schedule 6.9(a)										
Desired 365 Contracts										
CONTRACTS										
LA	Spinel	P23201667.000	RUE OCS-G 30174	Right of Use and Easement	2/2/2011				Plaquemines	LA
LA	Virgo (Deep)	P31601703.000	State R/W 5579	Pipeline Right-of-Way Grant No. 5579	8/5/2014	1324	488	2014-00003421	Plaquemines	LA
LA	Europa	P33401705.000	State of La R/W 5588	Surface Lease with Subsurface Agreement No. 5588	8/27/2014				Plaquemines	LA
LA	Zeus	P34501696.000	State of LA R/W No. 4857	Pipeline Right-of-Way Grant No. 4857	6/10/2003	1151	447	2007-00004755	Plaquemines	LA
LA	Zeus	P34501697.000	State of LA R/W No. 3345	Pipeline Right-of-Way Grant No. 3345	7/25/1996	887	717	n/a	Plaquemines	LA
LA	Zeus	P34501698.000	State of LA R/W No. 3454	Pipeline Right-of-Way Grant No. 3454	6/9/1997				Plaquemines	LA
LA	Palmetto	P36301719.000	Onager, LLC et al	Pipeline Servitude and Right-of-Way	3/16/2015	1338	529	2015-00001155	Plaquemines	LA
LA	Palmetto	P36301720.000	Carolyn C LeBlanc et al	Pipeline Servitude and Right-of-Way	3/13/2015	1339	366	2015-00001414	Plaquemines	LA
LA	Palmetto	P36301721.000	State of LA R/W No. 5616	Pipeline Right-of-Way Grant No. 5616	3/17/2015	1339	230	2015-00001366	Plaquemines	LA
LA	Palmetto	P36301722.000	State of LA R/W No. 5617	Pipeline Right-of-Way Grant No. 5617	3/17/2015	1339	236	2015-00001367	Plaquemines	LA
LA	Palmetto	P36301723.000	State of LA R/W No. 5618	Pipeline Right-of-Way Grant No. 5618	3/17/2015	1339	242	2015-00001368	Plaquemines	LA
LA	Palmetto	P36301724.000	State of LA Surf Lse No. 3237	Surface Lease No. 3237	3/13/2015	1339	222	2015-00001365	Plaquemines	LA
LA	Palmetto	P36301726.000	State of LA R/W Orleans Levee Dist	Pipeline Right-of-Way Grant	12/18/2014	1341	583	2015-00002054	Plaquemines	LA
LA	Palmetto	P36301727.000	State of LA R/W Orleans Levee Dist	Pipeline Right-of-Way Grant	3/13/2015	1341	589	2015-00002055	Plaquemines	LA
LA	Palmetto	CP36301747	Exxon Mobil Pipeline Company	Right-of-Way Consent Agreement	3/16/2015				Plaquemines	LA

Schedule 6.9(a)										
Desired 365 Contracts										
CONTRACTS										
OTH	Belridge 64	P28400541.000	James S Anderson	Right-of-Way, Easement	2/19/2013			213111568	Kern	CA
OTH	Belridge 64	CP28401721	Aera Energy, LLC	License to Construct, Maintain & Operate Pipelines	2/1/2011				Kern	CA
OTH	Belridge 64	CP28401722	Belridge Water Storage District	License Agreement (Pipeline)	11/7/2012				Kern	CA
OTH	Belridge 64	CP28401723	Belridge Water Storage District	Right of Way and Easement Agreement (for Pipeline)	4/5/2013			213091550	Kern	CA
OTH	Belridge 64	CP28401724	Chevron U.S.A. Inc.	Pipeline License Agreement	4/1/2013				Kern	CA
OTH	Belridge 64	CP28401726	State of California	Encroachment Permit 06-12-6-UJ-0976	11/29/2012				Kern	CA
OTH	Belridge 64	CP28401727	Dawn Lyn	Pipeline ROW and Easement Agreement	12/21/2012			213111566	Kern	CA
OTH	Belridge 64	CP28401750	Pedro N Gonzalez	Pipeline ROW and Easement Agreement	12/15/2012			213111565	Kern	CA
OTH	Belridge 64	CP28401751	Luz Maria Marguia-Ortiz	Pipeline ROW and Easement Agreement	1/11/2013			213111567	Kern	CA
OTH	Belridge 64	CP28401752	Paramount Land Company, LLC	Easement Agreement	4/3/2013				Kern	CA
OTH	Belridge 64	CP28401753	Paramount Farms International LLC	Easement Agreement	4/3/2013				Kern	CA

Schedule 6.12

Surety Bonds

Schedule 6.12**Surety Bonds**

WESTCHESTER BOND #	AMOUNT	OBLIGEE	DESCRIPTION
K09138171	\$5,000,000	McMoRan	BS 34 Performance Bond
K09138250	\$300,000	Chevron USA Inc.	CER/Calif – Sec 35,T12N-R21W
K09138134	\$300,000	BOEM	AREA-WIDE ROW
K09138092	\$3,000,000	BOEM	AREA-WIDE DEVELOPMENT
K09138109	\$160,000	BOEM – <i>Requested Release</i>	RUE Bond - BS 53 B PLATFORM / PF Removed & SC Performed
K09138213	\$1,555,000	BOEM	RUE Bond - BS 53 A PLATFORM
K09138419	\$350,000	BOEM	ROW Bond - PSN 4815 / BS 53 A gas sales
K09138456	\$400,000	BOEM	ROW Bond - PSN 4957 / BS 53 A oil sales
K09138535	\$400,000	BOEM	ROW Bond - PSN 8977 / SL 12806
K09138651	\$400,000	BOEM	ROW Bond - PSN 14236 / T2 to BS 53
K09138730	\$400,000	BOEM – <i>Requested Release</i>	ROW Bond - PSN 12221 / BS 53 B to BS 53 A / PL Abandoned
K09138778	\$400,000	BOEM – <i>Requested Release</i>	ROW Bond - PSN 14633 / Cetus to BS 53 B / PL Abandoned
K0913802A	\$400,000	BOEM	ROW Bond - PSN 15057 / SL 17861 to BS 53 A

RLI BOND #	AMOUNT	OBLIGEE	DESCRIPTION
RLB0005952	\$500,000	Energen MAQ Inc.	BS 53/ Performance Bond
RLB0006530	\$100,000	Chevron/Japex	BS 52/ Performance Bond
RLB0008991	\$125,000	LA Office of Conservation	CEH / Performance Bond
RLB0009227	\$50,000	TX Railroad Commission	CEH / Performance Bond
RLB0013787	\$100,000	State of California	CER / Blanket Indemnity
RLB0014222	\$150,000	Osage Bur. of Indian Affairs	Nationwide Oil & Gas Lease
RLB0014384	\$10,000	OK Dept of Wildlife / Geoph.	CER

Exhibit A-1

Developed Leases

* Not Mortgaged

**Exhibit A-1
Developed Leases**

1. Offshore leases:

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Description
P25801342.000	United States of America	Century Exploration New Orleans, Inc.	OCS-G 32771	1/1/2009	All of Block A469, High Island Area, South Addition, OCS Leasing (note: only 2.83333% overriding royalty owned by Seller in OCS-G32771)

2. Breton Sound 52 (Taurus):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as said Leases fall within the geographic boundaries of that certain Voluntary Unit known as the UV B RA VUA, operated by Century Exploration New Orleans, Inc. in the Breton Sound Block 53 Field, which Voluntary Unit Agreement is recorded in COB 1066, Page 801, records of Plaquemines Parish, Louisiana:

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P00800091.000	State of Louisiana	Tenneco Oil Company	SL 12806	7/13/1987	Plaquemines	670	207	
P00700147.000	State of Louisiana	Stephen M Jenkins & Associates, Inc.	SL 15683	4/14/1997	Plaquemines	893	225	
P10500727.000	State of Louisiana	Century Exploration Company	SL 17674	12/16/2002	Plaquemines	1038	330	03000547
P10500728.000	State of Louisiana	Century Exploration Company	SL 17675	12/16/2002	Plaquemines	1038	318	03000546
P10500932.000	State of Louisiana	Cypress Energy Corporation	SL 17942	11/17/2003	Plaquemines	1061	29	03009022

3. Breton Sound 53 (Virgo South):

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as said Lease falls within the geographic boundaries of that certain Voluntary Unit known as the VUC, operated by Century Exploration New Orleans, Inc. in the Breton Sound Block 53 Field, containing 724.81 acres, effective July 12, 2006, which Voluntary Unit Agreement is recorded in COB 1121, Page 679, File No. 2006-00004708.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P10900921.000	State of Louisiana	Fleetwood Resources, Inc.	SL 17860	8/18/2003	Plaquemines	1055	632	03007020
P10800922.000	State of Louisiana	Fleetwood Resources, Inc.	SL 17861	8/18/2003	Plaquemines	1055	644	03007021

4. LA - Breton Sound - SL 3770

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
* P00700310.000	State of Louisiana	Union Oil of California	SL 3770	4/26/1961	Plaquemines	239	675	

* Not Mortgaged

**Exhibit A-1
Developed Leases**

5. Breton Sound 45 (Perseus and Perseus Alpha):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as they are located within the geographic boundaries of the BS 45 VU B, as amended, such Amendment dated effective May 9, 2007 and recorded in COB 1149, Page 8, File No. 2007-00004101, records of Plaquemines Parish, Louisiana.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P10400783.000	State of Louisiana	Cypress Energy Corporation	SL 17689	12/16/2002	Plaquemines	1038	809	03000724
P10400784.000	State of Louisiana	Cypress Energy Corporation	SL 17691	12/16/2002	Plaquemines	1038	821	03000725
P10401268.000	State of Louisiana	K-Exploration Co.	SL 19079	8/9/2006	Plaquemines	1125	314	2006-00005511

6. Breton Sound (Virgo Mid-SL 12806 #1-D ST2):

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as this Lease relates specifically to the wellbore for the State Lease 12806 #1-D ST Well, Serial Number 215478, and the production therefrom:

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P00800091.000	State of Louisiana	Tenneco Oil Company	SL 12806	7/13/1987	Plaquemines	670	207	

7. Main Pass 45 (Corvus):

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P17301203.000	State of Louisiana	Fleetwood Resources, Inc.	SL 18550	5/11/2005	Plaquemines	1096	199	2005-00003621
P11000923.000	State of Louisiana	Fleetwood Resources, Inc.	SL 17863	8/18/2003	Plaquemines	1055	656	3007022

8. Breton Sound 33 (Aquarius VUA)

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as said Leases fall within the geographic boundaries of that certain Voluntary Unit known as the BS 33 VUA, operated by Century Exploration New Orleans, Inc. in the Breton Sound Block 33 Field, containing 356.01 acres, effective February 14, 2007, which Voluntary Unit Agreement is recorded in Plaquemines Parish under COB 1139, Page 575, File No. 2007-00001810.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P10700883.000	State of Louisiana	Cypress Energy Corporation	S/L 17767	3/17/2003	Plaquemines	1043	389	03002567
P11900931.000	State of Louisiana	Petro-Land Resources, Inc.	S/L 17965	11/17/2003	Plaquemines	1060	366	03008810

* Not Mortgaged

**Exhibit A-1
Developed Leases**

9. Breton Sound 53 (Jupiter: SL 19050 #1, SL 19050 #2 and SL 19050 #3)

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as said Lease contributes to production from the SL 19050 #1 Well, the SL 19050 #2 Well and the SL 19050 #3 Well.								
Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P20101263.000	State of Louisiana	K-Exploration Co.	S/L 19050	8/9/2006	Plaquemines	1125	275	2006-00005508

10. Breton Sound 53 (Orion)

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as said Leases fall within the geographical confines of the TEX W RA SUA, created by Department of Conservation Order No. 1245-B, effective May 20, 2003, which Conservation Order has been recorded in Plaquemines Parish under COB 1047, Page 433, File No. 03004258, which unit covers 664.78 acres, more or less.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P00700147.000	State of Louisiana	Stephen M. Jenkins & Associates	SL 15683	4/14/1997	Plaquemines	893	225	
P00700217.000	State of Louisiana	Robert A. Schroeder, Inc.	SL 16735	6/19/2000	Plaquemines	978	405	
P00700218.000	State of Louisiana	Robert A. Schroeder, Inc.	SL 16736	6/19/2000	Plaquemines	978	422	
P00700220.000	State of Louisiana	Robert A. Schroeder, Inc.	SL 16738	6/19/2000	Plaquemines	978	456	
P00700219.000	State of Louisiana	Robert A. Schroeder, Inc.	SL 16737	6/19/2000	Plaquemines	978	439	
P00800091.000	State of Louisiana	Tenneco Oil Company	SL 12806	7/8/1987	Plaquemines	670	207	

11. Breton Sound 53 (Centaurus: SL 19391 #1 and SL 19391 #2)

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as said Lease contributes to production from the SL 19391 #1 Well and the SL 19391 #2 Well.								
Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P28501307.000	State of Louisiana	Century Exploration New Orleans, Inc.	SL 19391	6/13/2007	Plaquemines	1150	98	2007-00004351

12. Breton Sound 53 (Virgo North: SL 19051 #1)

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as said Lease contributes to production from the SL 19051 #1 Well.								
Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P20201264.000	State of Louisiana	Century Exploration New Orleans, Inc.	19051	8/9/2006	Plaquemines	1125	449	2006-00005546

* Not Mortgaged

**Exhibit A-1
Developed Leases**

13. SE Manila Village (Santos: 29 RA SUA; SL 19384 #1)

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as said Lease contributes to production from the SL 19384 #1 Well.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P22601312.000	State of Louisiana	K-Exploration Co.	SL 19384	5/9/2007	Plaquemines	1147	358	2007-00003766

14. VU2; SL 14216 (Zeus: VU2; SL 14216 #1)

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as said Leases fall within the geographical confines of the VU2, created by Agreement to Terminate Voluntary Unit Agreements and Create Voluntary Unit Agreement, which creates this VU 2 which agreement has been recorded in Plaquemines Parish under COB 1010, Page 693.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
* P34501691.000	State of Louisiana	Cypress Energy Development Co.	SL 14216	2/17/1992	Plaquemines	773	643	
* P34501692.000	State of Louisiana	Cypress Energy Development Co.	SL 14217	2/17/1992	Plaquemines	773	659	
* P34501693.000	State of Louisiana	Cypress Energy Development Co.	SL 14560	11/10/1993	Plaquemines	822	446	
* P34501694.000	State of Louisiana	Pel-Tex Oil Company, Inc.	SL 16298	10/19/1998	Plaquemines	940	87	
* P34501695.000	State of Louisiana	3TEC Energy Corporation	SL 16795	7/17/2000	Plaquemines	983	839	

15. Bayou Postillion (HH&L #1 & Cotten #1-Alt):

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Louisiana Parish recordation information			
				Parish where recorded	COB	Page	Entry
P14000004.000	State of Louisiana (SL 18258)	Century Exploration New Orleans, Inc.	9/8/2004	Iberia	1289		04-12822
P14000001.001	Marie Patricia Snyder et al	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1287	34	04-10895
P14000001.002	Donelson Caffery et al	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1295	210	04-16455
P14000001.003	Maribeth Lee Gamble	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1298	315	05-01624
P14000002.001	Kyle/Peterman Management Corporation, as ratified	Century Exploration Houston, Inc.	6/1/2004	Iberia	1286		04-10889
P14000003.001	Cotten Land Corporation	Century Exploration Houston, Inc.	7/8/2004	Iberia	1287	8	04-10894
P14000003.002	Venture Partners Ltd	Century Exploration Houston, Inc.	8/3/2004	Iberia	1288	126	04-11644
P14000003.003	HGFLT, L.L.C.	Century Exploration Houston, Inc.	8/3/2004	Iberia	1288	128	04-11645
P14000003.004	Goodrich Land & Energy LLC	Century Exploration Houston, Inc.	8/3/2004	Iberia	1288	124	04-11643
P14000003.005	Camille C Patton et al	Century Exploration Houston, Inc.	9/1/2004	Iberia	1290	860	04-13715

* Not Mortgaged

**Exhibit A-1
Developed Leases**

16. Bayou Postillion (M Snyder #1):

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the DISC 15 RB SUB (as created by that Louisiana Office of Conservation Order No. 386-Y-2, dated August 16, 2005 and effective on and after August 9, 2005, which Conservation Order is recorded in Iberia Parish under COB 1314, Page 188, File No. 2005-00010544) :

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Louisiana Parish recordation information			
				Parish where recorded	COB	Page	Entry
P1400004.000	State of Louisiana (SL 18258)	Century Exploration New Orleans, Inc.	9/8/2004	Iberia	1289		04-12822
P1400001.001	Marie Patricia Snyder et al	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1287	34	04-10895
P1400001.002	Donelson Caffery et al	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1295	210	04-16455
P1400001.003	Maribeth Lee Gamble	Pride Oil & Gas Properties, Inc.	4/27/2004	Iberia	1298	315	05-01624
P1400001.004	Taylor L Caffery	Century Exploration Houston, Inc.	2/7/2007	Iberia	1361	634	07-04338
P1400002.001	Kyle/Peterman Management Corporation, as ratified	Century Exploration Houston, Inc.	6/1/2004	Iberia	1286		04-10889
P1400003.001	Cotten Land Corporation	Century Exploration Houston, Inc.	1/14/2004	Iberia	1287	8	04-10894
P1400014.001	Kyle/Peterman Management Corporation	Century Exploration Houston, Inc.	9/1/2005	Iberia	1320	161	05-14292

17. Palmetto:

This exhibit covers the following leases INsofar AND ONLY INsofar as it relates to lands within the U-3 RA SUB as created by Louisiana Office of Conservation Order No. 1582 effective December 2, 2014 and described on the Unit Plat recorded in Conveyance Book 1336, Page 604, File No. 2015-00000705 of the records of Plaquemines Parish, Louisiana.

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P36301700.000	State of Louisiana	K-Exploration Co.	SL 21380	3/12/2014	Plaquemines	1314	173	2004-00001242
P36301702.000	Orleans Levee Board	K-Exploration Co.	SAL 21385	3/12/2014	Plaquemines	1314	203	2014-00001244
P36301704.000	Trebuchet, LLC et al	K-Exploration Co.		7/1/2014	Plaquemines	1325	630	2014-00003689

18. Pegasus:

Lease No.	Original Lessor(s)	Original Lessee(s)	Serial No.	Lease date	Louisiana Parish recordation information			
					Parish where recorded	COB	Page	Entry
P11801716.000	State of Louisiana	Century Exploration New Orleans, LLC	SL 21543	1/14/2015	Plaquemines	1335	630	2015-00000483
P11801715.000	State of Louisiana	Century Exploration New Orleans, LLC	SL 21540	1/14/2015	Plaquemines	1335	616	2015-00000482

* Not Mortgaged

**Exhibit A-1
Developed Leases**

19. Akula Prospect (Mil-Vid A-152 #1 and Mil-Vid A-152 #2):

This exhibit covers the following leases INsofar AND ONLY INsofar as it is located within the geographic boundaries of the "Mil-Vid Prop., et al 'A-152' Oil Unit No. 1", containing 449.18 acres, more or less, created by Voluntary Unitization Agreement, dated November 3, 2008 and effective September 30, 2008, recorded in Book 838, Page 603, File No. 198979, Official Records of Jasper County, Texas, which unit comprises acreage located in the T. & N. O. R.R. Sect. No. 81, Abstract 509, and the Sarah Gray League A-152, Jasper County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P14800195.001	Mil-Vid Properties, Inc.	Century Exploration Houston Inc	7/10/2006	Jasper	768	238	181488
P14800208.002	Kenneth W Cunningham Jr Est et al	Century Exploration Houston Inc	7/28/2006	Jasper	768	341	181502
P14800197.001	Mil-Vid Properties, Inc.	Century Exploration Houston Inc	7/10/2006	Jasper	768	238	181488
P19700204.002	Kenneth W Cunningham Jr Est et al	Century Exploration Houston Inc	7/28/2006	Jasper	768	321	181498
P19700204.003	The Allar Company	Century Exploration Houston, Inc.	8/11/2006	Jasper	768	353	181504
P22300445.001	The Allar Company	Century Exploration Houston Inc	5/9/2007	Jasper	788	770	186947
P22300445.002	Mil-Vid Properties Inc.	Century Exploration Houston Inc	5/4/2007	Jasper	788	774	186949
P22300445.003	Pearlstone Energy Partners, LLC	Century Exploration Houston Inc	6/1/2007	Jasper	795	145	188466
P22300445.004	Hilcorp Energy I LP	Century Exploration Houston Inc	5/10/2008	Jasper	824	1090	195384
P22300445.005	Kenneth W Cunningham Jr Est et al	Century Exploration Houston Inc	5/8/2008	Jasper	821	899	194586
P22300445.006	Richard P Donovan Estate	Century Exploration Houston Inc	5/8/2008	Jasper	825	297	195476
P22300445.007	William W Cunningham Estate	Century Exploration Houston Inc	5/8/2008	Jasper	825	304	195477
P22301304.001	Mil-Vid Properties, Inc.	Century Exploration Houston Inc	6/30/2008	Jasper	834	600	197838
P22301304.002	Est of Kenneth W Cunningham Jr et a	Century Exploration Houston Inc	7/31/2008	Jasper	835	522	198129
P22301304.003	William W Cunningham II	Century Exploration Houston Inc	7/31/2008	Jasper	835	528	198130
P22301304.004	Nena Donovan Levine	Century Exploration Houston Inc	7/31/2008	Jasper	835	534	198131
P22301375.001	Pearlstone Energy Partners, LLC	John L Robertson	9/11/2008	Jasper	833	533	197631
P25300957.001	The Allar Company	John L Robertson	7/1/2008	Jasper	827	617	196038
P25300957.002	Pearlstone Energy Partners LLC	John L Robertson	7/7/2008	Jasper	827	615	196037

* Not Mortgaged

**Exhibit A-1
Developed Leases**

20. Tiger Prospect (Pat Riley #1 Well):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the Riley Gas Unit; Pat Riley #1 Well, created by Unit Designation dated February 27, 2008 and recorded in Book 1669, Page 571, records of Hardin County, Texas, containing 320.00 acres, more or less, which unit is located in the Charles A. Felder League, A-21, Hardin County, Texas

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P19800417.001	Dolly Todd Fomby	Landcom Services Inc	12/4/2006	Hardin	1601	673	2007-657
P19800417.002	Zizmont Tree Farms LP	Landcom Services Inc	11/30/2006	Hardin	1601	669	2007-656
P19800417.003	Stanley Plettman	Landcom Services Inc	12/4/2006	Hardin	1601	677	2007-658
P19800417.004	Arthur Richardson III	Landcom Services Inc	12/8/2006	Hardin	1601	692	2007-660
P19800417.005	Margaret Ann Richardson Hight	Landcom Services Inc	12/8/2006	Hardin	1601	682	2007-659
P19800417.006	Herbert Branch	SKH Energy Fund L.P.	1/21/2005	Hardin	1487	803	2005-1727
P19800417.007	Dan B Dickey et al	SKH Energy Fund L.P.	10/6/2004	Hardin	1533	236	2005-10076
P19800417.008	Ann Elizabeth Hooks Frost	SKH Energy Fund L.P.	10/6/2004	Hardin	1533	226	2005-10073
P19800417.009	David Gayley Hooks	SKH Energy Fund L.P.	10/6/2004	Hardin	1509	57	2005-5766
P19800417.010	Haynes Family Trust et al	SKH Energy Fund L.P.	11/3/2004	Hardin	1487	862	2005-1748
P19800417.011	Inez Polk	SKH Energy Fund L.P.	11/24/2004	Hardin	1485	637	2005-1277
P19800417.012	Baptist Foundation of Texas	SKH Energy Fund L.P.	11/23/2004	Hardin	1487	858	2005-1747
P19800417.013	Estate of N D Williams	SKH Energy Fund L.P.	11/15/2004	Hardin	1509	60	2005-5767
P19800417.014	Marion T Knight	SKH Energy Fund L.P.	11/29/2004	Hardin	1485	633	2005-1276
P19800417.015	TMT Mineral Trust	SKH Energy Fund L.P.	11/24/2004	Hardin	1485	639	2005-1278
P19800417.016	Olga Prather Singleton Trust	SKH Energy Fund L.P.	11/23/2004	Hardin	1487	856	2005-1746
P19800417.017	Thomas Benjamin Hooks	SKH Energy Fund L.P.	11/30/2004	Hardin	1487	854	2005-1745
P19800417.018	Ruth Beatrix Hooks Armour	SKH Energy Fund L.P.	11/30/2004	Hardin	1487	852	2005-1744
P19800417.019	Estate of L L Williams	SKH Energy Fund L.P.	11/15/2004	Hardin	1487	872	2005-1752
P19800417.020	Willie Mae Feagin Residue Trust	SKH Energy Fund L.P.	11/23/2004	Hardin	1485	643	2005-1279
P19800417.021	Osborne P Wiggins Jr	SKH Energy Fund L.P.	11/24/2004	Hardin	1487	799	2005-1725
P19800417.022	George E Donalson III	SKH Energy Fund L.P.	10/6/2004	Hardin	1534	760	2005-10379
P19800417.023	George H Jarrott	SKH Energy Fund L.P.	1/21/2005	Hardin	1487	795	2005-1724
P19800417.024	T R Hannon Jr	SKH Energy Fund L.P.	1/25/2005	Hardin	1487	801	2005-1726
P19800417.025	Martha E Allison	SKH Energy Fund L.P.	1/21/2005	Hardin	1487	807	2005-1728
P19800417.026	H S Lanier et al	SKH Energy Fund L.P.	1/6/2005	Hardin	1485	645	2005-1280
P19800417.027	Jody J Hooks	SKH Energy Fund L.P.	3/21/2005	Hardin	1497	902	2005-3786

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P19800417.028	Elmer T Neill	SKH Energy Fund L.P.	3/21/2005	Hardin	1497	896	2005-3784
P19800417.029	Dwayne M Talbot Jr	SKH Energy Fund L.P.	3/21/2005	Hardin	1497	905	2005-3787
P19800417.030	Nancy Ann Clemmons Marco et al	SKH Energy Fund L.P.	1/5/2005	Hardin	1503	603	2005-4798
P19800417.031	Marianne Mel "Honey" Rhodes Groos	SKH Energy Fund L.P.	4/19/2005	Hardin	1533	233	2005-10075
P19800417.032	George T Tubb	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	75	2005-4693
P19800417.033	D. H. Johnston,TTE of Tyler Hardin	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	78	2005-4694
P19800417.034	Inez Polk	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	66	2005-4690
P19800417.035	John Tom Stewart Jr	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	63	2005-4689
P19800417.036	Bill F McGraw et ux	SKH Energy Fund L.P.	4/11/2005	Hardin	1503	600	2005-4797
P19800417.037	Fordham Murdy	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	72	2005-4692
P19800417.038	Rachel B Murdy	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	69	2005-4691
P19800417.039	Linda Lou Rhodes Jones	SKH Energy Fund L.P.	4/29/2005	Hardin	1513	599	2005-6592
P19800417.040	Charles W Tubb	SKH Energy Fund L.P.	3/21/2005	Hardin	1497	899	2005-3785
P19800417.041	ADJ Minerals, Ltd	SKH Energy Fund L.P.	4/15/2005	Hardin	1513	602	2005-6593
P19800417.042	White Birch LP	SKH Energy Fund L.P.	4/1/2005	Hardin	1513	597	2005-6591
P19800417.043	Pat Riley	SKH Energy Fund L.P.	3/21/2005	Hardin	1497	893	2005-3783
P19800417.044	Thomas B Waite Jr Trust	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	51	2005-4685
P19800417.045	Willie Jones Turner Jr	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	54	2005-4686
P19800417.046	Karolyn Riley Caldwell	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	60	2005-4688
P19800417.047	Daniel P Benbow	SKH Energy Fund L.P.	3/21/2005	Hardin	1503	57	2005-4687
P19800417.048	Sarah B Pearce	SKH Energy Fund L.P.	3/21/2005	Hardin	1510	331	2005-6002
P19800417.049	7H Partnership Ltd et al	SKH Energy Fund L.P.	4/5/2005	Hardin	1523	514	2005-8511
P19800417.050	D P Mann Trust	Antares Exploration Fund LP	11/1/2005	Hardin	1533	224	2005-10072
P19800417.051	Shelley Jordan	Antares Exploration Fund LP	12/1/2005	Hardin	1559	76	2006-4273
P19800417.052	Sara A Sandy	Antares Exploration Fund LP	12/1/2005	Hardin	1559	79	2006-4274
P19800417.053	Bachman Partnership No. One	John L Robertson	1/24/2007	Hardin	1619	329	2007-4034
P19800417.054	Bachman Partnership No. Two	John L Robertson	1/24/2007	Hardin	1619	331	2007-4035
P19800417.055	Ralph Neill	John L Robertson	1/31/2007	Hardin	1619	333	2007-4036
P19800417.056	Amelie S Cobb Ind & Trustee	John L Robertson	1/31/2007	Hardin	1619	335	2007-4037
P19800417.057	Orgain Partners Ltd	John L Robertson	2/2/2007	Hardin	1619	337	2007-4038
P19800417.058	Cynthia W Mueller	John L Robertson	2/27/2007	Hardin	1619	339	2007-4039
P19800417.059	Margie K Woods	John L Robertson	2/27/2007	Hardin	1619	341	2007-4040
P19800417.060	Wallace L Honeycutt	John L Robertson	2/27/2007	Hardin	1619	343	2007-4041

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P19800417.061	William H Turner Jr	John L Robertson	3/1/2007	Hardin	1619	345	2007-4042
P19800417.062	Barbara N Greene	John L Robertson	3/8/2007	Hardin	1619	347	2007-4043
P19800417.063	John G Tucker	John L Robertson	3/26/2007	Hardin	1619	349	2007-4044
P19800417.064	Anne F Swartwout by C Mistretta	John L Robertson	4/10/2007	Hardin	1619	352	2007-4045
P19800417.065	Josephine Austin Clark	John L Robertson	2/26/2007	Hardin	1619	355	2007-4046
P19800417.066	Virginia E Dupont et al	John L Robertson	5/8/2007	Hardin	1621	606	2007-4441
P19800417.067	John R Neill	John L Robertson	1/31/2007	Hardin	1621	604	2007-4440
P19800417.068	Jayne Turner Davis	John L Robertson	4/18/2007	Hardin	1623	741	2007-4800
P19800417.069	Swartwout Family Trust	John L Robertson	4/10/2007	Hardin	1623	743	2007-4801
P19800417.070	William C Ross III Trust et al	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	850	2007-7456
P19800417.071	Jean Dooling Brown, Ind & as Execut	John L Robertson	5/7/2007	Hardin	1628	51	2007-5636
P19800417.072	Kelley Austin	John L Robertson	6/12/2007	Hardin	1628	63	2007-5640
P19800417.073	William Kent Richards	John L Robertson	6/4/2007	Hardin	1628	60	2007-5639
P19800417.074	Ross Easterling Jr	John L Robertson	5/26/2007	Hardin	1628	53	2007-5637
P19800417.075	Elizabeth L Rectenwald	John L Robertson	5/26/2007	Hardin	1628	57	2007-5638
P19800417.076	Richard M Bell Trust et al	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	853	2007-7457
P19800417.077	Benjamin Allen Ellis Test Trt et al	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	857	2007-7458
P19800417.078	Benjamin Allen Ellis Trust et al	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	861	2007-7459
P19800417.079	Benjamin D Orgain Jr	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	865	2007-7460
P19800417.080	Jon Taylor et al	Century Exploration Houston, Inc.	7/2/2007	Hardin	1637	867	2007-7461
P19800417.081	Stacey Austin	John L Robertson	7/10/2007	Hardin	1634	150	2007-6743
P19800417.082	Robert John Hambright et al	John L Robertson	8/21/2007	Hardin	1645	495	2007-8827
P19800417.083	Michael Wesley Hooks Armour et al	Century Exploration Houston, Inc.	11/12/2007	Hardin	1656	42	2007-10179
P19800417.084	Ted R Hannon III	John L Robertson	11/21/2007	Hardin	1658	10	2007-10476
P19800417.085	Bill F McGraw, Trustee	Century Exploration Houston Inc	11/1/2007	Hardin	1675	452	2008-2559
P19800417.086	First Baptist Church of Donna Texas	Century Exploration Houston, Inc.	11/1/2007	Hardin	1675	42	2008-2468
P19800417.087	Mobil Producing Texas & New Mexico	Century Exploration Houston, Inc.	2/29/2008	Hardin	1676	905	2008-2880
P19800417.088	Winston Anderson Woerheide	John L Robertson	11/1/2007	Hardin	1678	564	2008-3200
P19800417.089	John T Blessing Jr	Century Exploration Houston Inc	1/1/2008	Hardin	1686	639	2008-4668
P19800417.090	Barbara Blessing Roucloux	Century Exploration Houston, Inc.	1/1/2008	Hardin	1687	655	2008-4890
P19800417.091	Cassie Hager	Century Exploration Houston, Inc.	1/5/2008	Hardin	1697	188	2008-6835
P19800417.092	Thelma Waite Turner	Century Exploration Houston, Inc.	1/1/2008	Hardin	1697	196	2008-6838
P19800417.093	Ted Talbot	Century Exploration Houston, Inc.	1/1/2008	Hardin	1697	192	2008-6837

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P19800417.094	Kent Ferguson Hager	Century Exploration Houston, Inc.	1/1/2008	Hardin	1697	190	2008-6836
P19800417.095	John Michael Talbot	Century Exploration Houston, Inc.	1/15/2008	Hardin	1699	89	2008-7234
P19800417.097	Marilyn S Chionsini Lifetime Trust	Century Exploration Houston, Inc.	1/5/2008	Hardin	1703	258	2008-8151
P19800417.098	Mary B Murdy	Century Exploration Houston, Inc.	1/5/2008	Hardin	1700	822	2008-7640
P19800417.099	Betty Jo Ross Courtney	Century Exploration Houston, Inc.	3/1/2008	Hardin	1722	539	2009-2318
P19800417.100	Donald Glen Huffman	Century Exploration Houston, Inc.	3/1/2008	Hardin	1725	910	2009-2983
P19800417.101	Betty Lou Thacker	Century Exploration Houston, Inc.	3/1/2008	Hardin	1735	0167	2009-4756
P19800417.102	Mazie E McLellan Will	Century Exploration Houston, Inc.	3/1/2008	Hardin	1736	43	2009-4950

21. Hammerhead Prospect (BP America A-39 #2):

This exhibit covers the following lease INsofar AND ONLY INsofar as it is located within the geographic boundaries of the BP America "A-39" Gas Unit No. 2, containing 352.00 acres, more or less, created by that certain Unit Designation dated June 2, 2008 and recorded in Book 1684, Page 701, #2008-4310, Records of Hardin County, Texas

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P19600257.000	BP America Production Company	Century Exploration Houston, Inc.	10/26/2006	Hardin	1590	98	

22. Hammerhead Prospect (BP America A-39 #3):

This exhibit covers the following lease as this well produces on a lease basis.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P30101518.000	BP America Production Company	Century Exploration Houston, LLC	1/21/13	Hardin			2013-3591

23. Sebastian Prospect (Sebastian Gas Unit):

This exhibit covers the following lease INsofar AND ONLY INsofar as it is located within the geographic boundaries of the Producing Block Designation for the Sebastian Gas Unit, containing 262.03 acres, more or less, created by that certain Producing Block Designation dated effective December 11, 2011 and recorded under Instrument No. 2012-28707, Records of Hardin County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P31101556.000	Black Stone Minerals Company, et al	Century Exploration Houston, Inc.	6/3/2011	Hardin			2011-21022

* Not Mortgaged

**Exhibit A-1
Developed Leases**

24. Jacques Prospect (Jacques #1 Well, Jacques #2 Well and Jacques #3 Well):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the Jacques Oil and Gas Unit, containing 320.0 acres, more or less, created by that certain Unit Agreement/Declaration dated effective June 6, 2012 and recorded under Instrument No. 2012-30100, Records of Hardin County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P30101518.000	BP America Production Co.	Century Exploration Houston, Inc.	2/28/2011	Hardin	1807	670	2011-18607
P19800417.001	Dolly Todd Fomby	Century Exploration Houston, Inc.	12/4/2006	Hardin			2007-657
P19800417.055	Ralph Neill	Century Exploration Houston, Inc.	1/31/2007	Hardin			2007-4036
P19800417.062	Barbara N Greene	Century Exploration Houston, Inc.	3/8/2007	Hardin			2007-4043
P19800417.065	Josephine Austin Clark	Century Exploration Houston, Inc.	2/26/2007	Hardin			2007-4046
P19800417.067	John R Neill	Century Exploration Houston, Inc.	1/31/2007	Hardin			2007-4440
P19800417.091	Cassie Hager	Century Exploration Houston, Inc.	1/5/2008	Hardin			2008-6835
P19800417.092	Thelma Waite Turner	Century Exploration Houston, Inc.	1/1/2008	Hardin			2008-6838
P19800417.094	Kent Ferguson Hager	Century Exploration Houston, Inc.	1/1/2008	Hardin			2008-6836
P19800417.098	Mary B Murdy	Century Exploration Houston, Inc.	1/5/2008	Hardin			2008-7640
P30101525.001	TMT Mineral Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20019
P30101525.002	Bill F McGraw Trustee	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20017
P30101525.003	McGraw Minerals Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20018
P30101525.004	Baptist Foundation of Texas	Century Exploration Houston, Inc.	3/14/2011	Hardin			2011-20016
P30101525.005	Margaret Ann R Hight Ind & Trustee	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20020
P30101525.006	Arthur J Richardson III et al	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20021
P30101525.007	Jayne Turner Davis	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20024
P30101525.008	Ted R Hannon III	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20023
P30101525.009	Estate of L L Williams	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20022
P30101525.010	Swartwout Family Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20025
P30101525.011	Marilyn S Chionsini Lifetime Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20029
P30101525.012	Vivian Henderson Pedigo Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20027
P30101525.013	7H Partnership Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20028
P30101525.014	William Hardee Turner Jr	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20026
P30101525.015	George E Donalson III	Century Exploration Houston, Inc.	3/28/2011	Hardin			2011-20030
P30101525.016	David Gayley Hooks	Century Exploration Houston, Inc.	3/28/2011	Hardin			2011-20032
P30101525.017	Thomas Benjamin Hooks	Century Exploration Houston, Inc.	3/28/2011	Hardin			2011-20031

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P30101525.018	Ruth Hooks Armour et al	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20033
P30101525.019	William Murray Ross	Century Exploration Houston, Inc.	4/14/2011	Hardin		2011-20036
P30101525.020	Malcolm Carl Ross	Century Exploration Houston, Inc.	4/14/2011	Hardin		2011-20035
P30101525.021	Dan B Dickey et al	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20037
P30101525.022	Olga Prather Singleton Trust	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20038
P30101525.023	Linda Lou Rhodes	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20725
P30101525.024	Ann Hooks Frost Indiv & Remainder	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20724
P30101525.025	ADJ Minerals Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20726
P30101525.026	Oil & Gas Lease Brokers	Century Exploration Houston, Inc.	5/16/2011	Hardin		2011-20728
P30101525.027	Barbara Lanier Holmes et al	Century Exploration Houston, Inc.	5/16/2011	Hardin		2011-20727
P30101525.028	Donald Jay Allums Jr	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-20729
P30101525.029	Wallace Lee Honeycutt	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21750
P30101525.030	James Anderson Allums Indv & Ttee	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21749
P30101525.032	Orgain Partners Ltd	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21752
P30101525.033	Donald Glen Huffman	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21751
P30101525.034	Winston Anderson Woerheide	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-21747
P30101525.035	John Michael Talbot	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21754
P30101525.036	Stacey Austin	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21753
P30101525.037	Betty Lou Thacker	Century Exploration Houston, Inc.	7/14/2011	Hardin		2011-21755
P30101525.038	Bachman Partnership No One	Century Exploration Houston, Inc.	7/14/2011	Hardin		2011-21756
P30101525.039	Bachman Partnership No Two	Century Exploration Houston, Inc.	7/5/2011	Hardin		2011-21757
P30101525.040	William Kent Richards	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-21758
P30101525.041	JHJ Properties Ltd	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-24991
P30101525.042	Clayton & Associates Inc	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-24996
P30101525.043	Turner F Austin II	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24995
P30101525.044	Zizmont Tree Farms LP	Century Exploration Houston, Inc.	8/4/2011	Hardin		2011-24994
P30101525.045	Margie K Woods	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24993
P30101525.046	Cynthia W Mueller	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24992
P30101525.047	Katherine Sue Hambright	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24998
P30101525.048	Phoebe Hambright Dishman	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24999
P30101525.049	Robert John Hambright	Century Exploration Houston, Inc.	06/01/2011	Hardin		2011-24997
P30101525.056	White Birch LP	Century Exploration Houston, LLC	1/1/2013	Hardin		2013-37711
P30101748.001	Estate of N D Williams	Century Exploration Houston, LLC	2/28/2012	Hardin		2012-27799

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P33501714.001	Estate of N D Williams	Century Exploration Houston, LLC	12/8/2011	Hardin			2012-26376
P33501765.001	Lanny Haynes et al	Century Exploration Houston, LLC	1/26/2012	Hardin			2012-27882
P33501765.017	Marianne Rhodes Groos	Century Exploration Houston, LLC	1/20/2012	Hardin			2012-26566

25. Jacques Prospect (Jacques #4 Well):

This exhibit covers the following leases INsofar AND ONLY INsofar as it is located within the geographic boundaries of the Jacques Oil and Gas Unit, containing 320.0 acres, more or less, created by that certain Unit Agreement/Declaration dated effective June 6, 2012 and recorded under Instrument No. 2012-30100, Records of Hardin County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P30101518.000	BP America Production Co.	Century Exploration Houston, Inc.	2/28/2011	Hardin			2011-18607
P19800417.001	Dolly Todd Fomby	Century Exploration Houston, Inc.	12/4/2006	Hardin			2007-657
P19800417.055	Ralph Neill	Century Exploration Houston, Inc.	1/31/2007	Hardin	1619	333	2007-4036
P19800417.062	Barbara N Greene	Century Exploration Houston, Inc.	3/8/2007	Hardin	1619	347	2007-4043
P19800417.065	Josephine Austin Clark	Century Exploration Houston, Inc.	2/26/2007	Hardin	1619	355	2007-4046
P19800417.067	John R Neill	Century Exploration Houston, Inc.	1/31/2007	Hardin	1621	604	2007-4440
P19800417.091	Cassie Hager	Century Exploration Houston, Inc.	1/5/2008	Hardin	1697	188	2008-6835
P19800417.092	Thelma Waite Turner	Century Exploration Houston, Inc.	1/1/2008	Hardin	1697	196	2008-6838
P19800417.094	Kent Ferguson Hager	Century Exploration Houston, Inc.	1/1/2008	Hardin	1697	190	2008-6836
P19800417.098	Mary B Murdy	Century Exploration Houston, Inc.	1/5/2008	Hardin	1700	822	2008-7640
P30101525.001	TMT Mineral Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20019
P30101525.002	Bill F McGraw Trustee	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20017
P30101525.003	McGraw Minerals Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20018
P30101525.004	Baptist Foundation of Texas	Century Exploration Houston, Inc.	3/14/2011	Hardin			2011-20016
P30101525.005	Margaret Ann R Hight Ind & Trustee	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20020
P30101525.006	Arthur J Richardson III et al	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20021
P30101525.007	Jayne Turner Davis	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20024
P30101525.008	Ted R Hannon III	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20023
P30101525.009	Estate of L L Williams	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20022
P30101525.010	Swartwout Family Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20025
P30101525.011	Marilyn S Chionsini Lifetime Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20029
P30101525.012	Vivian Henderson Pedigo Trust	Century Exploration Houston, Inc.	3/7/2011	Hardin			2011-20027

* Not Mortgaged

Exhibit A-1
Developed Leases

P30101525.013	7H Partnership Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20028
P30101525.014	William Hardee Turner Jr	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20026
P30101525.015	George E Donalson III	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20030
P30101525.016	David Gayley Hooks	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20032
P30101525.017	Thomas Benjamin Hooks	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20031
P30101525.018	Ruth Hooks Armour et al	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20033
P30101525.019	William Murray Ross	Century Exploration Houston, Inc.	4/14/2011	Hardin		2011-20036
P30101525.020	Malcolm Carl Ross	Century Exploration Houston, Inc.	4/14/2011	Hardin		2011-20035
P30101525.021	Dan B Dickey et al	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20037
P30101525.022	Olga Prather Singleton Trust	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20038
P30101525.023	Linda Lou Rhodes	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20725
P30101525.024	Ann Hooks Frost Indiv & Remainder	Century Exploration Houston, Inc.	3/28/2011	Hardin		2011-20724
P30101525.025	ADJ Minerals Ltd	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-20726
P30101525.026	Oil & Gas Lease Brokers	Century Exploration Houston, Inc.	5/16/2011	Hardin		2011-20728
P30101525.027	Barbara Lanier Holmes et al	Century Exploration Houston, Inc.	5/16/2011	Hardin		2011-20727
P30101525.028	Donald Jay Allums Jr	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-20729
P30101525.029	Wallace Lee Honeycutt	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21750
P30101525.030	James Anderson Allums Indv & Ttee	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21749
P30101525.032	Orgain Partners Ltd	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21752
P30101525.033	Donald Glen Huffman	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21751
P30101525.034	Winston Anderson Woerheide	Century Exploration Houston, Inc.	3/7/2011	Hardin		2011-21747
P30101525.035	John Michael Talbot	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21754
P30101525.036	Stacey Austin	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-21753
P30101525.037	Betty Lou Thacker	Century Exploration Houston, Inc.	7/14/2011	Hardin		2011-21755
P30101525.038	Bachman Partnership No One	Century Exploration Houston, Inc.	7/14/2011	Hardin		2011-21756
P30101525.039	Bachman Partnership No Two	Century Exploration Houston, Inc.	7/5/2011	Hardin		2011-21757
P30101525.040	William Kent Richards	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-21758
P30101525.041	JHJ Properties Ltd	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-24991
P30101525.042	Clayton & Associates Inc	Century Exploration Houston, Inc.	8/5/2011	Hardin		2011-24996
P30101525.043	Turner F Austin II	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24995
P30101525.044	Zizmont Tree Farms LP	Century Exploration Houston, Inc.	8/4/2011	Hardin		2011-24994
P30101525.045	Margie K Woods	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24993
P30101525.046	Cynthia W Mueller	Century Exploration Houston, Inc.	6/1/2011	Hardin		2011-24992

* Not Mortgaged

Exhibit A-1
Developed Leases

P30101525.047	Katherine Sue Hambricht	Century Exploration Houston, Inc.	6/1/2011	Hardin			2011-24998
P30101525.048	Phoebe Hambricht Dishman	Century Exploration Houston, Inc.	6/1/2011	Hardin			2011-24999
P30101525.049	Robert John Hambricht	Century Exploration Houston, Inc.	6/1/2011	Hardin			2011-24997
P30101525.056	White Birch LP	Century Exploration Houston, LLC	1/1/2013	Hardin			2013-37711
P30101748.001	Estate of N D Williams	Century Exploration Houston, LLC	2/28/2012	Hardin			2012-27799
P33501714.001	Estate of N D Williams	Century Exploration Houston, LLC	12/8/2011	Hardin			2012-26376
P33501765.001	Lanny Haynes et al	Century Exploration Houston, LLC	1/26/2012	Hardin			2012-27882
P33501765.017	Marianne Rhodes Groos	Century Exploration Houston, LLC	1/20/2012	Hardin			2012-26566
P19800417.040	Charles W Tubb	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-3785
P19800417.033	D H Johnston, Ttee of the Tyler Hardin Trust	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4694
P19800417.047	Daniel Joseph Benbow	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4687
P19800417.020	David A Feagin, Trustee of the Willie Mae Feagin Residue Tst	SKH Energy Fund, L.P.	11/23/2004	Hardin			2005-1279
P19800417.029	Dwayne M Talbot Jr	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-3787
P19800417.028	Elmer T & Frances K Neill Family Trust	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-3784
P19800417.032	George Tomlinson Tubb	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4693
P19800417.027	Jody J Hooks	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-3786
P19800417.044	Joe Metz, Trustee of the Thomas B. Waite, Jr. Trust	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4685
P19800417.035	Nellouise Stewart	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4689
P19800417.046	Karolyn Riley Caldwell	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4688
P19800417.021	Osborne Pinkney Wiggins	SKH Energy Fund, L.P.	11/24/2004	Hardin			2005-1725
P19800417.043	Pat Riley II	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-3783
P19800417.045	Willie Jones Turner	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-4686
P19800417.052	Sarah Allen Austin Zondlo	Antares Exploration Fund LP	12/1/2005	Hardin	1559	79	2006-4274
P19800417.048	Sarah Elizabeth Benbow Pearce	SKH Energy Fund, L.P.	3/21/2005	Hardin			2005-6002

* Not Mortgaged

**Exhibit A-1
Developed Leases**

26. Flipper Prospect (MVP "A-152" No. 1 Gas Unit):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the MVP "A-152" Gas Unit, containing 246.087 acres, more or less, created by that certain Unit Designation dated effective November 1, 2011 and recorded in Book 924, Page 88, #238305, Records of Jasper County, Texas, and Instrument No. 374432, Official Records of Orange County, Texas, the current unit well being the MVP A-152 No. 4

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P22301375.001	Pearlstone Energy Partners, LLC	John L. Robertson	9/11/2008	Jasper	833	533	
				Orange			332727
P25300957.002	Pearlstone Energy Partners, LLC	John L. Robertson	7/7/2008	Jasper	827	615	
				Orange			373340
P25601165.005	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344726
P25601165.006	Kenneth W. Cunningham Jr. Est. et al	Century Exploration Houston, Inc.	10/23/2009	Jasper	869	772	
				Orange			350033
P25601165.009	The Allar Company	Century Exploration Houston, Inc.	3/31/2010	Orange			355256
P25601165.010	B Red Inc.	John L. Robertson	4/1/2010	Orange			354365
P25601165.011	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	10/1/2010	Jasper	897	84	
				Orange			361354
P25601441.001	The Allar Company	Century Exploration Houston, Inc.	6/16/2009	Jasper	857	304	
				Orange			343956
P25601441.002	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Jasper	858	927	
				Orange			344721

* Not Mortgaged

**Exhibit A-1
Developed Leases**

27. Flipper Prospect (MVP "A-152" No. 2 Gas Unit, MVP A-152 Gas Unit Well #6 - Flipper #7):

This exhibit covers the following leases INsofar AND ONLY INsofar as it is located within the geographic boundaries of the MVP "A-152" No. 2 Gas Unit, containing 246.087 acres, more or less, created by that certain Unit Designation dated effective November 1, 2011 and recorded in Book 924, Page 116, #238306, Records of Jasper County, Texas, and Instrument No. 374433, Official Records of Orange County, Texas which unit was revised by Amended Unit Designation dated effective 12/9/2013, said unit containing 320.00 acres, more or less, which Amended Unit Designation was recorded under Instrument Number 252875, Book 984, Page 913, Records of Jasper County, Texas

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P22301375.001	Pearlstone Energy Partners, LLC	John L. Robertson	9/11/2008	Jasper	833	533	
				Orange			332727
P22301375.003	Mil-Vid Properties, Inc. (A-185) Tr.39	Century Exploration Houston, Inc.	7/11/2009	Orange			344725
P25601165.005	Mil-Vid Properties, Inc. (A-378) Tr.40	Century Exploration Houston, Inc.	7/11/2009	Orange			344726
P25601165.006	Kenneth W. Cunningham Jr. Est. et al	Century Exploration Houston, Inc.	10/23/2009	Jasper	869	772	
				Orange			350033
P25601165.007	The Allar Company	Century Exploration Houston, Inc.	3/31/2010	Orange			355255
P25601165.009	The Allar Company (A-378) Tr.40	Century Exploration Houston, Inc.	3/31/2010	Orange			355256
P25601165.010	B Red Inc.	John L. Robertson	4/1/2010	Orange			354365
P25601165.011	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	10/1/2010	Jasper	897	84	
				Orange			361354
P25601441.001	The Allar Company	Century Exploration Houston, Inc.	6/16/2009	Jasper	857	304	
				Orange			343956
P25601441.002	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Jasper	858	927	
				Orange			344721
P29501919.001	CHMinerals, LLC	Century Exploration Houston, LLC	4/1/2013	Orange			392941
P25601165.014	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			377963
P29501919.002	Nena Donovan Levine et al	Century Exploration Houston, LLC	4/1/2013	Orange			393135
P29501937.003	PLE, Inc.	Century Exploration Houston, LLC	9/18/2013	Orange			399884
P29501937.002	B Red, Inc.	Century Exploration Houston, LLC	10/1/2013	Orange			399382
P29501937.004	Waypoint Exploration, LLC	Century Exploration Houston, LLC	9/18/2013	Orange			399883
P29501937.001	CHMinerals, LLC et al	Century Exploration Houston, LLC	10/1/2013	Orange			399988
P29401498.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	1/18/2011	Orange			368590
				Jasper	908	150	233975
P29501502.003	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367383
P14801462.001	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344729
P29501502.001	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	1/17/2011	Orange			364757

* Not Mortgaged

**Exhibit A-1
Developed Leases**

28. Flipper Prospect (MVP "A-152" No. 3 Gas Unit):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the MVP "A-152" No. 3 Gas Unit, containing 246.086 acres, more or less, created by that certain Unit Designation dated effective November 1, 2011 and recorded in Book 924, Page 144, #238307, Records of Jasper County, Texas, and Instrument No. 374434, Official Records of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P22301375.001	Pearlstone Energy Partners, LLC	John L. Robertson	9/11/2008	Jasper	833	533	
				Orange			332727
P22301375.003	Mil-Vid Properties, Inc. (A-185) Tr.39	Century Exploration Houston, Inc.	7/11/2009	Orange			344725
P22301375.004	Mil-Vid Properties, Inc. (A-83) Tr.49	Century Exploration Houston, Inc.	7/11/2009	Orange			344728
P25601165.006	Kenneth W. Cunningham Jr. Est. et al	Century Exploration Houston, Inc.	10/23/2009	Jasper	869	772	
				Orange			350033
P25601165.007	The Allar Company	Century Exploration Houston, Inc.	3/31/2010	Orange			355255
P25601165.008	The Allar Company (A-83) Tr.49	Century Exploration Houston, Inc.	3/31/2010	Orange			355257
P25601165.010	B Red Inc.	John L. Robertson	4/1/2010	Orange			354365
P25601165.011	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	10/1/2010	Jasper	897	84	
				Orange			361354
P25601441.001	The Allar Company (A-152)	Century Exploration Houston, Inc.	6/16/2009	Jasper	857	304	
				Orange			343956
P25601441.002	Mil-Vid Properties, Inc. (A-152) Tr.25	Century Exploration Houston, Inc.	7/11/2009	Jasper	858	927	
				Orange			344721

29. Flipper Prospect (MVP "A-376" No. 1):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the Flipper 4 Gas Unit, containing 463.99 acres, more or less, created by that certain Unit Designation dated effective May 16, 2013 and recorded under Instrument No. 393838, Official Records of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P14801460.001	Mil-vid Properties Inc. A-376 Tr.38	Century Exploration Houston, Inc.	7/11/2009	Orange			344724
P14801461.001	Mil-vid Properties Inc. A-517 Tr.48	Century Exploration Houston, Inc.	7/11/2009	Orange			344727
P25601165.005	Mil-vid Properties Inc. A-429 Tr.37	Century Exploration Houston, Inc.	7/11/2009	Orange			344726
P25601165.012	B Red Inc (A-430, 136, 322, 81, etc	Century Exploration Houston, Inc.	8/31/2011	Orange			373077
P25601908.001	Pearlstone Energy Partners, LLC	Century Exploration Houston, LLC	12/1/2012	Orange			389795
P29401498.002	Pearlstone Energy Partners LLC	Century Exploration Houston, Inc.	1/18/2011	Orange			368590

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P29401498.003	Kenneth W Cunningham Jr Est et al	Century Exploration Houston, Inc.	12/16/2010	Orange			366698
P29501502.002	B Red Inc	Century Exploration Houston, Inc.	1/24/2011	Orange			364989
P29501502.004	The Allar Company (A-376)	Century Exploration Houston, Inc.	3/1/2011	Orange			367380
P29501502.005	The Allar Company (A-429)	Century Exploration Houston, Inc.	3/1/2011	Orange			367379
P31001526.006	The Allar Company (A-517)	Century Exploration Houston, Inc.	6/7/2011	Orange			370317
P34001903.003	CHMinerals LLC	Century Exploration Houston, LLC	12/1/2012	Orange			390258
P34001903.004	Nena Donovan Levine et al	Century Exploration Houston, LLC	12/1/2012	Orange			389753
P29501503.002	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367381
P22301375.004	Mil-vid Properties Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344728
P29501503.001	Mil-vid Properties Inc.	Century Exploration Houston, Inc.	1/17/2011	Orange			364754

30. Phineas Prospect (MVP "A-83" No. 1):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the Phineas Gas Unit, containing 488.55 acres, more or less, created by that certain Unit Designation dated effective May 16, 2013 and recorded under Instrument No. 393837, Official Records of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P14801462.001	Mil-vid Properties Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344729
P22301375.004	Mil-vid Properties Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344728
P25601165.012	B Red Inc	Century Exploration Houston, Inc.	8/31/2011	Orange			373077
P29401498.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	1/18/2011	Orange			368590
P29401498.003	Kenneth W Cunningham Jr Est et al	Century Exploration Houston, Inc.	12/16/2010	Orange			366698
P29501502.002	B Red Inc	Century Exploration Houston, Inc.	1/24/2011	Orange			364989
P29501502.003	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367383
P29501503.001	Mil-vid Properties Inc.	Century Exploration Houston, Inc.	1/17/2011	Orange			364754
P29501503.002	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367381
P31001526.010	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			376362
P31001526.011	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			376363
P31001526.012	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			376364
P34001903.001	Mil-vid Properties Inc.	Century Exploration Houston, LLC	12/1/2012	Orange			389799
P34001904.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, LLC	12/1/2012	Orange			389797
P34001903.003	CHMinerals, LLC	Century Exploration Houston, LLC	12/1/2012	Orange			390258
P34001903.004	Nena Donovan Levine, et al	Century Exploration Houston, LLC	12/1/2012	Orange			389753

* Not Mortgaged

**Exhibit A-1
Developed Leases**

P34001905.001	Mil-vid Properties Inc.	Century Exploration Houston, LLC	12/1/2012	Orange			389800
P34001905.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, LLC	12/1/2012	Orange			389798
P34001904.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, LLC	12/1/2012	Orange			389797

31. Phineas No. 2 Prospect (MVP "A-183" No. 1):

This exhibit covers the following leases INsofar AND ONLY INsofar as the following described leases cover and include those lands within the geographic confines of the Phineas No. 2 Gas Unit, as described in that Unit Designation made effective on May 21, 2014, recorded under instrument number 407018, of the official Public Records of Real Property of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee	Lease Date	Texas County recordation information			
				County where memorandum is recorded	Book	Page	Registry
P31001526.007	The Allar Company	Century Exploration Houston, Inc.	6/7/2011	Orange			370318
P31001526.013	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			376365
P31001526.009	The Allar Company	Century Exploration Houston, Inc.	11/15/2011	Orange			376366
P34801940.009	P.L.E., Inc.	Trennon Resources	10/15/2012	Orange			386767
P34801940.008	B Red Inc.	Trennon Resources	10/15/2012	Orange			386768
P34801913.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392064
P34801912.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392065
P34801910.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392066
P34801910.002	Pearlstone Energy Partners, L.L.C.	Century Exploration Houston, LLC	3/11/2013	Orange			392114
P34801940.007	Nena Donovan Levine	Cimarex Energy Co.	3/21/2013	Orange			392182
P34801940.004	James J. Donovan	Cimarex Energy Co.	3/21/2013	Orange			392183
P34801940.006	Michael Lenehan	Cimarex Energy Co.	3/21/2013	Orange			392184
P34801940.003	Eve D. Nelson	Cimarex Energy Co.	3/21/2013	Orange			392185
P34801940.002	Daniel G. Donovan, III	Cimarex Energy Co.	3/21/2013	Orange			392186
P34801940.005	Maeve F. Duncan	Cimarex Energy Co.	3/21/2013	Orange			392187
P34801940.001	CHMinerals, LLC	Cimarex Energy Co.	3/21/2013	Orange			392188
P31001526.017	The Allar Company	Allar Development LLC	6/7/2012	Orange			393085
P31001526.018	The Allar Company	Allar Development LLC	11/15/2012	Orange			393086
P31001526.016	The Allar Company	Allar Development LLC	11/15/2012	Orange			393744
P34801940.008	Waypoint Exploration, LLC	Cimarex Energy Co.	9/12/2013	Orange			399198
P34801938.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	10/1/2013	Orange			399852
P34801939.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	10/1/2013	Orange			399853
P34801939.002	Pearlstone Energy Partners, L.L.C.	Century Exploration Houston, LLC	2/10/2014	Orange			403852
P34801938.002	The Allar Company	Century Exploration Houston, LLC, et al	2/14/2014	Orange			404376

* Not Mortgaged

**Exhibit A-1
Developed Leases**

32. Phineas No. 3 Prospect (MVP "A-183" No. 2):

This exhibit covers the following leases INsofar AND ONLY INsofar as the following described leases cover and include those lands within the geographic confines of the Phineas No. 3 Gas Unit, as described in that Unit Designation made effective on June 3, 2014, recorded under instrument number 407574, of the official Public Records of Real Property of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee	Lease Date	Texas County recordation information			
				County where memorandum is recorded	Book	Page	Registry
P34801910.002	Pearlstone Energy Partners, L.L.C.	Century Exploration Houston, LLC	3/11/2013	Orange			392114
P34801910.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392066
P31001526.007	The Allar Company	Century Exploration Houston, Inc.	6/7/2011	Orange			370318
P34801940.001	CHMinerals, LLC	Cimarex Energy Co.	3/21/2013	Orange			392188
P34801940.002	Daniel G. Donovan, III	Cimarex Energy Co.	3/21/2013	Orange			392186
P34801940.003	Eve D. Nelson	Cimarex Energy Co.	3/21/2013	Orange			392185
P34801940.004	James J. Donovan	Cimarex Energy Co.	3/21/2013	Orange			392183
P34801940.005	Maeve F. Duncan	Cimarex Energy Co.	3/21/2013	Orange			392187
P34801940.006	Michael Lenehan	Cimarex Energy Co.	3/21/2013	Orange			392184
P34801940.007	Nena Donovan Levine	Cimarex Energy Co.	3/21/2013	Orange			392182
P34801940.008	B Red Inc.	Trennon Resources	10/15/2012	Orange			386768
P34801940.009	P.L.E., Inc.	Trennon Resources	10/15/2012	Orange			386767
P34801940.008	Waypoint Exploration, LLC	Cimarex Energy Co.	9/12/2013	Orange			399198
P31001526.017	The Allar Company	Allar Development LLC	6/7/2012	Orange			393085

* Not Mortgaged

**Exhibit A-1
Developed Leases**

33. Phineas No. 4 Prospect (MVP A-98 #1):

This exhibit covers the following leases INsofar AND ONLY INsofar as the following described leases cover and include those lands within the geographic confines of the Phineas No. 4 Oil and Gas Unit, as described in that Unit Designation made effective on October 24, 2014, recorded under instrument number 412657, of the official Public Records of Real Property of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee	Lease Date	Texas County recordation information			
				County where memorandum is recorded	Book	Page	Registry
P31001526.015	Larry D. and Nita S. Greene Rev. Living Trust	Century Exploration Houston, LLC	8/27/2012	Orange			385919
P34001911.001	Loving Acres, Inc.	Century Exploration Houston, LLC	3/1/2013	Orange			391379
P34801909.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392067
P34801909.002	Tennie L. Webster	Century Exploration Houston, LLC	7/1/2014	Orange			409116
P34801909.003	Rachel Bourgeois	Century Exploration Houston, LLC	6/3/2014	Orange			408283
P34801909.004	Janet Jean Doughty	Century Exploration Houston, LLC	6/3/2014	Orange			408282
P34801909.005	Charles L. Bourgeois	Century Exploration Houston, LLC	6/3/2014	Orange			408284
P34801909.006	Michelle Bourgeois	Century Exploration Houston, LLC	6/3/2014	Orange			408285
P34801909.007	James Arthur Bourgeois	Century Exploration Houston, LLC	6/3/2014	Orange			408286
P34801909.008	John Christopher Bourgeois	Century Exploration Houston, LLC	6/3/2014	Orange			408863
P34801909.009	Edith Sperry Rolston	Century Exploration Houston, LLC	8/18/2014	Orange			410980
P34801910.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392066
P34801922.001	Clinton W. Harris et ux (Waypoint)	Century Exploration Houston, Inc.	11/14/2012	Orange			391800
P34801942.001	John S. Hayden et ux (Cimarex)	Ashton Properties	11/8/2013	Orange			399596
P35301934.000	BP America Production Company	Century Exploration Houston, LLC	7/3/2013	Hardin			2013-39395
P34801910.001	Mil-Vid Properties, Inc.	Century Exploration Houston, LLC	3/11/2013	Orange			392066
P34801910.002	Pearlstone Energy Partners, L.L.C.	Century Exploration Houston, LLC	3/1/2013	Orange			392114
P34801947.000	General Land Office of the State of Texas	Century Exploration Houston, LLC	10/24/2014	Orange			413797
P34801910.003	Zackry Slate Coward	Century Exploration Houston, LLC	12/22/2014	Orange			414494

* Not Mortgaged

**Exhibit A-1
Developed Leases**

34. Doty Deep Prospect (Hagler BP No. 1):

This exhibit covers the following leases INSOFAR AND ONLY INSOFAR as the following described leases cover and include those lands within the geographic confines of the Hagler BP Fee No. 1 Gas Unit, as described in that Declaration of Pooled Unit made effective on September 10, 2013, recorded under instrument number 398926, of the official Public Records of Real Property of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P32701858.000	J L Singleton Jr et ux	Corbut & Associates LLC	8/4/2008	Orange Orange			332985 373868
P32701860.001	Timothy Owen Singleton	Corbut & Associates LLC	8/27/2008	Orange Orange Orange			332987 373867 378864
P32701861.001	James David Liston et al	Corbut & Associates LLC	7/16/2008	Orange			332986
P32701864.000	James David Liston et al	Corbut & Associates LLC	2/25/2014	Orange			341200
P32701874.000	BP America Production Co.	Hilcorp Energy, L.P.	2/10/2012	Orange			379151
P32701876.000	G F Resources Inc	Hilcorp Energy, L.P.	3/22/2012	Orange			379708
P32701880.001	Sandra Watkins Hight	Hilcorp Energy, L.P.	1/5/2012	Orange			378558
P32701880.002	Katherine Watkins Oakes	Hilcorp Energy, L.P.	1/5/2012	Orange			378381
P32701880.003	Cory Ross Watkins	Hilcorp Energy, L.P.	1/5/2012	Orange			378865
P32701880.004	Bettie Watkins	Hilcorp Energy, L.P.	1/5/2012	Orange			378866
P32701890.000	Kim M Dillow et al	Hilcorp Energy, L.P.	6/8/2012	Orange			383357
P32701946.001	J L Singleton Sr et ux	Gregory T Smith	3/28/1991	Orange	783	615	91052
P32701946.002	May Ellen DeCell, Ind & AIF	Energy Development Corporation	10/30/1995	Orange	974	646	149213
P32701946.003	Ella Lee Neal Hart	Energy Development Corporation	1/22/1997	Orange	1040	437	169254
P32701946.004	Wesley L Neal Jr	Energy Development Corporation	1/22/1997	Orange	1040	439	169255
P32701946.005	Debra L Casey Clarke	Tri-C Resources, Inc.	10/27/1999	Orange	1160	90	203817
P32701946.006	Rachelle Casey	Tri-C Resources, Inc.	10/27/1999	Orange	1160	92	203818
P32701946.007	Detlev James Casey	Tri-C Resources	10/27/1999	Orange	1160	94	203819
P32701946.008	Edna Beatrice Casey	Tri-C Resources, Inc.	10/27/1999	Orange	1163	616	204864
P32701946.009	Aubrey Kimler et ux	Tri-C Resources, Inc.	11/5/1998	Orange	1105	665	188131
P32701946.010	Mattie Lou Koster	Gregory T Smith	1/21/1991	Orange	781	602	90399
P32701946.011	Willie King Bending	Kilrush Petroleum, Inc.	1/29/1994	Orange	895	926	125842

* Not Mortgaged

**Exhibit A-1
Developed Leases**

35. Black Tip Prospect (BP America "A-101" No. 1):

This exhibit covers the following lease INSO FAR AND ONLY INSO FAR as it is located within the geographic boundaries of the BP America "A-101" Oil Unit, containing 40.0 acres, more or less, created by that certain Unit Designation dated effective January 12, 2007 and recorded under Instrument No. 317843, Official Records of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P19400234.000	BP America Production Co.	Century Exploration Houston, Inc.	8/22/2006	Orange			302751

36. CA - Belridge 64 Prospect (Gump Trust No. 1, No. 2 & No.3):

This exhibit covers the following leases INSO FAR AND ONLY INSO FAR as they are located within the geographic boundaries of the SW/4 of Section 30, Township 26 South, Range 20 East, M.D.M.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	California County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P31900032.001	Richard B Gump Trust	Maverick Petroleum Inc	11/10/2010	Kern			0210173700
P31900032.003	Sidney L Schwartz Trust	Maverick Petroleum Inc	11/29/2010	Kern			0210173692
P31900032.007	Mt Zion Hospital & Medical Center	Maverick Petroleum Inc	6/16/2011	Kern			0211093150
P31900032.008	Barbara Hirschfelder Hanen Estate	Edward M Tilbury Trustee	4/17/2007	Kern			0207091057
P31900032.009	San Francisco Opera Association	Edward M Tilbury Trustee	3/10/2008	Kern			0208056705
P31900032.010	San Francisco Conservatory of Music	Edward M Tilbury Trustee	4/7/2008	Kern			0208056706
P31900032.011	San Francisco Symphony	Edward M Tilbury Trustee	11/18/2008	Kern			0208188913
P31900032.012	Abraham L Gump Testamentary Trust	Edward M Tilbury Trustee	11/28/2007	Kern			0207248039
P31900032.014	California Palace of the Legion of	Maverick Petroleum Inc	11/4/2011	Kern			0211162216
P31900032.015	Jewish Community Federation	Maverick Petroleum Inc	11/1/2011	Kern			0212003341
P31900032.016	California Pacific Medical Center	Century Exploration Resources, LLC	3/1/2012	Kern			0212153672

37. CA - Bloemer Prospect (BMWD No. 1):

This exhibit covers the following lease INSO FAR AND ONLY INSO FAR as it relates to production from the BMWD #1 Well as further described below.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	California County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P31900027.000	Berrenda Mesa Water District	Maverick Petroleum Inc	10/29/2010	Kern			210156563

* Not Mortgaged

**Exhibit A-1
Developed Leases**

38. OK - Osage - Conservancy Lease (Conservancy 11-1, 11-2, 11-3, 11-3H, 31-4, 30-11, 31-6, 31-7, 31-8, 31-9, 31-13, 31-06 and 31-09H):

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NW/4 of Section 31, the SE/4 of Section 30, the SW/4 of Section 30, the SE/4 of Section 31; and the SW/4 of Section 31, Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203468, 204104 & 204112)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400363.000	Osage Nation - 21953	Performance Energy Resources LLC	5/24/2011	Osage	1533	0160	006788
P31400147.000	Osage Nation - 21828	Performance Energy Resources LLC	3/14/2011	Osage	1533	0120	006768
P31400148.000	Osage Nation - 21642	Performance Energy Resources LLC	11/23/2010	Osage	1533	0116	006766
P31400149.000	Osage Nation - 21827	Performance Energy Resources LLC	3/14/2011	Osage	1533	0118	006767
P31400362.000	Osage Nation - 21952	Performance Energy Resources LLC	5/24/2011	Osage	1533	0158	006787

39. OK - Osage - Dynamite Lease (Dynamite 33-2W, 33-1, 33-3, 33-4, and 33-5; and Sunshine 34-1, 34-2, 34-3 and 34-4):

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NE/4 of Section 33, the NW/4 of Section 33, the SE/4 of Section 33, the SW/4 of Section 33; and the SW/4 of Section 34, Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203792)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400154.000	Osage Nation - 21832	Performance Energy Resources LLC	3/14/2011	Osage	1533	0128	006772
P31400155.000	Osage Nation - 21833	Performance Energy Resources LLC	3/14/2011	Osage	1533	0130	006773
P31400156.000	Osage Nation - 21834	Performance Energy Resources LLC	3/14/2011	Osage	1533	0132	006774
P31400157.000	Osage Nation - 21835	Performance Energy Resources LLC	3/14/2011	Osage	1533	0134	006775
P31400160.000	Osage Nation - 21839	Performance Energy Resources LLC	3/14/2011	Osage	1533	0142	006779

40. OK - Osage - Freeman Lease (Freeman 11-4, 11-4H):

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NE/4 of Section 19, Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203447)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400146.000	Osage Nation - 21641	Performance Energy Resources LLC	11/23/2010	Osage	1533	0114	006765

* Not Mortgaged

**Exhibit A-1
Developed Leases**

41. OK - Osage - Libster Lease (Libster: 20-4, 20-5, 29-2, 29-3, 29-2W, 29-2H and 20-17; and Dandy: 28-15 and 28-16)

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NW/4 of Section 29, NE/4 of Section 29, SW/4 of Section 28, NW/4 of Section 28, NE/4 of Section 30, SW/4 of Section 20, and NW/4 of Section 20, all in Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203663)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400151.000	Osage Nation - 21830	Performance Energy Resources LLC	3/14/2011	Osage	1533	0124	006770
P31400150.000	Osage Nation - 21829	Performance Energy Resources LLC	3/14/2011	Osage	1533	0122	006769
P31400153.000	Osage Nation - 21831	Performance Energy Resources LLC	3/14/2011	Osage	1533	0126	006771
P31400152.000	Osage Nation - 21836	Performance Energy Resources LLC	3/14/2011	Osage	1533	0136	006776
P31400335.000	Osage Nation - 22181	Performance Energy Resources LLC	10/28/2011	Osage	1533	0166	006791
P31400334.000	Osage Nation - 22003	Performance Energy Resources LLC	9/1/2011	Osage	1533	0164	006790
P31400333.000	Osage Nation - 22002	Performance Energy Resources LLC	9/1/2011	Osage	1533	0162	006789

42. OK - Osage - Libster Lease (Libster: 29-2W, 29-2H and 20-17)

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NW/4 of Section 29, NE/4 of Section 29, SW/4 of Section 28, NW/4 of Section 28, NE/4 of Section 30, SW/4 of Section 20, and NW/4 of Section 20, all in Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203663)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400151.000	Osage Nation - 21830	Performance Energy Resources LLC	3/14/2011	Osage	1533	0124	006770
P31400150.000	Osage Nation - 21829	Performance Energy Resources LLC	3/14/2011	Osage	1533	0122	006769
P31400153.000	Osage Nation - 21831	Performance Energy Resources LLC	3/14/2011	Osage	1533	0126	006771
P31400152.000	Osage Nation - 21836	Performance Energy Resources LLC	3/14/2011	Osage	1533	0136	006776
P31400335.000	Osage Nation - 22181	Performance Energy Resources LLC	10/28/2011	Osage	1533	0166	006791
P31400334.000	Osage Nation - 22003	Performance Energy Resources LLC	9/1/2011	Osage	1533	0164	006790
P31400333.000	Osage Nation - 22002	Performance Energy Resources LLC	9/1/2011	Osage	1533	0162	006789

* Not Mortgaged

**Exhibit A-1
Developed Leases**

43. OK - Osage - Buzzer Lease (Buzzer: 35-01, 35-02, 35-03, and 35-04)

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the SE/4 of Section 34, NW/4 of Section 34, NE/4 of Section 34, and All of Section 35, all in Township 28 North, Range 9 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203890)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400161.000	Osage Nation - 21840	Performance Energy Resources LLC	3/14/2011	Osage	1533	0144	006780
P31400158.000	Osage Nation - 21837	Performance Energy Resources LLC	3/14/2011	Osage	1533	0138	006777
P31400159.000	Osage Nation - 21838	Performance Energy Resources LLC	3/14/2011	Osage	1533	0140	006778
P31400162.000	Osage Nation - 21841	Performance Energy Resources LLC	3/14/2011	Osage	1533	0146	006781
P31400163.000	Osage Nation - 21842	Performance Energy Resources LLC	3/14/2011	Osage	1533	0148	006782
P31400164.000	Osage Nation - 21843	Performance Energy Resources LLC	3/14/2011	Osage	1533	0150	006783
P31400165.000	Osage Nation - 21844	Performance Energy Resources LLC	3/14/2011	Osage	1533	0152	006784

44. OK - Osage - Rocking Chair Lease (Rocking Chair: 35-26)

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the NE/4 of Section 36, and the SE/4 of Section 25, both in Township 28 North, Range 10 East, and the NW/4 of Section 31, Township 28 North - Range 11 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 202617)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400357.000	Osage Nation - 11655	Fell Oil and Gas Company	10/31/1991	Osage	1533	0100	006758
P31400358.000	Osage Nation - 18625	Performance Energy Resources LLC	7/18/2001	Osage	1533	0102	006759
P31400356.000	Osage Nation - 18626	Performance Energy Resources LLC	7/18/2001	Osage	1533	0104	006760

45. OK - Osage - Timber Lease (Timber: 35-16, 11-1, 11-2, 11-3 and 36-4; and Armstrong: Armstrong 11-13 and 35-15)

This exhibit covers the following leases INsofar AND ONLY INsofar as they are located within the geographic boundaries of the SE/4 of Section 36, Township 28 North-Range 10 East, and the NW/4 of Section 1, NE/4 Section 1, NE/4 of Section 2, and NW/4 of Section 2, all in Township 27 North, Range 10 East, Osage County, Oklahoma. (Oil Division Order & Agreement No. 203735)

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Oklahoma County recordation information			
				County where assignment is recorded	COB	Page	Entry
P31400348.000	Osage Nation - 22186	Performance Energy Resources LLC	10/28/2011	Osage	1533	0172	006794
P31400337.000	Osage Nation - 21554	Performance Energy Resources LLC	11/23/2010	Osage	1533	0108	006762
P31400336.000	Osage Nation - 21553	Performance Energy Resources LLC	11/23/2010	Osage	1533	0106	006761
P31400338.000	Osage Nation - 21556	Performance Energy Resources LLC	11/23/2010	Osage	1533	0112	006764
P31400339.000	Osage Nation - 21555	Performance Energy Resources LLC	11/23/2010	Osage	1533	0110	006763

* Not Mortgaged

**Exhibit A-1
Developed Leases**

46. Perry Prospect (Keith Davis Gas Unit #1 Well):

This exhibit covers the following lease INSOFAR AND ONLY INSOFAR as it is located within the geographic boundaries of the Keith Davis Gas Unit, containing 374.0 acres, more or less, created by that certain Unit Designation dated effective February 14, 2013 and recorded under Instrument No. 390692, Official Records of Orange County, Texas.

Lease No.	Original Lessor(s)	Original Lessee(s)	Lease date	Texas County recordation information			
				County where memorandum is recorded	COB	Page	Entry
P14801462.001	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344729
P29401498.002	Pearlstone Energy Partners, LLC	Century Exploration Houston, Inc.	1/18/2011	Orange			368590
P29401498.003	The Estate of Kenneth W. Cunningham, Jr., Deceased, et al	Century Exploration Houston, Inc.	12/16/2010	Orange			366698
P29501502.002	B Red Inc.	Century Exploration Houston, Inc.	1/24/2011	Orange			364989
P29501502.003	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367383
P22301375.004	Mil-Vid Properties, Inc.	Century Exploration Houston, Inc.	7/11/2009	Orange			344728
P29501503.002	The Allar Company	Century Exploration Houston, Inc.	3/1/2011	Orange			367381

Exhibit A-2

Wells

* Not on Exhibit "A" to HB Mortgages (for the wells of any value in most cases the underlying oil and gas leases are mortgaged.)

**Exhibit A-2
Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Louisiana	Plaquemines	Taurus	UV B RA VUA; SL 17675 #1	17-726-20551 00	Breton Sound Block 52	62.500000%	48.125000%	
Louisiana	Plaquemines	Taurus II	SL 18549 #1	Serial No. 233610	Breton Sound Block 52			
Louisiana	Plaquemines	Virgo South	SL 17861 #2	17-726-20567 00	Breton Sound Block 52	100.000000%	76.000000%	
Louisiana	Plaquemines	Perseus	VUB; SL 17691 #1	17-726-20554 00	Breton Sound Block 45	100.000000%	78.500000%	
Louisiana	Plaquemines	Perseus Alpha	VUB; SL 17689 #3	17-726-20575 00	Breton Sound Block 46	100.000000%	78.500000%	
Louisiana	Plaquemines	Virgo Mid	SL 12806 #1-D ST	17-726-20391-00	Breton Sound Block 53	100.000000%	74.000000%	
Louisiana	Plaquemines	Corvus	SL 18850 #1	17-725-20693 00	Main Pass Block 45	100.000000%	75.500000%	
Louisiana	Plaquemines	Aquarius	BS 33 VUA; SL 17767 #1	17-726-20558 00	Breton Sound Block 33	94.285714%	73.246666%	
Louisiana	Plaquemines	Cetus	SL 17861 #1	Serial No. 228780	Breton Sound Block 52	100.000000%	n/a	
* Louisiana	Plaquemines	Alpha	VU 2; SL 14216 ST 01 & ST 02	Serial No. 221850	Breton Sound Block 34	100.000000%	n/a	
* Louisiana	Plaquemines	Auriga	SL 14561 #1	Serial No. 226623	Breton Sound Block 34	100.000000%	n/a	
* Louisiana	Plaquemines	Magellan	VU 1; SL 14561 #1	Serial No. 219489	Breton Sound Block 34	100.000000%	n/a	
* Louisiana	Plaquemines	Squid	VU 2; SL 14217 #3	Serial No. 216597	Breton Sound Block 34	100.000000%	n/a	
Louisiana	Plaquemines	Orion	Tex W RA SUA; SL 15683 No. 3	Serial No. 225596	Breton Sound Blk 53	50.00000%	38.84751%	
* Louisiana	Plaquemines	Orion	SL 3770#1	Serial No. 88824	Breton Sound Blk 53	100.00000%	n/a	
* Louisiana	Plaquemines	Orion	SL 3770#1-D	Serial No. 90409	Breton Sound Blk 53	100.00000%	n/a	
* Louisiana	Plaquemines	Orion	SL 3770 #7	Serial No. 159079	Breton Sound Blk 53	100.00000%		
* Louisiana	Plaquemines	Orion	SL 3770 #8	Serial No. 159752	Breton Sound Blk 53	100.00000%		
* Louisiana	Plaquemines	Orion	SL 4772 #1	17-726-00300	Breton Sound Blk 53			
* Louisiana	Plaquemines	Harvest	SL 16569 #3	Serial No. 226346	Breton Sound Blk 51	100.00000%	n/a	
Louisiana	Plaquemines	Jupiter 1	VUD: SL 19050 #1	17-726-205-77 00	Breton Sound Blk 45	90.472222%	60.653570% BPO 57.939403% APO	
Louisiana	Plaquemines	Jupiter 2	VUD: SL 19050 #2	17-726-205-83 00	Breton Sound Blk 45	90.472222%	57.939403%	
Louisiana	Plaquemines	Jupiter 3	VUD: SL 19050 #3	17-726-20592	Breton Sound Blk 45	100.000000%	67.344213% BPO; 64.344213% APO	
Louisiana	Plaquemines	Centaurus 1	VUD; SL 19391 #1	17-726-205-84 00	Breton Sound Blk 53	90.472222%	67.939403%	
Louisiana	Plaquemines	Centaurus 2	VUD; SL 19391 #2	17-726-205-90 00	Breton Sound Blk 53	90.472222%	70.653570% BPO; 67.939403% APO	
Louisiana	Plaquemines	Virgo North	BS53 UV 3-B RA VUA; SL 19051 #1	17-726-205-83 00	Breton Sound Block 53	90.472222%	69.911798% BPO; 67.1976319% APO	
Louisiana	Plaquemines	Santos	29 RA SUA; SL 19384 #1	17-075-243-30 00	SE Manila Village Field	90.472222%	70.115972%	
Louisiana	Iberia	Bayou Postillion	DISC 15 RA SUB; Cotten #1-Alt	17-045-21262-00	Section 23, Township 12 South, Range 11 East	78.547115%	56.155492%	

* Not on Exhibit "A" to HB Mortgages (for the wells of any value in most cases the underlying oil and gas leases are mortgaged.)

**Exhibit A-2
Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Louisiana	Iberia	Bayou Postillion South	Disc 15 RB SUB; Marie Snyder #1	17-045-21258-00	Section 23, Township 12 South, Range 11 East	69.720414%	50.198698%	
* Louisiana	Plaquemines	Palmetto	U-3 RA SUB; SL 21380 #1	17-075-24539	East Cox Bay Field	100.000000%	77.215187% BPO 74.215187% APO	
* Louisiana	Plaquemines	Pegasus	SL 21543 #1 Well	17-726-20608	Breton Sound Blk 31 Field	100.000000%	78.100000% BPO 75.100000% APO	
* Louisiana	Plaquemines	Virgo Deep	VU C; SL 17860 #2	17-726-20605	Breton Sound Blk 53 Field	25.000000%	19.891405%	
* Louisiana	Plaquemines	Zeus	VU 2; SL 14216 #1	17-726-20552	Breton Sound Block 33	90.000000%	69.984880%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #1 Well	42-241-307-63 00	A-152, Jasper County, Texas	84.817709%	51.068750%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #2 Well	42-241-308-23 00	A-152, Jasper County, Texas	80.294040%	47.811695%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #3 Well	SWD	A-152, Jasper County, Texas	100.000000%	N/A	
Texas	Jasper	Barracuda 2	MVP A-364 #2	42-241-30809	A-364, Jasper County, Texas			
Texas	Jasper	Dory	MVP A-364 #1	42-241-30804	A-364, Jasper County, Texas			
Texas	Jasper	Oscar	BP AMERICA 'A-435' #1	42-241-30780	A-435, Jasper County, Texas			
Texas	Jasper	Charlie Tuna 1	Charlie Tuna #1	42-241-30811	A-416, Jasper County, Texas			
Texas	Orange	Perry 2	MVP A-82 #1	42-361-30926	A-82, Orange County, Texas			
Texas	Hardin	Tiger Shark	Pat Riley #1 Well	42-199-330-91 00	A-21, Hardin County, Texas	75.615542%	53.055288%	
Texas	Hardin	Hammerhead 1	BP America Properties, Inc. A-39 #2 Well	42-199-331-32 00	A-39, Hardin County, Texas	84.817708%	51.068750%	
Texas	Hardin	Hammerhead 2	BP America Properties, Inc. A-39 #3 Well	42-199-334-15 00	A-39, Hardin County, Texas	84.817708%	53.613281% BPO; 51.068750% APO	
Texas	Hardin	Sebastian	Sebastian #1 Well	42-199-33332	A-645, A-634, A-879, Hardin County, Texas	64.687500%	46.575000%	
Texas	Hardin	Jacques 1	Jacques #1	42-199-33317	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 2	Jacques #2	42-199-33346	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 3	Jacques #3	42-199-33398	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 4	Jacques #4	42-199-33400	A-39 and A-21, Hardin County, Texas	84.816223%	56.389199% BPO, 52.705929% APO	
Texas	Jasper and Orange	Flipper 1	MVP A-152 #1	42-241-30797	A-152, Jasper County, Texas	77.166839%	48.060124%	
Texas	Jasper and Orange	Flipper 2	MVP A-152 #2	42-241-30812	A-152, Jasper County, Texas	77.166839%	48.060124%	
Texas	Jasper and Orange	Flipper 3	MVP A-152 #3	42-241-30816	A-152, Jasper County, Texas	77.166839%	48.060124%	

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**Exhibit A-2
Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Texas	Orange	Flipper 4	MVP A-376 #1	42-361-30928	A-376, Orange County, Texas	77.438607%	50.578955% BPO; 48.255797% APO	
Texas	Jasper	Flipper 5	MVP A-152 #4	42-241-30836	A-152, Jasper County, Texas	77.166839%	48.060125%	
Texas	Orange	Phineas 1	MVP A-83 #1	42-361-30930	A-83, Orange County, Texas	79.816081%	57.467578%	
Texas	Orange	Phineas 2	MVP A-183 #1	42-361-30940	A-183, Orange County, Texas	67.380737%	50.535553% BPO, 48.514131% APO	
Texas	Orange	Phineas 3	MVP A-183 #2ST	42-361-30942	A-183, Orange County, Texas	79.838842%	57.483961%	
Texas	Orange	Doty Deep	Hagler BP Fee #1	42-361-30933	A-201, Hardin County, Texas	38.819870%	2808% BPO, 28.078212% APO	
Texas	Orange	Black Tip	BP America A-101 #1	42-361-30852	A-101, Orange County, Texas	75.000000%	54.000000%	
Texas	Orange	Phineas 4	MVP A-98 #1	42-361-30957	A-98, Orange County, Texas	96.614065% BPO 92.986641% APO	72.780008% BPO 66.950382% APO	
Texas	Jasper and Orange	Flipper 6H	MVP 'A-152' GAS UNIT #5H	42-361-30950	A-152, Jasper County, Texas			
Texas	Jasper	Flipper 7	MVP A-152 Gas Unit #6	42-241-30860	A-152, Jasper County, Texas	85.237268% BPO 85.237268% APO1 78.384502% APO2	58.160286% BPO 55.603168% APO1 50.669177% APO2	
* Texas	Orange	Hilcorp Operated	Austin Linscomb Well No. 1	42-361-30946	A-152, Jasper County, Texas			
Texas	Orange	Perry #1	Keith Davis #1	42-361-30917	A-82 & A-83, Orange County, Texas			
California	Kern	Belridge 64	Gump Trust 30-1 #1	3044015	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Belridge 64	Gump Trust 30-1 #2	3048573	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Belridge 64	Gump Trust 30-1 #3	3048574	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Bloemer	BMWD #1	3047867	T26S-R19E, Section 36: NE NE	100.000000%	77.000000%	
Oklahoma	Osage	Osage	Conservancy 11-1	35-113-44219	T28N-R9E, Section 30: SW SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-2	35-113-44323	T28N-R9E, Section 31: SW NW NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-3	35-113-44324	T28N-R9E, Section 31: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-3W	35-113-44370	T28N-R9E, Section 31: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-4	35-113-44398	T28N-R9E, Section 31: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 30-11	35-113-44800	T28N-R9E, Section 30: SE SE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-6	35-113-44805	T28N-R9E, Section 31: NW SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-7	35-113-44806	T28N-R9E, Section 31: NW SE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-8	3-5113-44807	T28N-R9E: Section 31: NW NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-9	35-113-44808	T28N-R9E, Section 31: SW SE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-13	35-113-44809	T28N-R9E, Section 31: NW NE NW	40.000000%	32.000000%	

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**Exhibit A-2
Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Oklahoma	Osage	Osage	Conservancy North 30-2	35-113-44384	T28N-R9E, Section 30: NW NW SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-3	35-113-44577	T28N-R9E, Section 30: SW NW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-4	35-113-44578	T28N-R9E, Section 30: S2 SW SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-5	35-113-44586	T28N-R9E, Section 30: NE NE NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-6	35-113-44799	T28N-R9E, Section 30: NE NW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-12	35-113-44801	T28N-R9E, Section 30: NE SE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-14	35-113-44802	T28N-R9E, Section 30: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-15	35-113-44803	T28N-R9E, Section 30: NE NW SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy North 30-16	35-113-44804	T28N-R9E, Section 30: NE SE NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-3H	35-11-344423	T28N-R9E, Section 31: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dynamite 33-2W	35-113-44560	T28N-R9E, Section 33: SE NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Freeman 11-4	35-113-44520	T28N-R9E, Section 19: SE SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Freeman 11-4H	35-113-44333	T28N-R9E, Section 19: SE SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-2W	35-113-44490	T28N-R9E, Section 29: SW NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-2H	35-113-44553	T28N-R9E, Section 29: SW NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 20-17	35-113-44798	T28N-R9E, Section 20: SW SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Armstrong 35-15	35-113-44646	T28N-R10E, Section 35: NE NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Buzzer 35-01	35-113-44429	T28N-R9E, Section 35: SE NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Buzzer 35-02	35-113-44430	T28N-R9E, Section 35: NE NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Buzzer 35-03	35-113-44428	T28N-R9E, Section 35: SW NW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Buzzer 35-04	35-113-44503	T28N-R9E, Section 35: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dandy 28-15	35-113-44394	T28N-R9E, Section 28: NW NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dandy 28-16	35-113-44395	T28N-R9E, Section 28: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dynamite 33-1	35-113-44413	T28N-R9E, Section 33: NE NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dynamite 33-2	35-113-44415	T28N-R9E, Section 33: SE NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dynamite 33-4	35-113-44412	T28N-R9E, Section 33: NE NE NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Dynamite 33-5	35-113-44414	T28N-R9E, Section 33: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Herd 35-5	35-113-44589	T28N-R10E, Section 35: NE NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 20-4	35-113-44575	T28N-R9E, Section 20: SE NE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 20-5	35-113-44576	T28N-R9E, Section 20: SE SE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-2	35-113-44396	T28N-R9E, Section 29: SW NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-3	35-113-44397	T28N-R9E, Section 29: SW SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Orion 36-1	35-113-44678	T28N-R9E, Section 36: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Orion 36-2	35-113-44679	T28N-R9E, Section 36: SW SW SW	40.000000%	32.000000%	

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**Exhibit A-2
Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Oklahoma	Osage	Osage	Rock Creek 26-03	35-113-44373	T29N-R10E, Section 26: SE SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Rocking Chair 35-26	35-113-44588	T28N-R10E, Section 35: N2 N2 NE	40.000000%	33.333333%	
Oklahoma	Osage	Osage	Sunshine 34-1	35-113-44425	T28N-R9E, Section 34: NE NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-2	35-113-44427	T28N-R9E, Section 34: SE SE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-3	35-113-44416	T28N-R9E, Section 34: SW SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-4	35-113-44426	T28N-R9E, Section 34: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 35-16	35-113-44645	T28N-R10E, Section 35: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-1			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-2			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-3			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 36-4	35-113-44590	T28N-R10E, Section 36: SW SW SE	40.000000%	32.000000%	

Exhibit B

Undeveloped Leases

Not Mortgaged

Exhibit B - Undeveloped Leases - All Entities

Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
CUERVO														
OTH	P23500085.000	Dorothy S Rosenwald	Cuervo Exploration LLC	5/19/2006	5/19/2016	113	46		Guadalupe	NM	18.750%	15.199%		30.00000
OTH	P23500089.000	Sena Heirs	Cuervo Exploration LLC	12/23/2005	12/23/2015	110	353		Guadalupe	NM	18.750%	15.199%		30.00000
OTH	P23500090.001	Patricia Bonham	Cuervo Exploration LLC	12/23/2005	12/23/2015	110	607		Guadalupe	NM	18.750%	15.199%		1.01513
OTH	P23500090.002	Marta Lewis	Cuervo Exploration LLC	12/23/2005	12/23/2015	110	601		Guadalupe	NM	18.750%	15.199%		1.01513
OTH	P23500090.003	Cecilia E Sena	Cuervo Exploration LLC	12/23/2005	12/23/2015	110	604		Guadalupe	NM	18.750%	15.199%		2.03025
OTH	P23500090.004	Ralph Griego Jr	Cuervo Exploration LLC	3/7/2006	3/7/2016	111	589		Guadalupe	NM	18.750%	15.199%		0.19331
OTH	P23500091.001	Mary Ann DeOliviera Martin	Cuervo Exploration LLC	1/25/2006	1/25/2016	110	640		Guadalupe	NM	18.750%	15.199%		12.26656
OTH	P23500091.002	Peggy Lucille DeOliviera Gafford	Cuervo Exploration LLC	1/25/2006	1/25/2016	110	643		Guadalupe	NM	18.750%	15.199%		12.26656
OTH	P23500091.003	Ralph R DeOliviera	Cuervo Exploration LLC	1/25/2006	1/25/2016	110	637		Guadalupe	NM	18.750%	15.199%		12.26656
OTH	P23500121.001	Betty Jo Moncayo	KHL Inc	11/28/2007	11/28/2017	118	705	2008-56111-4345L	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.002	Richard A Perea	KHL Inc	11/28/2007	11/28/2017	118	464	2008-55995-43377	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.003	Rosalie M Perea	KHL Inc	11/28/2007	11/28/2017	118	700	2008-56108-43452	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.004	Lucy I Flores	KHL Inc	11/28/2007	11/28/2017	118	702	2008-56109-43452	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.005	Angelica Frias	KHL Inc	11/28/2007	11/28/2017	118	460	2008-55993-43377	Guadalupe	NM	18.750%	16.406%		0.10470
OTH	P23500121.006	John F Perea	KHL Inc	11/28/2007	11/28/2017	118	541	2008-56028-43405	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.007	Barbara P Sena	KHL Inc	11/28/2007	11/28/2017	118	705	2008-56111-4345L	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.008	Gloria E Gage	KHL Inc	11/28/2007	11/28/2017	118	458	2008-55992-43377	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.009	Alicia Kotlar	KHL Inc	11/28/2007	11/28/2017	118	456	2008-55991-43377	Guadalupe	NM	18.750%	16.406%		0.10468
OTH	P23500121.010	Mary Jane Sanchez	KHL Inc	11/28/2007	11/28/2017	118	538		Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500121.011	Joseph F Lopez II	KHL Inc	11/28/2007	11/28/2017	118	705	2008-56111-4345L	Guadalupe	NM	18.750%	16.406%		0.10468
OTH	P23500121.012	Maria I Perea	KHL Inc	11/28/2007	11/28/2017	118	794	2008-56152-Ract#4349	Guadalupe	NM	18.750%	16.406%		0.31406
OTH	P23500123.001	Hisel Family Revocable Living Trust	KHL Inc	10/8/2007	10/8/2017	118	795	2008-56153-43494	Guadalupe	NM	18.750%	16.406%		7.50000
OTH	P23500123.003	Charles Curry	KHL Inc	11/20/2008	11/20/2018	118	795	2008-56153-43494	Guadalupe	NM	18.750%	16.406%		2.50000
OTH	P23500123.004	Donald L Laymon et ux	KHL Inc	11/20/2008	11/20/2018	118	795	2008-56153-43494	Guadalupe	NM	18.750%	16.406%		1.24950
OTH	P23500123.005	Omer M Curry c/o Avery C Curry AIF	KHL Inc	11/21/2008	11/21/2018	118	795	2008-56153-43494	Guadalupe	NM	18.750%	16.406%		2.49999
OTH	P23500124.001	Ricky D Purcell et ux	KHL Inc	10/4/2007	10/4/2017	118	130	2008-55865-43298	Guadalupe	NM	18.750%	16.406%		0.87450
OTH	P23500124.002	The Society of the Divine Savior	KHL Inc	10/8/2007	10/8/2017	118	132	2008-55866-43298	Guadalupe	NM	18.750%	16.406%		1.12500
OTH	P23500130.001	Judith A Choppy et vir	KHL Inc	12/19/2008	12/19/2018	122	46	2009-57191-44197	Guadalupe	NM	18.750%	16.406%		0.26250
OTH	P23500130.002	Mary J Tucker et vir	KHL Inc	11/20/2008	11/20/2018	122	48	2009-57192-44197	Guadalupe	NM	18.750%	16.406%		0.26250
OTH	P23500130.003	Margaret E Monsimer	KHL Inc	11/25/2008	11/25/2018	122	51	2009-57193-44197	Guadalupe	NM	18.750%	16.406%		0.26250
OTH	P23500130.004	Carolle M Grmela	KHL Inc	11/20/2008	11/20/2018	122	50	2009-57193-44197	Guadalupe	NM	18.750%	16.406%		0.26250
OTH	P23500130.005	William H Monsimer et ux	KHL Inc	11/21/2008	11/21/2018	122	52	2009-57194-44197	Guadalupe	NM	18.750%	16.406%		0.26250
OTH	P23500130.006	Duane A Frank	KHL Inc	10/31/2008	10/31/2018	121	482	2009-57019-44095	Guadalupe	NM	18.750%	16.406%		0.32813
OTH	P23500130.007	Henry X Frank	KHL Inc	10/31/2008	10/31/2018	121	480	2009-57018-44095	Guadalupe	NM	18.750%	16.406%		0.32813
OTH	P23500130.008	David Dennedy-Frank	KHL Inc	10/31/2008	10/31/2018	122	46	2009-57191-44197	Guadalupe	NM	18.750%	16.406%		0.32813
OTH	P23500130.009	Mary Elsie Kather	KHL Inc	10/31/2008	10/31/2018	122	46	2009-57191-44197	Guadalupe	NM	18.750%	16.406%		0.32813
OTH	P23500132.001	Judy Contino & Jimmy Contino	SWEPI LP	10/24/2008	10/24/2018	124	470	2010-58142-44849	Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.002	Barbara A Arnold et vir	SWEPI LP	10/24/2008	10/24/2018	124	471	2010-58143-44849	Guadalupe	NM	18.750%	16.406%		0.05592
OTH	P23500132.003	Wanda Jaramillo	SWEPI LP	10/24/2008	10/24/2018	132	449	201361758	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.004	Michael R Griego	SWEPI LP	10/24/2008	10/24/2018	122	55		Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.005	Raymond Thompson	SWEPI LP	11/10/2008	11/10/2018	122	57	2009-57196-44197	Guadalupe	NM	18.750%	16.406%		1.67749
OTH	P23500132.006	Yolanda D Donaldson	SWEPI LP	10/24/2008	10/24/2018	122	19	2009-57178-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.007	Becky Johnson et vir	SWEPI LP	10/24/2008	10/24/2018	122	21	2009-57179-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.008	Yvonne M Garcia	SWEPI LP	10/24/2008	10/24/2018	122	23	2009-57180-44197	Guadalupe	NM	18.750%	16.406%		0.83874
OTH	P23500132.009	Gloria A Austin et vir	SWEPI LP	10/24/2008	10/24/2018	122	25	2009-57181-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.010	Bernadette Snagel	SWEPI LP	10/24/2008	10/24/2018	122	27	2009-57182-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.011	Juan L Griego	SWEPI LP	10/23/2008	10/23/2018	122	29	2009-57183-44197	Guadalupe	NM	18.750%	16.406%		1.67749
OTH	P23500132.012	Anthony P Griego et ux	SWEPI LP	10/24/2008	10/24/2018	122	31	2009-57184-44197	Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.013	Dolores S Baca et vir	SWEPI LP	10/23/2008	10/23/2018	122	33	2009-57185-44197	Guadalupe	NM	18.750%	16.406%		1.67749

Not Mortgaged

Exhibit B - Undeveloped Leases - All Entities

Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
OTH	P23500132.014	Robert R Griego et ux	SWEPI LP	10/24/2008	10/24/2018	122	35	2009-57186-44197	Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.015	Eve E Powell et vir	SWEPI LP	10/24/2008	10/24/2018	122	38	2009-57187-44197	Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.016	Mary Margaret Hime et vir	SWEPI LP	10/24/2008	10/24/2018	122	39		Guadalupe	NM	18.750%	16.406%		0.22367
OTH	P23500132.017	Betty Griego	SWEPI LP	10/24/2008	10/24/2018	122	41	2009-57189-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500132.018	Mario Griego	SWEPI LP	10/24/2008	10/24/2018	122	46	2009-57190-44197	Guadalupe	NM	18.750%	16.406%		0.41935
OTH	P23500133.001	Patrick Martinez	SWEPI LP	12/6/2008	12/6/2018	122	882	2009-57579-44403	Guadalupe	NM	18.750%	16.406%		0.14165
OTH	P23500133.002	Joseph D Buckley	SWEPI LP	11/21/2008	11/21/2018	122	884	2009-57580-44403	Guadalupe	NM	18.750%	16.406%		1.88880
OTH	P23500133.003	Patricia Saunders	SWEPI LP	11/21/2008	11/21/2018	122	886	2009-57581-44403	Guadalupe	NM	18.750%	16.406%		1.88879
OTH	P23500133.004	Thomas Martinez	SWEPI LP	12/6/2008	12/6/2018	122	888	2009-57582-44403	Guadalupe	NM	18.750%	16.406%		0.14165
OTH	P23500133.005	Horacio Martinez	SWEPI LP	12/6/2008	12/6/2018	122	890	2009-57583-44403	Guadalupe	NM	18.750%	16.406%		0.14165
OTH	P23500133.006	Carlotta B Studebaker	SWEPI LP	11/21/2008	11/21/2018	122	892	2009-57584-44403	Guadalupe	NM	18.750%	16.406%		1.88879
OTH	P23500133.007	Robert Apodaca	SWEPI LP	11/26/2008	11/26/2018	122	884	2009-57580-44403	Guadalupe	NM	18.750%	16.406%		0.11333
OTH	P23500133.008	Rosemarie Yvonne Apodaca	SWEPI LP	11/26/2008	11/26/2018	123	199		Guadalupe	NM	18.750%	16.406%		0.11332
OTH	P23500133.009	Joanne James	SWEPI LP	11/26/2008	11/26/2018	123	201	2009-57688-44499	Guadalupe	NM	18.750%	16.406%		0.11332
OTH	P23500133.010	Gilbert Apodaca	SWEPI LP	11/26/2008	11/26/2018	123	203		Guadalupe	NM	18.750%	16.406%		0.11332
OTH	P23500133.011	David Apodaca	SWEPI LP	11/26/2008	11/26/2018	123	205	2009-57690-44499	Guadalupe	NM	18.750%	16.406%		0.11332
OTH	P23500137.001	Ramona Sena	Ceja Corporation	4/16/2008	4/16/2018	119	547		Guadalupe	NM	4.688%	4.008%		2.69813
OTH	P23500137.002	Lena Urioste	Ceja Corporation	4/21/2008	4/21/2018	119	549		Guadalupe	NM	4.688%	4.008%		0.89937
OTH	P23500137.003	John Sena & Rose Sena	Ceja Corporation	4/21/2008	4/21/2018	119	724		Guadalupe	NM	4.688%	4.008%		0.89937
OTH	P23500137.004	Bill Ross & Elaine Ross	Ceja Corporation	4/21/2008	4/21/2018	120	6		Guadalupe	NM	4.688%	4.008%		0.89938

BELRIDGE 64

OTH	P28400018.010	Estate of James W Sperry Dec'd	Maverick Petroleum, Inc.	8/11/2010	8/11/2020			210156562 021129860	Kern	CA	100.000%	80.333%		17.74028
OTH	P28400024.020	Mindy G Felix Trust	Maverick Petroleum, Inc.	11/17/2010	11/17/2020			210167865	Kern	CA	100.000%	77.000%		26.66667
OTH	P28400024.021	James B & Frances G Maher	Maverick Petroleum, Inc.	11/9/2010	11/9/2020			210167870	Kern	CA	100.000%	80.333%		80.00000
OTH	P28400024.022	Carmen P Langes	Maverick Petroleum, Inc.	11/3/2010	11/3/2020			210167866	Kern	CA	100.000%	80.333%		10.00000
OTH	P28400031.000	Gary L Plotner	Maverick Petroleum, Inc.	11/22/2010	11/22/2015			210167867	Kern	CA	100.000%	78.250%		119.69000
OTH	P28400038.002	Estate of William Welsh et al	Maverick Petroleum, Inc.	2/10/2011	2/10/2021			211027996	Kern	CA	100.000%	80.333%		5.00000
OTH	P28400060.001	Estate of Richard H deLaveaga	Maverick Petroleum, Inc.	12/29/2010	12/29/2020			211048456	Kern	CA	100.000%	80.333%		13.41686
OTH	P28400060.002	Douglas Tobin	Maverick Petroleum, Inc.	1/6/2011	1/6/2021			211011709	Kern	CA	100.000%	80.333%		9.82654
OTH	P28400060.003	Kathleen Tobin	Maverick Petroleum, Inc.	1/3/2011	1/3/2021			211011707	Kern	CA	100.000%	80.333%		9.82654
OTH	P28400060.004	Suzanne Tobin	Maverick Petroleum, Inc.	1/7/2011	1/7/2021			211011708	Kern	CA	100.000%	80.333%		13.41677
OTH	P28400060.005	Estate of Richard H deLaveaga et al	Maverick Petroleum, Inc.	12/29/2010	12/29/2020			211048456	Kern	CA	100.000%	80.333%		13.41682
OTH	P28400108.000	Palla Farms	Maverick Petroleum, Inc.	1/21/2011	1/21/2016			211018172	Kern	CA	100.000%	78.250%		100.00000
OTH	P28400113.001	Deanne Moore Heir & Devisee	Maverick Petroleum, Inc.	1/18/2011	1/18/2021			211018173	Kern	CA	100.000%	80.333%		11.38888
OTH	P28400113.002	Wylie A Allen	Maverick Petroleum, Inc.	2/8/2011	2/8/2021			211027999	Kern	CA	100.000%	80.333%		13.05556
OTH	P28400113.003	Montgomery B Allen	Maverick Petroleum, Inc.	1/31/2011	1/31/2021			211027998	Kern	CA	100.000%	80.333%		11.38892
OTH	P28400120.001	Carol A Grumbles	Maverick Petroleum, Inc.	3/8/2011	3/8/2021			211045342	Kern	CA	100.000%	80.333%		1.50000
OTH	P28400120.002	Gary Grumbles	Maverick Petroleum, Inc.	3/8/2011	3/8/2021			211045345	Kern	CA	100.000%	80.333%		1.00000
OTH	P28400120.003	Dianne Newberry	Maverick Petroleum, Inc.	2/28/2011	2/28/2021			211048457	Kern	CA	100.000%	80.333%		1.50000
OTH	P28400120.004	H & S Trust	Maverick Petroleum, Inc.	3/16/2011	3/16/2021			211048458	Kern	CA	100.000%	80.333%		1.00000
OTH	P28400139.001	John Muir Foundation	Maverick Petroleum, Inc.	4/6/2011	4/6/2016			211075615	Kern	CA	100.000%	80.333%		60.00000
OTH	P28400302.001	Mary K Minton	Maverick Petroleum, Inc.	2/13/2012	2/13/2022			212039745	Kern	CA	100.000%	83.333%		4.00000
OTH	P28400302.002	Helen H Froberg	Maverick Petroleum, Inc.	2/6/2012	2/6/2022			212039746	Kern	CA	100.000%	83.333%		4.00000

JACQUES

TX	P2101748.001	Estate of N D Williams	Century Exploration Houston LLC	2/28/2012	2/28/2017			2012-27799	Hardin	Texas	75.000%	56.250%	54.000%	2.00224
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Not Mortgaged

Exhibit B - Undeveloped Leases - All Entities

Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
TX	P30101748.001	Estate of L L Williams	Century Exploration Houston LLC	2/28/2012	2/28/2017			2012-27800	Hardin	Texas	75.000%	56.250%	54.000%	2.99334
TX	P30101748.002	Estate of L L Williams	Century Exploration Houston LLC	2/28/2012	2/28/2017			2012-27797	Hardin	Texas	75.000%	56.250%	54.000%	2.99334

EDGEWATER

TX	P31001558.004	Thomas Benjamin Hooks	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-33366	Hardin	Texas	75.000%	56.250%	54.000%	3.25130
TX	P31001558.005	Mark Wilson Frost	Century Exploration Houston LLC	9/20/2012	9/20/2016			2012-32512	Hardin	Texas	75.000%	56.250%	54.000%	3.25429
TX	P31001558.006	Jack Meyer Frost	Century Exploration Houston LLC	9/20/2012	9/20/2016			2012-32511	Hardin	Texas	75.000%	56.250%	54.000%	3.25429
TX	P31001558.007	Ruth Hooks Armour	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-32947	Hardin	Texas	75.000%	56.250%	54.000%	3.25130
TX	P31001558.008	Olga Prather Singleton Trust	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-33365	Hardin	Texas	75.000%	56.250%	54.000%	3.14293
TX	P31001892.001	Elizabeth Rachford	Century Exploration Houston LLC	9/1/2012	9/1/2017			387303	Orange	Texas	100.000%	75.000%	72.000%	0.13167
TX	P31001892.002	Mary Ann Moss	Century Exploration Houston LLC	9/1/2012	9/1/2017			387304	Orange	Texas	100.000%	75.000%	72.000%	0.26333
TX	P31001892.003	Victor Rachford	Century Exploration Houston LLC	9/1/2012	9/1/2017			390259	Orange	Texas	100.000%	75.000%	72.000%	0.13167
TX	P31001892.004	Gordon Michael Saide	Century Exploration Houston LLC	2/14/2013	2/14/2016			393136	Orange	Texas	100.000%	75.000%	72.000%	0.26333

CLIO

LA	P31701614.000	Harold M Avist et ux	K-Exploration Co	9/16/2011	9/16/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	36.85000
LA	P31701615.001	John E Boagni Jr et al	K-Exploration Co	9/27/2011	9/27/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	58.18500
LA	P31701616.001	Virginia Jones Hunter	K-Exploration Co	9/16/2011	9/16/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	51.91617
LA	P31701616.002	Myrtle Rogers Avist	K-Exploration Co	9/16/2011	9/16/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.50076
LA	P31701616.006	Hunter Investments Inc	K-Exploration Co	11/3/2011	11/3/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	19.73710
LA	P31701616.007	Relief Jones Jr et al	K-Exploration Co	10/14/2011	10/14/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	16.08051
LA	P31701616.008	DLT Investments LLC	K-Exploration Co	11/11/2011	11/11/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.30323
LA	P31701616.009	Glen Lionel Pinkins et al	K-Exploration Co	11/1/2011	11/1/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	21.04762
LA	P31701616.010	Colmac Corporation	K-Exploration Co	11/3/2011	11/3/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.48238
LA	P31701616.011	Donald Lee Durr et ux	K-Exploration Co	11/7/2011	11/7/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.21715
LA	P31701616.012	Tad Enterprises LLC	K-Exploration Co	11/11/2011	11/11/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.50798
LA	P31701616.013	Mack M Reddick	K-Exploration Co	11/29/2011	11/29/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.50000
LA	P31701616.016	Kerbey Jones et al	K-Exploration Co	11/9/2011	11/9/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.36080
LA	P31701616.019	Estate of Pauline Jones Mitchell	K-Exploration Co	12/1/2011	12/1/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	7.70744
LA	P31701616.020	Carolyn Riley Inge et al	K-Exploration Co	12/7/2011	12/7/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	4.48890
LA	P31701616.021	Gail Riley Jackson Encalade et al	K-Exploration Co	12/19/2011	12/19/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.72588
LA	P31701616.022	Gary Duncan	K-Exploration Co	12/20/2011	12/20/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.31652
LA	P31701616.024	Connie Franklin Merriell et al	K-Exploration Co	12/5/2011	12/5/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.63438
LA	P31701616.025	Albert Delone et al	K-Exploration Co	12/8/2011	12/8/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	20.61129
LA	P31701616.026	Robby L Russell et al	K-Exploration Co	12/27/2011	12/27/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.76559
LA	P31701616.027	Dorothy Jones Coleman Smith	K-Exploration Co	1/2/2012	1/2/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	7.03304
LA	P31701616.028	Joyce Riley Gabriel et al	K-Exploration Co	1/3/2012	1/3/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	6.27764
LA	P31701616.029	Penny Coleman Jr et al	K-Exploration Co	2/16/2012	2/16/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.48856
LA	P31701616.030	Enez Taylor Pinkins et al	K-Exploration Co	3/13/2012	3/13/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.08781
LA	P31701616.031	Clayton Pinkins Sr et al	K-Exploration Co	2/28/2012	2/28/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	10.20901
LA	P31701616.032	Elaine Jones Moore	K-Exploration Co	3/20/2012	3/20/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.47845
LA	P31701616.033	Ellen Taylor Floyd	K-Exploration Co	4/10/2012	4/10/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.65904
LA	P31701616.034	Vanessa Taylor DeMolle et al	K-Exploration Co	4/10/2012	4/10/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.33932
LA	P31701616.035	Juanita T Pinkins et al	K-Exploration Co	2/9/2012	2/9/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.49673
LA	P31701616.036	Glenda Morgan Rankin et al	K-Exploration Co	2/16/2012	2/16/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.73284
LA	P31701616.037	Herman Ralph Taylor Jr et al	K-Exploration Co	3/15/2012	3/15/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.00999
LA	P31701616.038	Anna Rodgers Harvey et al	K-Exploration Co	4/10/2012	4/10/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	4.97712
LA	P31701616.039	Adrienne Taylor Jones et al	K-Exploration Co	4/10/2012	4/10/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.43407

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GWl	BPO NRI	APO NRI	Company Net Acres
LA	P31701616.041	Jay Hue Riley Jr et al	K-Exploration Co	1/27/2012	1/27/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	5.64988
LA	P31701616.042	Raymond B Riley et al	K-Exploration Co	2/16/2012	2/16/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.83003
LA	P31701616.043	Phillip H Simmons Jr et ux	K-Exploration Co	5/8/2012	5/8/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.70937
LA	P31701616.045	Percy Taylor Sr	K-Exploration Co	6/26/2012	6/26/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.29484
LA	P31701616.046	Julia R Richardson	K-Exploration Co	1/4/2012	1/4/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	7.06234
LA	P31701616.047	Dorothy Johnson et al	K-Exploration Co	1/31/2012	1/31/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.22951
LA	P31701616.048	Benjamin Jones Sr et al	K-Exploration Co	3/20/2012	3/20/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	7.42901
LA	P31701616.049	Alvin Jones	K-Exploration Co	6/25/2012	6/25/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.99167
LA	P31701616.050	Lois Jones Tate et al	K-Exploration Co	7/13/2012	7/13/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.15881
LA	P31701616.051	Vivian Duncan Taylor et al	K-Exploration Co	7/18/2012	7/18/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.94448
LA	P31701616.052	Caroline Taylor Sapp et al	K-Exploration Co	4/10/2012	4/10/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	9.95423
LA	P31701616.053	Fannie Rogers Hymes	K-Exploration Co	7/16/2012	7/16/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.48571
LA	P31701616.054	Carl J Johnson	K-Exploration Co	7/31/2012	7/31/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.23810
LA	P31701616.055	Beverly A Riley	K-Exploration Co	8/8/2012	8/8/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.64203
LA	P31701616.056	Nathalie Prout et al	K-Exploration Co	7/24/2012	7/24/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.38285
LA	P31701616.057	Inez Mackey Burton et al	K-Exploration Co	8/24/2012	8/24/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.86642
LA	P31701616.058	Stacy T Pansy et al	K-Exploration Co	4/12/2012	4/12/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.25552
LA	P31701616.059	Marion Mackey Wright et al	K-Exploration Co	7/23/2012	7/23/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	4.05225
LA	P31701616.060	Harry Jones et al	K-Exploration Co	3/14/2012	3/14/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.72661
LA	P31701616.061	Donald Coleman et al	K-Exploration Co	3/20/2012	3/20/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.34080
LA	P31701616.062	Sonia Thurman et al	K-Exploration Co	4/12/2012	4/12/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.20738
LA	P31701616.063	Lawrence L Pansy	K-Exploration Co	8/6/2012	8/6/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.62776
LA	P31701616.064	Vanessa Durden Griffin et al	K-Exploration Co	5/15/2012	5/15/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.88889
LA	P31701616.065	Randolph D Brown Jr et al	K-Exploration Co	6/4/2012	6/4/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.31107
LA	P31701616.066	GIO Investments LLC	K-Exploration Co	5/2/2012	5/2/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	0.76199
LA	P31701616.067	Aaron Wharton et al	K-Exploration Co	5/8/2012	5/8/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	2.69842
LA	P31701616.068	Brenda Joyce Taylor Allen	K-Exploration Co	6/28/2012	6/28/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.59375
LA	P31701616.069	Darrick Bickham	K-Exploration Co	7/11/2012	7/11/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.11554
LA	P31701616.070	Donald Lee Durr et ux	K-Exploration Co	9/14/2012	9/14/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.85000
LA	P31701616.071	Sylvia Andry Davis	K-Exploration Co	9/14/2012	9/14/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.45427
LA	P31701616.072	Cleopatra Spriggs et al	K-Exploration Co	5/21/2012	5/21/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	1.07937
LA	P31701668.001	Merline Coleman Payton	K-Exploration Co	11/15/2011	11/15/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	4.25000
LA	P31701668.002	Robert C Coleman Jr et al	K-Exploration Co	11/15/2011	11/15/2016	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	4.46934
LA	P31701668.003	Robert Bruce Stuart et ux	K-Exploration Co	5/30/2012	5/30/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.02437
LA	P31701668.004	Kieth Facio	K-Exploration Co	7/23/2012	7/23/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.39593
LA	P31701668.005	Elsie B Sheppard	K-Exploration Co	9/5/2012	9/5/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.52643
LA	P31701684.001	William Thomas Basco Sr et al	K-Exploration Co	2/28/2012	2/28/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.50000
LA	P31701684.002	Edna Johnson Adolph et al	K-Exploration Co	2/28/2012	2/28/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.50000
LA	P31701687.001	Haspel & Davis Milling & Planting	K-Exploration Co	4/18/2012	4/18/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	108.80000
LA	P31701687.002	Malcolm A Meyer et al	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	9.77568
LA	P31701687.003	John A Rouchell et ux	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	1.27024
LA	P31701687.004	Monica Tufano Surprenant	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	1.86320
LA	P31701687.005	William E Wright et ux	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	1.80064
LA	P31701687.006	James P Magee	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	0.23664
LA	P31701687.007	Joel A Mendler et ux	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	2.33920
LA	P31701687.008	H Sloan McCloskey et ux	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	1.14240
LA	P31701687.009	Mary Ann McGrath Swaim	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	0.50592
LA	P31701687.010	R John Skinner et ux	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	3.00016
LA	P31701687.011	PJ Jr LLC	K-Exploration Co	4/25/2012	4/25/2018	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	3.75088
LA	P31701687.012	Brenda Dearmas Ricci et vir	K-Exploration Co	10/2/2012	10/2/2015	n/a	n/a	n/a	Plaquemines	LA	100.000%	77.000%	74.000%	0.62832

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
LA	P31701690.001	Colmac Corporation	K-Exploration Co	5/30/2012	5/30/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	8.07500
LA	P31701690.002	Frances Palmer Kelley Ragsdale	K-Exploration Co	5/21/2012	5/21/2017	n/a	n/a	n/a	Plaquemines	LA	100.000%	80.000%	77.000%	0.94445

BLOEMER

OTH	P31900011.005	Bluette H Meloney	Maverick Petroleum, Inc.	11/9/2010	11/9/2020			210167869	Kern	CA	100.000000%	83.333334%		36.98000
OTH	P31900015.001	The Regents of the Univ of Calif	Maverick Petroleum, Inc.	7/13/2010	7/13/2016			210116236 210173697	Kern	CA	100.000000%	77.000000%		62.22160
OTH	P31900024.024	Arnold & Joy Kirschenmann Family Tr	Maverick Petroleum, Inc.	3/10/2011	3/10/2016			211032593	Kern	CA	100.000000%	77.000000%		179.44525
OTH	P31900027.000	Berrenda Mesa Water District	Maverick Petroleum, Inc.	10/29/2010	10/29/2015			210156563	Kern	CA	100.000000%	77.000000%		1554.09000
OTH	P31900032.002	Abraham L Gump Testamentary Trust	Maverick Petroleum, Inc.	11/8/2010	11/8/2016			210167864	Kern	CA	100.000000%	78.250000%		139.61276
OTH	P31900032.004	San Francisco Conservatory of Music	Maverick Petroleum, Inc.	5/12/2011	5/12/2016			211068970	Kern	CA	100.000000%	80.333334%		3.05103
OTH	P31900032.017	San Francisco Symphony	Maverick Petroleum, Inc.	9/26/2012	9/26/2017			212164194	Kern	CA	100.000000%	80.333334%		6.10976
OTH	P31900032.018	Mt Zion Hospital & Medical Center	Century Exploration Resources, LLC	7/1/2014	7/1/2017			214103090	Kern	CA	100.000000%	80.000000%		10.33576
OTH	P31900109.000	Precious Earth Inc.	Maverick Petroleum, Inc.	12/27/2010	12/27/2015			211018171	Kern	CA	100.000000%	77.000000%		40.00000
OTH	P31900138.001	John Hancock Life Insurance Co (USA	Maverick Petroleum, Inc.	4/26/2011	4/26/2017			211068971	Kern	CA	100.000000%	78.250000%		440.00000
OTH	P31900540.000	Alma Investment Company	Century Exploration Resources, LLC	2/10/2014	2/10/2017			214109879	Kern	CA	100.000000%	78.250000%		20.00000

SAGITTARIUS

LA	P33201679.000	S/L 20820	Cypress Energy Corporation	1/11/2012	1/11/2019	1263	389	2012-00000486	Plaquemines	LA	100.000%	77.500%	74.500%	147.35000
LA	P33201681.000	S/L 20834	Cypress Energy Corporation	1/11/2012	1/11/2017	1263	355	2012-00000484	Plaquemines	LA	100.000%	77.500%	74.500%	368.20000

LUIGI

TX	P33501765.003	Dan B Dickey et al	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-27881	Hardin	Texas	75.000%	56.250%	54.000%	4.33376
TX	P33501765.005	Linda Lou Rhodes	Century Exploration Houston LLC	3/8/2012	3/8/2016			2012-27886	Hardin	Texas	75.000%	56.250%	54.000%	1.49667
TX	P33501765.006	Richard Mahler	Century Exploration Houston LLC	3/26/2012	3/26/2017			2012-27887	Hardin	Texas	75.000%	56.250%	54.000%	0.27101
TX	P33501765.009	Donald Glen Huffman	Century Exploration Houston LLC	4/4/2012	4/4/2017			2012-27890	Hardin	Texas	75.000%	56.250%	54.000%	0.04987
TX	P33501765.010	Wallace Lee Honeycutt	Century Exploration Houston LLC	4/4/2012	4/4/2017			2012-27891	Hardin	Texas	75.000%	56.250%	54.000%	0.06517
TX	P33501765.011	Woods Family Trust II	Century Exploration Houston LLC	4/4/2012	4/4/2017			2012-27892	Hardin	Texas	75.000%	56.250%	54.000%	0.06517
TX	P33501765.018	David Gayley Hooks	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-26565	Hardin	Texas	75.000%	56.250%	54.000%	6.50259
TX	P33501765.026	Douglas H Dickey et al	Century Exploration Houston LLC	2/15/2012	2/15/2016			2012-28606 2014-45714	Hardin Hardin	Texas Texas	75.000%	56.250%	54.000%	1.89602
TX	P33501765.027	Jayne Turner Davis	Century Exploration Houston LLC	4/1/2012	4/1/2017			2012-28607	Hardin	Texas	75.000%	56.250%	54.000%	0.77967
TX	P33501765.066	Robert John Hambright	Century Exploration Houston LLC	1/7/2013	1/7/2018			2013-35519	Hardin	Texas	75.000%	56.250%	54.000%	0.06352
TX	P33501765.067	Katherine Sue Hambright	Century Exploration Houston LLC	1/7/2013	1/7/2018			2013-35522	Hardin	Texas	75.000%	56.250%	54.000%	0.06352
TX	P33501765.068	Phoebe Hambright Dishman	Century Exploration Houston LLC	1/7/2013	1/7/2018			2013-36067	Hardin	Texas	75.000%	56.250%	54.000%	0.02304

PHINEAS II

TX	P34801915.001	James Rodney Barlow	Century Exploration Houston LLC	2/7/2013	2/7/2016			392409	Orange	Texas	100.000%	75.000%	72.000%	1.58000
TX	P34801917.001	Tami Dee Gabriele	Century Exploration Houston LLC	2/10/2013	2/10/2016			392407	Orange	Texas	75.000%	56.250%	54.000%	0.05250
TX	P34801923.001	Shawn Michelle Simpson	Century Exploration Houston, Inc.	2/25/2013	2/25/2016			392411	Orange	Texas	75.000%	56.250%	54.000%	0.58008
TX	P34801923.002	Cullen Zellers	Century Exploration Houston, Inc.	2/25/2013	2/25/2016			392410	Orange	Texas	75.000%	56.250%	54.000%	0.58008
TX	P34801923.003	David Clifton Walker	Century Exploration Houston LLC	4/2/2013	4/2/2016			398218	Orange	Texas	75.000%	56.250%	54.000%	1.54688
TX	P34801923.004	Mark Douglas Walker	Century Exploration Houston LLC	4/2/2013	4/2/2016			398217	Orange	Texas	75.000%	56.250%	54.000%	1.54688

ELBERT

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GWl	BPO NRI	APO NRI	Company Net Acres
OTH	P35400450.001	Parsons Land and Cattle	Nebraska Alliance Resources, LLC	5/17/2011	5/17/2021	A-62 A-63	487-490 348-353	2011-00521 2012-00111	Sioux	NE	100.000000%	83.500000%		2342.00000
OTH	P35400450.002	Dale A Fullerton Trust	Nebraska Alliance Resources LLC	5/23/2011	5/23/2021	A-62	483-486	2011-00520	Sioux	NE	100.000000%	83.500000%		602.50000
OTH	P35400450.003	Joe Bixler	Nebraska Alliance Resources, LLC	5/24/2011	5/24/2021	A-62	491-494	2011-00522	Sioux	NE	100.000000%	83.500000%		306.25000
OTH	P35400450.004	Bonnie Szidon	Nebraska Alliance Resources, LLC	5/24/2011	5/24/2021	A-62	495-498	2011-00523	Sioux	NE	100.000000%	83.500000%		306.25000
OTH	P35400450.005	Sam Sturman	Nebraska Alliance Resources, LLC	9/6/2011	9/6/2021	A-65	137-141	2013-00247	Sioux	NE	100.000000%	83.500000%		602.50000
OTH	P35400450.006	Connie S Nicholas	Nebraska Alliance Resources, LLC	5/23/2011	5/23/2021	A-62 A-65	479-482 168-172	2011-00519 2013-00253	Sioux	NE	100.000000%	83.500000%		602.50000
OTH	P35400451.001	Coffee & Sons, Inc. (7127 ac)	Nebraska Alliance Resources, LLC	7/28/2011	7/28/2019	A-62 A-65	546-552 209-212	2011-00538 2013-00265	Sioux	NE	100.000000%	83.500000%		6583.92639
OTH	P35400452.000	Donald B Mack et ux	Nebraska Alliance Resources, LLC	8/29/2011	8/29/2021	A-62	694-700	2011-00576	Sioux	NE	100.000000%	83.500000%		1958.44000
OTH	P35400453.001	Elmus L Corbin et al	Nebraska Alliance Resources, LLC	7/6/2011	7/6/2021	A-65	156-159	2013-00251	Sioux	NE	100.000000%	83.500000%		560.00000
OTH	P35400454.000	Gerald Griesse et ux	Nebraska Alliance Resources, LLC	7/28/2011	7/28/2021	A-62 A-65	597-600 188-191	2011-00547 00259	2013- Sioux	NE	100.000000%	83.500000%		2858.05330
OTH	P35400455.001	Lea Lu Taylor	Nebraska Alliance Resources, LLC	6/14/2011	6/14/2021	A-62 A-65	518-520 359-360	2011-00529 00390	2013- Sioux	NE	100.000000%	83.500000%		308.42500
OTH	P35400455.002	Herrick Family Trust	Nebraska Alliance Resources, LLC	6/22/2011	6/22/2021	A-63	306-309	2012-00105	Sioux	NE	100.000000%	83.500000%		308.42500
OTH	P35400456.000	Phyllis Jeane Dout Ranch & Cattle	Nebraska Alliance Resources, LLC	9/6/2011	9/6/2021	A-63	361-364	2012-00113	Sioux	NE	100.000000%	83.500000%		1926.74667
OTH	P35400457.000	Robert H & Toni S Hatch Family Tst	Nebraska Alliance Resources, LLC	7/21/2011	7/21/2021	A-62 A-65	561-566 182-184	2011-00541 00257	2013- Sioux	NE	100.000000%	83.500000%		1094.44000
OTH	P35400458.000	Susanne Lois Mack Reece et vir	Nebraska Alliance Resources, LLC	8/31/2011	8/31/2021	A-62	680-686	2011-00574	Sioux	NE	100.000000%	83.500000%		960.50000
OTH	P35400459.000	Michael Zimmerman	Nebraska Alliance Resources, LLC	8/15/2011	8/15/2021	A-62	630-632	2011-00554	Sioux	NE	100.000000%	83.500000%		698.40000
OTH	P35400460.000	Billy G Mack et ux	Nebraska Alliance Resources, LLC	8/29/2011	8/29/2021	A-62	687-693	2011-00575	Sioux	NE	100.000000%	83.500000%		160.84000
OTH	P35400461.000	Elmus L Corbin et al	Nebraska Alliance Resources, LLC	7/6/2011	7/6/2021	A-62	537-539	2011-00533	Sioux	NE	100.000000%	83.500000%		600.00000
OTH	P35400462.000	Abel Ranches, Inc.	Nebraska Alliance Resources, LLC	7/12/2011	7/12/2021	A-62 A-65 A-65	511-514 654-655 656-658	2011-00527 2013-00521 2013-00522	Sioux	NE	100.000000%	83.500000%		2782.60000
OTH	P35400463.000	Philip D Henry et ux	Nebraska Alliance Resources, LLC	8/2/2011	8/2/2021	A-62 A-65	627-629 205-208	2011-00553 2012-00264	Sioux	NE	100.000000%	83.500000%		979.17000
OTH	P35400464.001	Alyce K Hempel (SP)	Nebraska Alliance Resources, LLC	7/29/2011	7/29/2021	A-63	326-333	2012-00108	Sioux	NE	100.000000%	83.500000%		297.00750
OTH	P35400464.002	Donald & Kathy Graham Living Trust	Nebraska Alliance Resources, LLC	7/29/2011	7/29/2021	A-63	334-340	2012-00109	Sioux	NE	100.000000%	83.500000%		297.00750
OTH	P35400464.003	Martha Jayne Schnurr Trust	Nebraska Alliance Resources, LLC	7/29/2011	7/29/2021	A-63	310-318	2012-00106	Sioux	NE	100.000000%	83.500000%		297.00750
OTH	P35400464.004	Karen J Thorell Revocable Trust	Nebraska Alliance Resources, LLC	7/29/2011	7/29/2021	A-63	319-325	2012-00107	Sioux	NE	100.000000%	83.500000%		297.00750
OTH	P35400465.000	Anne E Wilson, et vir	Nebraska Alliance Resources, LLC	8/4/2011	8/4/2021	A-62 A-65 A-65	607-612 201-204 651-653	2011-00550 2013-00263 2013-00520	Sioux	NE	100.000000%	83.500000%		1211.89000
OTH	P35400466.000	Carol A Webb, et vir	Nebraska Alliance Resources, LLC	8/1/2011	8/1/2021	A-62	621-626	2011-00552	Sioux	NE	100.000000%	83.500000%		547.99000
OTH	P35400467.001	Donna Jean Powell Bernard Trust	Nebraska Alliance Resources, LLC	7/27/2011	7/27/2021	A-62 A-65	573-579 192-194	2011-00543 2013-00260	Sioux	NE	100.000000%	83.500000%		1108.36666
OTH	P35400467.002	John M Powell	Nebraska Alliance Resources, LLC	7/27/2011	7/27/2021	A-62 A-65	580-585 195-197	2011-00544 2013-00261	Sioux	NE	100.000000%	83.500000%		1108.36666
OTH	P35400467.003	Jodi Kay Grimm	Nebraska Alliance Resources, LLC	7/27/2011	7/27/2021	A-62 A-65	567-572 185-187	2011-00542 2013-00258	Sioux	NE	100.000000%	83.500000%		1108.36669
OTH	P35400468.001	Dorothy I Schaefer Living Trust	Nebraska Alliance Resources, LLC	7/8/2011	7/8/2021	A-65	146-150	2013-00249	Sioux	NE	100.000000%	83.500000%		441.49500
OTH	P35400468.002	George B Schaefer Living Trust	Nebraska Alliance Resources, LLC	7/8/2011	7/8/2021	A-65	151-155	2013-00250	Sioux	NE	100.000000%	83.500000%		441.49500
OTH	P35400469.001	Gale F Henry et al TIC	Nebraska Alliance Resources, LLC	10/13/2011	10/13/2021	A-63 A-65	341-347 213-215	2012-00110 2013-00266	Sioux	NE	100.000000%	83.500000%		288.53001
OTH	P35400470.001	Herbert B Smith Jr	Nebraska Alliance Resources, LLC	7/6/2011	7/6/2021	A-62 A-65	534-536 142-145	2011-00534 00248	2013- Sioux	NE	100.000000%	83.500000%		280.87717

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OTH	P35400472.001	James L Wickersham et ux	Nebraska Alliance Resources, LLC	6/8/2011	6/8/2021	A-62 A-65	521-523 179-181	2011-00530 2013-00256	Sioux	NE	100.000000%	83.500000%		213.33333
OTH	P35400472.002	William B Wickersham et ux	Nebraska Alliance Resources, LLC	5/23/2011	5/23/2021	A-62	524-527	2011-00531	Sioux	NE	100.000000%	83.500000%		213.33333
OTH	P35400472.003	Virginia Sides	Nebraska Alliance Resources, LLC	6/10/2011	6/10/2021	A-62	528-530	2011-00532	Sioux	NE	100.000000%	83.500000%		213.33334
OTH	P35400473.000	Joe L Whiteaker et ux JTWROS	Nebraska Alliance Resources, LLC	9/8/2011	9/8/2021	A-63	354-360	2012-00112	Sioux	NE	100.000000%	83.500000%		317.34200
OTH	P35400474.000	Marie Piper	Nebraska Alliance Resources, LLC	6/28/2011	6/28/2021	A-62	557-560	2011-00540	Sioux	NE	100.000000%	83.500000%		580.44000
OTH	P35400475.000	Pullen Family Trust	Nebraska Alliance Resources, LLC	8/24/2011	8/24/2021	A-62 A-65	673-679 649-650	2011-00573 2013-00519	Sioux	NE	100.000000%	83.500000%		1431.42000
OTH	P35400476.000	Raymond E Semroska	Nebraska Alliance Resources, LLC	7/20/2011	7/20/2021	A-62 A-65	639-645 176-178	2011-00556 2013-00255	Sioux	NE	100.000000%	83.500000%		1844.45000
OTH	P35400477.001	Robyn C Hospodka	Nebraska Alliance Resources, LLC	7/25/2011	7/25/2021	A-62	601-603	2011-00548	Sioux	NE	100.000000%	83.500000%		351.86000
OTH	P35400477.002	Ronda Rabe Hasenauer	Nebraska Alliance Resources, LLC	7/25/2011	7/25/2021	A-62	604-606	2011-00549	Sioux	NE	100.000000%	83.500000%		351.86000
OTH	P35400478.001	Rodney L Gray et ux	Nebraska Alliance Resources, LLC	7/28/2011	7/28/2021	A-62 A-65	666-672 198-200	2011-00572 2013-00262	Sioux	NE	100.000000%	83.500000%		919.54250
OTH	P35400478.002	Windac Corporation	Nebraska Alliance Resources, LLC	7/12/2011	7/12/2021	A-62	553-556	2011-00539	Sioux	NE	100.000000%	83.500000%		919.54250
OTH	P35400479.000	Shirley A Schaefer	Nebraska Alliance Resources, LLC	8/3/2011	8/3/2021	A-62	586-589	2011-00545	Sioux	NE	100.000000%	83.500000%		2020.80600
OTH	P35400480.000	NE SL #7848	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	243-245	2013-00286	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400481.000	NE SL #7849	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	246-248	2013-00287	Sioux	NE	100.000000%	80.333333%		600.00000
OTH	P35400482.000	NE SL #7850	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	249-251	2013-00288	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400483.000	NE SL #7847	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	240-242	2013-00285	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400484.000	NE SL #7846	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	237-239	2013-00284	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400485.000	NE SL #7844	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	231-233	2013-00282	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400486.000	NE SL #7843	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	228-230	2013-00281	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400487.000	NE SL #7845	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	234-236	2013-00283	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400488.000	NE SL #7842	Nebraska Alliance Resources, LLC	11/4/2011	11/4/2016	A-65	225-227	2013-00280	Sioux	NE	100.000000%	80.333333%		640.00000
OTH	P35400489.000	The Viguie Family Trust	Nebraska Alliance Resources, LLC	8/1/2011	8/1/2021	A-65	160-167	2013-00252	Sioux	NE	100.000000%	83.500000%		380.20000
OTH	P35400490.000	Estate of Margaret Anderson	Nebraska Alliance Resources, LLC	8/16/2011	8/16/2021	A-62	633-638	2011-00555	Sioux	NE	100.000000%	83.500000%		541.16000
OTH	P35400491.000	Todd Semroska et ux JTWROS	Nebraska Alliance Resources, LLC	8/2/2011	8/2/2021	A-62	590-596	2011-00546	Sioux	NE	100.000000%	83.500000%		1640.00000
OTH	P35400492.000	Ed L Ginkens et ux	Nebraska Alliance Resources, LLC	7/10/2013	7/10/2023	A-65	415-421	2013-00406	Sioux	NE	100.000000%	83.500000%		2124.99000
OTH	P35400493.000	Rita J DeHaven Trust	Nebraska Alliance Resources, LLC	7/9/2013	7/9/2023	A-65	450-456	2013-00411	Sioux	NE	100.000000%	83.500000%		1157.43100
OTH	P35400494.001	Wasserburger Bros, Inc.	Nebraska Alliance Resources, LLC	7/10/2013	7/10/2023	A-65	471-477	2011-00414	Sioux	NE	100.000000%	83.500000%		1676.84700
OTH	P35400496.001	Lynda Rotherham et vir	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66	331-334		Sioux	NE	100.000000%	86.000000%		796.08500
OTH	P35400496.002	Joseph Buck Morava	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66	309-311	2014-00095	Sioux	NE	100.000000%	86.000000%		863.36750
OTH	P35400496.003	Edward H Morava	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66	306-308	2014-00094	Sioux	NE	100.000000%	86.000000%		863.36750
OTH	P35400496.004	Joshua T Skavdahl et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66	335-337	2014-00103	Sioux	NE	100.000000%	86.000000%		480.00000
OTH	P35400496.005	Angeline D Morava Ind & Trustee	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66	303-305	2014-00093	Sioux	NE	100.000000%	86.000000%		1450.00000
OTH	P35400497.000	NE SL #7840 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/4/2011	11/4/2016				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400498.000	NE SL #7837 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/4/2011	11/4/2016				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400499.000	NE SL #7838 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/4/2011	11/4/2016				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400500.000	NE SL #7839 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/4/2011	11/4/2016				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400501.000	NE SL #7925 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/16/2012	11/16/2017				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400502.000	NE SL #7924 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/16/2012	11/16/2017				Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400503.000	NE SL #7926 (Skavdahl)	Josh Skavdahl & Leanne Skavdahl	11/16/2012	11/16/2017				Sioux	NE	100.000000%	82.583333%		652.62000
OTH	P35400504.001	Glen A Petersen et ux JTWROS	Nebraska Alliance Resources, LLC	7/23/2013	7/23/2023	A-65	443-449	2013-00410	Sioux	NE	100.000000%	83.500000%		239.68150
OTH	P35400504.002	Glenda Kay Sharp	Nebraska Alliance Resources, LLC	8/12/2013	8/12/2023	A-65	457-463	2013-00412	Sioux	NE	100.000000%	83.500000%		34.24018
OTH	P35400504.003	Karen Lynn Feeken	Nebraska Alliance Resources, LLC	8/12/2013	8/12/2023	A-65	408-414	2013-00405	Sioux	NE	100.000000%	83.500000%		34.24018
OTH	P35400504.004	Kirby Joe Grote	Nebraska Alliance Resources, LLC	8/12/2013	8/12/2023	A-65	422-428	2013-00407	Sioux	NE	100.000000%	83.500000%		34.24018
OTH	P35400504.005	Susan Gail Rampke	Nebraska Alliance Resources, LLC	8/12/2013	8/12/2023	A-65	492-498	2013-00417	Sioux	NE	100.000000%	83.500000%		34.24018
OTH	P35400504.006	Rodney Earl Grote	Nebraska Alliance Resources, LLC	8/12/2013	8/12/2023	A-65	666-672	2013-00524	Sioux	NE	100.000000%	83.500000%		34.24018
OTH	P35400505.000	Howard W Willey et ux	Nebraska Alliance Resources, LLC	7/10/2013	7/10/2023	A-65	478-484	2013-00415	Sioux	NE	100.000000%	83.500000%		2089.72000

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
OTH	P35400506.001	Metta M Yates et vir	Nebraska Alliance Resources, LLC	7/30/2013	7/30/2023	A-65	485-491	2013-00416	Sioux	NE	100.000000%	83.500000%		320.00000
OTH	P35400506.002	Fred A Hagman et ux	Nebraska Alliance Resources, LLC	7/22/2013	7/30/2023	A-65	429-435	2013-00408	Sioux	NE	100.000000%	83.500000%		320.00000
OTH	P35400507.000	Dan Jordan et ux JTWROS	Nebraska Alliance Resources, LLC	7/15/2013	7/15/2023	A-65	436-442	2013-00409	Sioux	NE	100.000000%	83.500000%		2200.00000
OTH	P35400508.000	Shirley Phipps Family Trust	Nebraska Alliance Resources, LLC	7/15/2013	7/15/2023	A-65	464-470	2013-00413	Sioux	NE	100.000000%	83.500000%		1160.00000
OTH	P35400510.000	Bill D Baker et ux	Nebraska Alliance Resources, LLC	7/11/2013	7/11/2023	A-65	401-407	2013-00404	Sioux	NE	100.000000%	83.500000%		1921.00000
OTH	P35400511.001	William C Eberspecher	Nebraska Alliance Resources, LLC	11/4/2013	11/4/2023	A-65	673-679	2013-00527	Sioux	NE	100.000000%	83.500000%		560.00000
OTH	P35400512.001	Coffee & Sons, Inc. (9694 ac)	Nebraska Alliance Resources, LLC	9/24/2013	9/24/2023	A-65	659-665	2013-00523	Sioux	NE	100.000000%	83.500000%		9615.16000
OTH	P35400513.000	William T Skavdahl	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	38-41 338-341	2013-00591 2014-00104	Sioux	NE	100.000000%	86.000000%		6197.96000
OTH	P35400515.000	NE SL 7836 (Paul Hamaker et ux Assi	Paul Hamaker & Sandra Hamaker	11/4/2011	11/4/2016	A-66	51-53	2013-00612	Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400516.000	Paul G Hamaker Trustee	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66 A-66	27-29 284-284 175-177	2013-00588 2014-00086 2014-00042	Sioux	NE	100.000000%	86.000000%		2280.00000
OTH	P35400517.000	Martin D Hanley et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	66-68 285- 287	2013-00599 2014-00087	Sioux	NE	100.000000%	86.000000%		1278.28000
OTH	P35400518.000	David W Hamaker et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	38-41 279-281	2013-00591 2014-00085	Sioux	NE	100.000000%	86.000000%		1277.26000
OTH	P35400519.000	Calvin M Mansfield et ux JTWROS	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	54-56 312-315	2013-00595 2014-00096	Sioux	NE	100.000000%	86.000000%		790.20000
OTH	P35400520.001	Ramona L Hourt et vir	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	90-92 291-293	2013-00607 2014-00089	Sioux	NE	100.000000%	86.000000%		507.82666
OTH	P35400520.002	Robbin Oldaker et vir	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	84-86 325-327	2013-00605 2014-00100	Sioux	NE	100.000000%	86.000000%		507.82666
OTH	P35400520.003	Cody Oldaker	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	87-89 322-324	2013-00606 2014-00099	Sioux	NE	100.000000%	86.000000%		507.82666
OTH	P35400521.001	Tracey Wilson et vir	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	139-141 351-353	2014-00017 2014-00108	Sioux	NE	100.000000%	86.000000%		124.44440
OTH	P35400521.002	Lonny Vantine	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	142-144 354-356	2014-00018 2014-00109	Sioux	NE	100.000000%	86.000000%		124.44440
OTH	P35400521.003	Julie Vantine	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	145-147 345-347	2014-00019 2014-00106	Sioux	NE	100.000000%	86.000000%		124.44440
OTH	P35400521.004	Phyllis M Vantine Trustee	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	136-138 348-350	2014-00016 2014-00107	Sioux	NE	100.000000%	86.000000%		373.33333
OTH	P35400521.005	Ava Lynn Spaur	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	154-156 342-344	2014-00022 2014-00105	Sioux	NE	100.000000%	86.000000%		373.33334
OTH	P35400522.001	Holmgren Cattle Co Inc	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	75-77 288- 290	2013-00602 2014-00088	Sioux	NE	100.000000%	86.000000%		700.14000
OTH	P35400523.001	Glenn A Patrone et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	60-62 328-330	2013-00597 2014-00101	Sioux	NE	100.000000%	86.000000%		591.72000
OTH	P35400524.001	Dale E Buckley et ux Trustees	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	30-33 266-269	2013-00589 2014-00081	Sioux	NE	100.000000%	86.000000%		3162.96000
OTH	P35400525.001	Criss F Hamaker et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	78-80 276-278	2013-00603 2014-00084	Sioux	NE	100.000000%	86.000000%		1435.26000
OTH	P35400526.001	J Bar L Inc.	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	48-50 294-296	2013-00594 2014-00090	Sioux	NE	100.000000%	86.000000%		2355.00000
OTH	P35400527.000	Johnson Livestock Inc	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	72-74 297-299	2013-00601 2014-00091	Sioux	NE	100.000000%	86.000000%		631.66000
OTH	P35400528.001	Terence Gillett et ux JTWROS	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	69-71 273-275	2013-00600 2014-00003	Sioux	NE	100.000000%	86.000000%		769.44000

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GW	BPO NRI	APO NRI	Company Net Acres
OTH	P35400529.001	Marvin G Buckley et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66 A-66 A-66 A-66 A-66	102-104 270-272 502-504 505-507 508-510 511-513 514-516	2013-00611 2014-00082 2014-00192 2014-00193 2014-00194 2014-00195 2014-00196	Sioux	NE	100.000000%	86.000000%		2752.24000
OTH	P35400530.001	Kyle Creek Ranch LLC	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	96-98 300-302	2013-00609 2014-00092	Sioux	NE	100.000000%	86.000000%		1624.23200
OTH	P35400531.001	Kelly D Mansfield et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	151-153 316-318	2014-00021 2014-00097	Sioux	NE	100.000000%	86.000000%		1202.35293
OTH	P35400531.002	Keith G Mumby et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	148-150 319-321	2014-00020 2014-00098	Sioux	NE	100.000000%	86.000000%		8.75000
OTH	P35400531.003	Sandra J Kern et vir	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	184-186 242-244	2014-00047 2014-00073	Sioux	NE	100.000000%	86.000000%		45.03676
OTH	P35400531.004	Gary M Moranville et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	187-189 239-241	2014-00048 2014-00072	Sioux	NE	100.000000%	86.000000%		45.03676
OTH	P35400531.005	James H Moranville et ux	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	181-183 248-250	2014-00044 2014-00075	Sioux	NE	100.000000%	86.000000%		45.03676
OTH	P35400531.006	Boni L Waddle	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	178-180 245-247	2014-00043 2014-00074	Sioux	NE	100.000000%	86.000000%		45.03676
OTH	P35400532.000	NE SL 7841 (J Bar L Inc Assignor)	J Bar L Inc	11/4/2011	11/4/2016	A-66	42-44	2013-00592	Sioux	NE	100.000000%	82.583333%		640.00000
OTH	P35400536.001	James Bannan et ux JT	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	193-195 254-256	2014-00050 2014-00077	Sioux	NE	100.000000%	86.000000%		272.10156
OTH	P35400536.002	Michael L Bannan et al	Tacoma Energy Corporation	2/10/2014	2/10/2024	A-66 A-66	190-192 254-253	2014-00049 2014-00076	Sioux	NE	100.000000%	86.000000%		272.10156

TWEETY BIRD

TX	P35501935.001	Hosford/Hamilton Trusts	Century Exploration Houston, LLC	6/17/2013	6/17/2016			2013-40149	Hardin	Texas	75.000%	56.250%	54.000%	349.78125
TX	P35501935.002	Black Stone Minerals Company, et al	Century Exploration Houston, LLC	9/19/2013	9/19/2016			2013-42104	Hardin	Texas	75.000%	56.250%	54.000%	154.07625
TX	P35501935.003	Willie Mae Feagin Residue Trust	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-41649	Hardin	Texas	75.000%	56.250%	54.000%	1.49667
TX	P35501935.004	7H Partnership Ltd	Century Exploration Houston LLC	8/7/2013	8/7/2016			2013-41646	Hardin	Texas	75.000%	56.250%	54.000%	0.14966
TX	P35501935.005	Vivian Henderson Pedigo Trust	Century Exploration Houston LLC	8/7/2013	8/7/2016			2013-41647	Hardin	Texas	75.000%	56.250%	54.000%	0.14966
TX	P35501935.006	Baptist Foundation of Texas	Century Exploration Houston LLC	9/3/2013	9/3/2016			2013-42408	Hardin	Texas	75.000%	56.250%	54.000%	1.35078
TX	P35501935.007	Margaret Ann Richardson Hight, et a	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-42198	Hardin	Texas	75.000%	56.250%	54.000%	0.49886
TX	P35501935.008	Arthur J Richardson III, et al	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-42197	Hardin	Texas	75.000%	56.250%	54.000%	0.49886
TX	P35501935.009	William Hardee Turner Jr	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-42407	Hardin	Texas	75.000%	56.250%	54.000%	0.77967
TX	P35501935.010	Zizmont Tree Farms LP	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-42409	Hardin	Texas	75.000%	56.250%	54.000%	0.00390
TX	P35501935.011	Donald Jay Allums Jr	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-41645	Hardin	Texas	75.000%	56.250%	54.000%	0.05847
TX	P35501935.012	Swartwout Family Trust	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-41643	Hardin	Texas	75.000%	56.250%	54.000%	0.45494
TX	P35501935.013	James Anderson Allums, Indiv & Ttee	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-41644	Hardin	Texas	75.000%	56.250%	54.000%	0.05847
TX	P35501935.014	McGraw Minerals Ltd	Century Exploration Houston LLC	8/7/2013	8/7/2016			2013-41650	Hardin	Texas	75.000%	56.250%	54.000%	0.47891
TX	P35501935.015	Bill F McGraw, Trustee	Century Exploration Houston LLC	8/7/2013	8/7/2016			2013-41648	Hardin	Texas	75.000%	56.250%	54.000%	0.05053
TX	P35501935.016	Cynthia W Mueller	Century Exploration Houston LLC	8/1/2013	8/1/2018			2013-41642	Hardin	Texas	75.000%	56.250%	54.000%	0.13034
TX	P35501935.017	Winston Anderson Woerheide	Century Exploration Houston LLC	8/7/2013	8/7/2018			2013-43011	Hardin	Texas	75.000%	56.250%	54.000%	0.11695
TX	P35501935.018	Michael Wesley Hooks Armour et al	Century Exploration Houston LLC	12/10/2013	12/10/2017			2014-44945 2014-44946	Hardin Hardin	Texas Texas	75.000%	56.250%	54.000%	1.62565
TX	P35501935.020	Squire Cruse Properties LP	Century Exploration Houston LLC	8/7/2013	8/7/2016			2015-52981	Hardin	Texas	100.000%	75.000%	72.000%	6.82210

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Area	Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Entry No.	County	State	GWl	BPO NRI	APO NRI	Company Net Acres
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LEGHORN

TX	P36001936.000	BP America Production Co(C-1012401)	Century Exploration Houston LLC	8/12/2013	2/12/2016			2013-40538	Hardin	Texas	75.000%	56.250%	54.000%	738.75000
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PALMETTO

LA	P36301701.000	S/L 21381	K-Exploration Co.	3/12/2014	3/12/2017	1314	188	2014-00001243	Plaquemines	LA	100.000%	78.500%	75.500%	9.00000
LA	P36301706.000	Onager LLC & Trebuchet LLC	Century Exploration New Orleans LLC	10/1/2014	10/1/2017	1328	700	2014-00004422	Plaquemines	LA	100.000%	78.000%	75.000%	192.41000
LA	P36301707.000	S/L 21474	K-Exploration Co.	8/13/2014	8/13/2017	1326	328	2014-00003778	Plaquemines	LA	100.000%	77.500%	74.500%	124.00000
LA	P36301708.000	S/L 21476	K-Exploration Co.	8/13/2014	8/13/2017	1326	343	2014-00003779	Plaquemines	LA	100.000%	77.500%	74.500%	16.00000

THE FOLLOWING 3 LEASES ARE INCLUDED HEREIN INsofar AND ONLY INsofar AS THESE LEASES COVER LANDS OUTSIDE OF THE U-3 RA SUB AS CREATED BY LOUISIANA OFFICE OF CONSERVATION ORDER NO. 1582 EFFECTIVE DECEMBER 2, 2014 AND DESCRIBED ON THE UNIT PLAT RECORDED IN CONVEYANCE BOOK 1336, PAGE 604, FILE NO. 2015-00000705 OF THE RECORDS OF PLAQUEMINES PARISH, LOUISIANA

LA	P36301700.000	S/L 21380	K-Exploration Co.	3/12/2014	3/12/2019	1314	173	2014-00001242	Plaquemines	LA	100.000%	78.500%	75.500%	840.98000
LA	P36301702.000	SAL 21385	K-Exploration Co.	3/12/2014	3/12/2019	1314	206	2014-00001244	Plaquemines	LA	100.000%	78.500%	75.500%	326.09000
LA	P36301704.000	Trebuchet, LLC et al	K-Exploration Co.	7/1/2014	3/12/2017	1325	630	2014-00003689	Plaquemines	LA	100.000%	78.500%	75.500%	747.04000

PALMETTO SE

LA	P37001709.000	S/L 21473	K-Exploration Co.	8/13/2014	8/13/2017	1326	313	2014-00003777	Plaquemines	LA	100.000%	77.500%	74.500%	114.00000
LA	P37001710.000	S/L 21481	K-Exploration Co.	8/13/2014	8/13/2017	1326	358	2014-00003780	Plaquemines	LA	100.000%	77.500%	74.500%	61.00000
LA	P37001711.000	Carolyn C LeBlanc et al	Century Exploration New Orleans LLC	10/1/2014	10/1/2017	1334	767	2015-00000248	Plaquemines	LA	100.000%	76.000%	73.000%	89.00000
LA	P37001717.000	S/L 21544	Century Exploration New Orleans LLC	1/14/2015	1/14/2018	1335	644	2015-00000484	Plaquemines	LA	100.000%	77.500%	74.500%	97.00000
LA	P37001718.000	S/L 21545	Century Exploration New Orleans LLC	1/14/2015	1/14/2018	1335	658	2015-00000485	Plaquemines	LA	100.000%	77.500%	74.500%	285.00000

CORVUS SOUTH

LA	P37201712.000	S/L 21514	Century Exploration New Orleans LLC	1/14/2015	1/14/2020	1335	574	2015-00000479	Plaquemines	LA	100.000%	78.500%	75.500%	280.85000
LA	P37201714.000	S/L 21516	Century Exploration New Orleans LLC	1/14/2015	1/14/2020	1335	602	2015-00000481	Plaquemines	LA	100.000%	78.500%	75.500%	638.18000

CORVUS DEEP

LA	P37301713.000	S/L 21515	Century Exploration New Orleans LLC	1/14/2015	1/14/2020	1335	588	2015-00000480	Plaquemines	LA	100.000%	78.500%	75.500%	56.33000
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Exhibit C

Platforms and Facilities

Exhibit "C"

Platforms and Facilities

1. The Palmetto Prospect production barge and equipment servicing the U-3 RA SUB #1 well in the East Cox Bay Field, said barge located at Latitude 29 degrees, 28 minutes and 26 seconds North and Longitude 89 degrees 33 minutes 8 seconds West, Plaquemines Parish, Louisiana
2. The Breton Sound 52 Compressor Platform and equipment processing gas production from Century wells, said platform located at Latitude 29 degrees, 26 minutes and 16 seconds North and Longitude 89 degrees 9 minutes 14 seconds West, Plaquemines Parish, Louisiana
3. The Breton Sound 53A production barge and equipment processing production from Century wells, said platform located at Latitude 29 degrees, 25 minutes and 43.77 seconds North and Longitude 89 degrees 08 minutes 8.248 seconds West, located on RUE OCS-G 30164
4. The Breton Sound 51 A and 51 Aux Platforms and equipment processing production from Century wells, said platform located at Latitude 29 degrees, 27 minutes and 18 seconds North and Longitude 89 degrees 14 minutes 13 seconds West, Plaquemines Parish, Louisiana

Exhibit D-1

Fee Surface Tracts

Exhibit D-1

Description of Fee Surface Tracts

Tract 1: Fee Simple

These notes describe the certain tracts or parcels of land contained in a Warranty Deed dated May 5, 2012 from John L. Robertson to Century Exploration Houston, LLC and recorded in Volume 990, Page 347 of the Official Public Records of Jasper County, Texas; this property is described more particularly as follows:

Parcel 1: 15.50 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, Jasper County, Texas and being the same land described as Tract 1 in General Warranty Deed dated November 18, 2011 from Jerry Kirbow et ux to John L. Robertson and recorded in Volume 925 page 977 of the Official Public Records of Jasper County, Texas.

Parcel 2: 12.24 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, and the **Sarah Gray Survey, A-152**, Jasper County, Texas and being the same land described as Tract 2 in General Warranty Deed dated November 18, 2011 from Jerry Kirbow et ux to John L. Robertson and recorded in Volume 925 page 977 of the Official Public Records of Jasper County, Texas.

Parcel 3: 1.364 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, Jasper County, Texas and being the same land described in General Warranty Deed dated May 2, 2012 from Geneva Maxine Solly, individually as sole heir of the Estate of Dwain O. Solly, Deceased to John L. Robertson and recorded in Volume 936 page 491 of the Official Public Records of Jasper County, Texas.

Tract 2: Fee Simple

These notes describe the certain 9.609 acres of land out of and a part of the J. J. Copley Survey, Abstract Number 691, in Jasper County, Texas, contained in a Warranty Deed dated October 2, 2008 from Marla Diane Rogers Rachford and Brandon O'Brien Rachford to Century Exploration Houston, Inc. and recorded in Volume 833, Page 1050 of the Jasper County Deed Records; this property is described more particularly as follows:

BEGINNING at an iron pipe found in the West right-of-way line of F.M. Highway 105 and being the Northeast corner of a 60.00 acre tract described in Volume 143, Page 538 of the Jasper County Deed Records and also being the most Northeasterly corner of a 30.00 acre tract surveyed for C. R. Barnes on July 16, 1943:

THENCE, South 76 deg. 08 min. 33 sec. West, along the North line of said 60.00 acre tract for a distance of 815.47 feet (deed = North 75 deg. 00 min. 00 sec. West. 836.00 feet) to a concrete monument found for corner;

THENCE, North 14 deg. 28 min. 00 sec. West, along the East line of a 38.30 acre tract recorded in Volume 350, Page 143 of the Jasper County Deed Records for a distance of 504.43 feet (deed = North 15 deg. 00 min. 00 sec. East, 522.00 feet) to a concrete monument found for corner;

THENCE, North 74 deg. 61 min. 31 sec. East, along the South line of a 25.40 acre tract recorded in Volume 108, Page 577 of the Jasper County Deed Records at 418.41 feet to an iron rod found on line and continuing for a total distance of 814.71 feet (deed = North 75 deg. 00 min. 00 sec. East, 836.00 feet) to an iron rod set in the West right-of-way line of said F.M. Highway 105;

THENCE, South 14 deg. 33 min. 04 sec, East, along the West right-of-way line of F.M. Highway 105 for a distance of 522.69 feet (deed = South 15 deg. 00 min. 00 sec. West 522.00 feet) to the POINT OF BEGINNING and containing 9.609 acres of land.

NOTE: Bearings are based on the tract of land recorded in Volume 350, Page 143 of the Jasper County Deed Records.

SAVE AND EXCEPT the following 2 acre tract:

Being a 2.00 acre tract or parcel of land out of the J. J. Copley Survey, Abstract No. 691, Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Marla D. Rogers, and Robert L. Rogers, by deed, recorded in Volume 501 Page 821, of the Official Public Records, of Real Property Jasper County, Texas, said 2.00 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner in the West right-of-way line of State Highway 105, and the East line of said 9.609 acre tract, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said S. H. 105, bears, North 14 Deg. 38 min. 47 Sec. West, a distance of 178.27 feet;

THENCE south 14 Deg. 38 Min. 47 Sec. East, along and with the West right-of-way line of said S. H. 105, for a distance of 123.42 feet, to a ½" iron rod found for corner;

THENCE South 75 Deg. 43 Min. 27 Sec. West, for a distance of 425.50 feet, to a ½" iron rod found for corner;

THENCE North 14 Deg. 28 Min. 05 Sec. West, for a distance of 295.27 feet, to a ½" iron rod found in the North line of said 9.009 acre tract;

THENCE North 74 Deg. 51 Min. 31 Sec. East along and with the North line of said 9.009 acre tract, for a distance of 201.92 feet, to a ½" iron rod found for corner, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said State Highway 105, bears North 74 Deg. 51 Min. 31 Sec. East a distance of 222.67 feet;

THENCE South 14 Deg. 28 Min. 05 Sec, East, for a distance of 178.27 feet to a ½" iron rod found for corner;

THENCE North 74 Deg. 51 Min. 31 Sec. East, a distance of 223.22 feet, to the POINT OF BEGINNING of the herein described tract, and containing 2.000 Acres of land.

This conveyance, however, is subject to all mineral reservations, restrictions, easements, covenants and conditions of record in the office of the County Clerk of Jasper County, Texas, which relate to or in any wise affect the above described property.

Tract 3: Fee Simple

These notes describe the certain 2.00 acres of land out of and a part of the J. J. Copley Survey, Abstract Number 691, in Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Century Exploration Houston, Inc., by deed, recorded in Volume 833, Page 1050 of the Jasper County Deed Records in a Warranty Deed dated October 2, 2008 from Marla Diane Rogers Rachford and Brandon O'Brien Rachford to Century Exploration Houston, Inc. and recorded in Volume 833, Page 1047 of the Jasper County Deed Records; this property is described more particularly as follows:

Being a 2.00 acre tract or parcel of land out of the J. J. Copley Survey, Abstract No. 691, Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Marla D. Rogers, and Robert L. Rogers, by deed, recorded in Volume 501 Page 821, of the Official Public Records, of Real Property Jasper County, Texas, said 2.00 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner in the West right-of-way line of State Highway 105, and the East line of said 9.609 acre tract, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said S. H. 105, bears, North 14 Deg. 38 min. 47 Sec. West, a distance of 178.27 feet;

THENCE south 14 Deg. 38 Min. 47 Sec. East, along and with the West right-of-way line of said S. H. 105, for a distance of 123.42 feet, to a ½" iron rod found for corner;

THENCE South 75 Deg. 43 Min. 27 Sec. West, for a distance of 425.50 feet, to a ½" iron rod found for corner;

THENCE North 14 Deg. 28 Min. 05 Sec. West, for a distance of 295.27 feet, to a ½" iron rod found in the North line of said 9.009 acre tract;

THENCE North 74 Deg. 51 Min. 31 Sec. East along and with the North line of said 9.009 acre tract, for a distance of 201.92 feet, to a ½" iron rod found for corner, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said State Highway 105, bears North 74 Deg. 51 Min. 31 Sec. East a distance of 222.67 feet;

THENCE South 14 Deg. 28 Min. 05 Sec, East, for a distance of 178.27 feet to a ½" iron rod found for corner;

THENCE North 74 Deg. 51 Min. 31 Sec. East, a distance of 223.22 feet, to the POINT OF BEGINNING of the herein described tract, and containing 2.000 Acres of land.

Tract 4: Fee Simple

BEAUREGARD PARISH, LOUISIANA
T6S-R13W

That certain tract or parcel of land containing 10.0 acres, more or less, being situated in the West Half of the South Half of the Northwest Quarter of the Southwest Quarter (W/2 of S/2 of NW/4 of SW/4) of Section 11, Township 6 South, Range 13 West, Beauregard Parish, Louisiana. Said tract being bounded by now or formerly as follows: North by Frank E. Spikes; East by Sandra L. Trott; South by Meriwether Louisiana Land and Timber, L.L.C.; and West by Clyde L. Gehron. Said tract being further described in that certain Act dated January 9, 1992 recorded in Conveyance Book 562, Page 245 under Entry No. 364619 of the records of Beauregard Parish, Louisiana. (P29601720.000)

Tract 6: Woodlands Office Building

DESCRIPTION OF A 1.8985-ACRE TRACT OUT OF THE JOHN TAYLOR SURVEY, A-547
MONTGOMERY COUNTY, TEXAS

Being a 1.8985-acre tract (82,700 square feet) out of the John Taylor Survey, Abstract No. 547, Montgomery County, Texas, out of land owned by The Woodland Land Development Company, L.P., a Texas Limited Partnership, by virtue of Memorandum of Merger and Ownership dated July 31, 1997 recorded under Clerk's File No. 9747722 of the Montgomery County Real Property Records (M.C.R.P.R.), part being located in Section One, Unrestricted Reserve "E", Volume 12, Page 31 of the Montgomery County Map Records, said 1.8985 acres being more particularly described by metes and bounds as follows with all control referred to the 1927 Texas State Plane Coordinate System, Lambert Projection, South Central Zone), the basis of bearing is the call NORTH 80 degrees 56 minutes 24 seconds WEST for the north right-of-way line of Woodlands Parkway (width varies) as recorded in Volume 823, Page 224 of the Montgomery County Deed Records (M.C.D.R.):

BEGINNING at the southwest corner of the herein described tract also being the southeast corner of a 5.17 acre tract conveyed to Woodstead-Grogan Operating Association., L.P. as recorded under Clerk's File No. 2001-087043 of the M.C.R.P.R., lying in said north line of Woodlands Parkway, having Texas State Plane Coordinate Value of X = 3,115,562.81 (E); Y = 861,302.75 (N), and bearing SOUTH 08 degrees 35 minutes 25 seconds WEST, 5,846.14 feet from the northwest corner of the Walker County School Land Survey, Abstract No. 599, lying in the east line of the John Taylor Survey, Abstract No. 547;

THENCE NORTH 04 degrees 25 minutes 33 seconds EAST, 289.33 feet along the east line of said 5.17 acre tract to the northwest corner of the herein described tract, lying in the south line of a 4.3505 acre tract conveyed to Timberloch Inc. as recorded under Clerk's File No. 9054404 of the M.C.R.P.R.;

THENCE SOUTH 74 degrees 16 minutes 55 seconds EAST, 238.18 feet along said south line of the 4.3505 acre tract to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for the northeast corner of the herein described tract, at 185.18 feet passing the southeast corner of said 4.3505 acre tract;

THENCE SOUTH 00 degrees 44 minutes 08 seconds EAST, 46.70 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE SOUTH 37 degrees 38 minutes 11 seconds EAST, 66.99 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE SOUTH 67 degrees 39 minutes 59 seconds EAST, 80.64 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE SOUTH, 107.68 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for the southeast corner of the herein described tract, lying in said north line of Woodlands Parkway;

THENCE SOUTH 86 degrees 22 minutes 47 seconds WEST, 200.22 feet along said north line of Woodlands Parkway to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE NORTH 80 degrees 56 minutes 24 seconds WEST, 170.00 feet along said north line of Woodlands Parkway to the POINT OF BEGINNING, containing 1.8985 acres (82,700 square feet) of land.

Exhibit D-2

Easements, Rights-of-Way, Etc.

Exhibit D-2

Easements, Rights-of-Ways, Etc.

Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
TX	Akula	P22300462.000	Jerry Kirbow et ux	Subsurface Use Agreement	9/5/2007	810	737	191586	Jasper	TX
TX	Akula	P22300517.000	Jerry Kirbow et ux	Subsurface Use Agreement	10/8/2007	810	739	191587	Jasper	TX
TX	Akula	CP22300463	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	9/5/2007	810	741	191588	Jasper	TX
TX	Akula	CP22300894	Marla D. Rogers	Surface Use Agreement and Surface Owner's Release	10/8/2007				Jasper	TX
TX	Akula	CP25601243	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	8/8/2008				Jasper	TX
TX	Akula	CP22301017	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use	8/14/2008	850	862	220338	Jasper	TX
TX	Akula	CP22301034	730 Texas Timberlands II, Ltd.	Early Entry Access Permit Agreement	7/29/2008				Jasper	TX
TX	Akula	CP22301199	730 Texas Timberlands II, Ltd.	Grant of Easement	2/24/2011	908	447	234057	Jasper	TX
TX	Akula	CP22301200	730 Texas Timberlands II, Ltd.	Forestry Road Easement	2/24/2011	908	435	234056	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Pipeline Right-of-Way Agreement	7/31/2008	908	965	234215	Jasper	TX
TX	Akula	CP22301198	Joyce Hayes	Amendment of Pipeline Right-of-Way Agreement	7/31/2008	910	954	234719	Jasper	TX
TX	Akula	CP22301353	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/16/2012					
TX	Akula	CP22301354	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline and Road Use (ID#2311 SXM-00589)	4/20/2012	937	662	241823	Jasper	TX
TX						620	362	151348	Newton	TX
TX	Akula	P22301371.000	Clarence Anderson, et ux, Betty Anderson	Subsurface Use Agreement	4/18/2012	936	22	241346	Jasper	TX
TX	Akula	P22301442.000	Dawn D Dean et vir	Pipeline Right-of-Way Agreement	6/15/2009			344089	Orange	TX
TX	Akula	P22301467.000	Sidnette Henry	Pipeline Right-of-Way Agreement	9/13/2009			350646	Orange	TX
TX	Akula	P22301468.000	Frances Holland	Pipeline Right-of-Way Agreement	9/13/2009			350647	Orange	TX
TX	Akula	P22301599.000	TIN, Inc.	Grant of Easement and Right-of-Way for Pipeline	6/6/2012	940	245	242536	Jasper	TX
TX	Akula	CP35101496	John Hancock Life & Health Insurance Company, et al	Grant of Easement	5/7/2012	940	256	242537	Jasper	TX
TX	Akula	CP35101496	730 Texas Timberlands II, Ltd.	Grant of Easement	5/7/2012	940	269	242538	Jasper	TX
TX	Akula	CP35101496	Gary G. Pollard	Road Use Agreement	4/19/2012	621	368	151593	Newton	TX
TX	Akula	CP35101496	Billy G. Pollard, et al	Surface site with Access Road Easement and Pipeline Right-of-Way Agreement	4/5/2012	621	465	151618	Newton	TX
TX	Big Thicket	P35101927.000	State of Texas	Miscellaneous Easement (Pipelines) ME20130121	5/2/2013	964	882	2013-37709	Hardin	TX
TX	Barracuda/Oscar	CP20701016	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	7/31/2008				Jasper	TX
TX	Barracuda/Oscar	CP20701016	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	6/5/2009				Jasper	TX
TX	Barracuda/Oscar	P27201496.000	Crown Pine Timber 1, L.P.	Surface and Road Easement (CXM-00180)	7/31/2008	902	695	232597	Jasper	TX
TX	Blacktip	P19400243.000	Wanda Gray, et al	Surface and Road Use Agreement	9/25/2006			319389	Orange	TX
TX	Charlie Tuna	P28101524.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00358)	3/2/2011				Jasper	TX
TX	Dory	P26001464.000	Freddie M Costlow	Surface Use Agreement and Surface Owner's Release	11/11/2009	879	172	226683	Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	3/24/2011				Jasper	TX
TX	Flipper	CP25601244	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline (ID #1629 CX-0024)	8/14/2008	932	487	240412	Jasper	TX
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Flipper 4	P25601788.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2300 CXM-0577)	5/15/2012	939	92	242230	Jasper	TX
TX								382118	Orange	TX

Exhibit D-2

Easements, Rights-of-Ways, Etc.

Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
TX	Flipper	CP25601293	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/27/2011					
TX	Flipper	CP25601503	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2181 SXM-0494)	10/13/2011	932	492	240413	Jasper	TX
TX	Flipper	CP25601237	Crown Pine Timber 1, L.P.	Construction Land Entry Permit with 1st Amendment to Pipeline, Surface and Road ROW (SXM-00470)	5/12/2011				Jasper	TX
TX	Flipper	CP25601132	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right -of-Way for Pipeline, Surface and Road Use (ID #1909 SXM-00291)	4/21/2010	933	998	240538	Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/7/2009				Jasper	TX
TX	Flipper	CP25601047	Crown Pine Timber 1, L.P.	First Amendment of Construction Land Entry Permit	10/28/2010				Jasper	TX
TX	Flipper	P25601530.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00228)	4/21/2010	912	600	235231	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID#2106 CXM-00469)	5/25/2011	915	585	235985	Jasper	TX
TX	Flipper	P25601544.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) - First Amendment (ID#2106 CXM-00469)	6/19/2014	1012	771	258872	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	915	649	236007	Jasper	TX
TX	Flipper	CP25601256	MeadWestvaco Texas, L.P.	Corrected Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	954	535	246135	Jasper	TX
TX	Flipper	P25601473.000	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	4/9/2010				Jasper	TX
TX	Flipper	P25601553.000	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00291)	4/21/2010	992	136	254585	Jasper	TX
TX	Jacques	P30101852.000	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (ID #2173 NXM-00484)	2/2/2012			2012-30597	Hardin	TX
TX	Jacques	CP30101492	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	11/8/2011				Hardin	TX
TX	Jacques	CP30101410	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2238 SXM-00567)	10/6/2011			2012-27278	Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/28/2011				Hardin	TX
TX	Jacques	CP30101340	Crown Pine Timber 1, L.P.	First Amendment to Construction Land Entry Permit	1/18/2012				Hardin	TX
TX	Jacques	CP30101339	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	2/2/2012			2012-30597	Hardin	TX
TX	Hammerhead	CP19600954	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	6/11/2007				Hardin	TX
TX	Hammerhead	CP19600954	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Hammerhead	CP19601498	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road) (SXM-00676)	2/11/2013			2013-38467	Hardin	TX
TX	Leghorn	CP36001693	BP America Production Company	Mineral Owner Subsurface Wellbore Easement for Directional Wells	9/15/2014			2014-50315	Hardin	TX
TX	Oscar	CP27201117	Crown Pine Timber 3, L.P.	Construction Land Entry Permit	2/25/2010				Jasper	TX
TX				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00281)	2/1/2010	880	400	226983	Jasper	TX

Exhibit D-2

Easements, Rights-of-Ways, Etc.

Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
TX	Oscar	P27201470.000	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - First Amendment (SXM-00281)	2/1/2010	880	411	226984	Jasper	TX
TX				Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - Second Amendment (SXM-00281)	2/1/2010	915	571	235984	Jasper	TX
TX	Oscar/Dory	CP27201117	Crown Pine Timber 3, L.P.	First Amendment to Construction Land Entry Permit	3/12/2010				Jasper	TX
TX	Oscar/Dory	P27201470.000	Crown Pine Timber 1, L.P.	First Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	880	411	226984	Jasper	TX
TX	Oscar/Charlie Tuna	CP27201117	Crown Pine Timber 1, L.P.	Second Amendment to Construction Land Entry Permit	5/12/2011				Jasper	TX
TX	Oscar/Charlie Tuna	P27201470.000	Crown Pine Timber 1, L.P.	Second Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010				Jasper	TX
TX	Perry	CP29501286	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	7/19/2011				Orange	TX
TX	Perry	CP29501287	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID #2212 SXM-00516)	9/20/2011			374300	Orange	TX
TX	Perry	CP29401236	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	5/20/2011				Orange	TX
TX	Perry	CP29401242	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/28/2011				Orange	TX
TX	Perry	P29501924.000	Crown Pine Timber 1, L.P.	Grant of Easement for Private Road (CXM-0576)	5/15/2012			382117	Orange	TX
TX						939	84	242229	Jasper	TX
TX	Perry	CP29501416	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/29/2012					
TX	Roadrunner	P35001918.000	Crown Pine Timber 1, L.P.	Surface and Road Easement (SXM-00685)	3/19/2013			392942	Orange	TX
TX	Sebastian	CP31101273	Crown Pine Timber 1, L.P.	Grant of Easement (For Private Road)	8/26/2011				Hardin	TX
TX	Sebastian	CP31101302	Crown Pine Timber 1, L.P.	Surface and Road Use Agreement	10/13/2011			2012-26767	Hardin	TX
TX	Sebastian	CP31101342	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	1/13/2012				Hardin	TX
TX	Sebastian	CP31101341	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/2/2012			2012-27279	Hardin	TX
TX	Sebastian	CP31101381	Charles W. Brocato, et ux	Non-Exclusive Pipeline Easement and Roadway Easement Agreement	1/26/2012			2012-26317	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/23/2015			2015-53796	Hardin	TX
TX	Tiger	CP198001728	Crown Pine Timber 1, L.P.	Construction Land Entry Permit	2/5/2008				Hardin	TX
TX	Tiger	CP19800859	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	4/16/2007				Hardin	TX
TX	Tiger	P19800457.000	TIN, Inc. d/b/a Temple-Inland	Grant of Easement (For Private Road)	7/30/2007	1641	212	2007-8082	Hardin	TX
TX	Tiger	CP19801733	Crown Pine Timber 3, L.P.	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	12/5/2007	1682	375	2008-3894	Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Construction Land Entry Permit	1/15/2007				Hardin	TX
TX	Thresher	CP20600816	TIN, Inc. d/b/a Temple-Inland	Survey Land Entry Permit	11/3/2006				Hardin	TX

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Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
LA	Orion	P00700311.000	State Of La R/W 3459	Pipeline Right-of-Way Grant No. 3459	6/17/1997	910	343		Plaquemines	LA
LA	Orion	P00700315.000	State Of La R/W 4121	Pipeline Right-of-Way Grant No. 4121	7/30/2001	1006	94		Plaquemines	LA
LA	Orion	P00700316.000	State Of La R/W 4122	Pipeline Right-of-Way Grant No. 4122	7/30/2001	1006	98		Plaquemines	LA
LA	Orion	P00700368.000	State Of La R/W 4189	Pipeline Right-of-Way Grant No. 4189	12/19/2001	1015		2000207	Plaquemines	LA
LA	BS 52 - SL	P00800149.000	OCS-G 03646	U S Department of Interior Right-of-Way OCS-G 3646	3/1/1978				Plaquemines	LA
LA	BS 52 - SL	P00800153.000	OCS-G 11724	OCS Right-of-Way OCS-G 011724	8/22/1990				Plaquemines	LA
LA	BS 52 - SL	P00800154.000	State of La R/W 2735	Pipeline Right-of-Way Grant No. 2735	2/15/1990 2/15/2010	740 1220	371 113	2010-0000637	Plaquemines	LA
LA	BS 52 - SL	P00800694.000	OCS-G 03627	Pipeline Right-of-Way OCS-G 3627	11/18/1977				Plaquemines	LA
LA	BS 52 - SL	P00800920.000	OCS-G 25269	Pipeline Right-of-Way OCS-G 25269	7/25/2003				Plaquemines	LA
LA	BS 52 - SL	P00801322.000	OCS-G 28306	Pipeline Right-of-Way OCS-G 28306	5/7/2008				Plaquemines	LA
LA	BS 52 - SL	P00801341.000	OCS-G 23071	Pipeline Right-of-Way OCS-G 23071	11/28/2001				Plaquemines	LA
LA	BS 52 - SL	P00801689.000	State of La R/W 5384	Pipeline Right-of-Way Grant No. 5384	12/1/2001	1268	229	2012-00001719	Plaquemines	LA
LA	BS 52 - SL	P00801728.000	RUE OCS-G 30164	Right of Use and Easement No. 30164	7/30/2015				Plaquemines	LA
LA	BS 52 - SL	CP00800715	State of Louisiana	Cooperative Agreement	4/13/2006				Plaquemines	LA
LA	Auriga	P07700356.000	State Of La R/W 4205	Pipeline Right-of-Way Grant No. 4205	2/11/2002	1018	664		Plaquemines	LA
LA	BS Trend	CP09101674	Williams Oil Gathering	20" Oil Pipeline Crossing Agreement	9/28/2011				Plaquemines	LA
LA	Draco	P10101026.000	State of La R/W 4465	Pipeline Right-of-Way Grant No. 4465	2/1/2004	1072	796	04003669	Plaquemines	LA
LA	Perseus	P10400904.000	State of La R/W 4362	Surface Lease with Subsurface Agreement No. 4362	5/10/2003	1047 1049	470 597	03004277 03005014	Plaquemines	LA
LA	Perseus	P10400919.000	State of La R/W 4386	Pipeline Right-of-Way Grant No. 4386	7/1/2003	1052	863	03005962	Plaquemines	LA
LA	Perseus	P10401202.000	State of La R/W 4599	Surface Lease with Subsurface Agreement No. 4599	4/27/2005	1092	548	2005-00002592	Plaquemines	LA
LA	Perseus	P10401300.000	State of La R/W 4773	Surface Lease with Subsurface Agreement No. 4773	12/15/2006	1133	758	2007-00000100	Plaquemines	LA
LA	Perseus	P10401305.000	State of La R/W 4834	Pipeline Right-of-Way Grant No. 4834	4/12/2007	1141	644	2007-00002415	Plaquemines	LA
LA	Taurus	P10500911.000	State of LA R/W 4376	Pipeline Right-of-Way Grant No. 4376	7/1/2003	1052	214	03005713	Plaquemines	LA
LA	Aquarius	P10700925.000	State of LA R/W 4420	Pipeline Right-of-Way Grant No. 4420	10/20/2003	1058	422	03007976	Plaquemines	LA
LA	Virgo (South)	P10901199.000	State of LA R/W 4598	Pipeline Right-of-Way Grant No. 4598	4/26/2005	1091	888	2005-00002343	Plaquemines	LA
LA	Cetus	P11001027.000	State of La R/W 4490	Pipeline Right-of-Way Grant No. 4490	4/29/2004	1072	800	04003670	Plaquemines	LA
LA	Cetus	P11001228.000	State of La R/W 4681 (Surf/Subsurfa	Surface Lease with Subsurface Agreement No. 4681	3/6/2006	1111	680	2006-00001705	Plaquemines	LA
LA	Pegasus	P11801725.000	State of LA R/W No. 5624	Pipeline Right-of-Way Grant No. 5624	5/7/2015	1341	445	2015-00002017	Plaquemines	LA
LA	Pegasus	CP11801763	Williams Oil Gathering	Pipeline Crossing Agreement	5/12/2015				Plaquemines	LA
LA	Bayou Postillion	P14000118.000	State of La R/W 4605	Pipeline Right-of-Way Grant No. 4605	5/20/2005	1309	736	2005-00008098	Iberia	LA
LA	Bayou Postillion	P14000183.000	Cotten Land Corp	Pipeline Servitude Agreement	5/16/2005	1306	282	2005-00006136	Iberia	LA
LA	Bayou Postillion	P14000436.000	State of La R/W 4787	Pipeline Right-of-Way Grant No. 4787	2/21/2007	1360	764	2007-00003935	Iberia	LA
LA	Bayou Postillion	CP14000842	Kyle Peterman	Pipeline Agreement	2/27/2007	1357	586	2007-00002921	Iberia	LA
LA	MP 14/15	P14201022.000	State of La R/W 3804	Pipeline Right-of-Way Grant No. 3804	12/9/1999	961	230		Plaquemines	LA
LA	MP 14/15	P14201023.000	State of La R/W 3749	Pipeline Right-of-Way Grant No. 3749	8/3/1999	954	850		Plaquemines	LA
LA	MP 14/15	P14201024.000	State of La R/W 3748	Pipeline Right-of-Way Grant No. 3748	8/3/1999	954	846		Plaquemines	LA
LA	MP 14/15	P14201025.000	State of La R/W 3790	Pipeline Right-of-Way Grant No. 3790	10/27/1999	959	26		Plaquemines	LA

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LA	Corvus	P17301296.000	State of La R/W 4749	Pipeline Right-of-Way Grant No. 4749	9/21/2006	1127	217	2006-00006035	Plaquemines	LA
LA	Corvus	P17301688.000	State of La R/W 5382	Pipeline Right-of-Way Grant No. 5382	1/27/2012	1267	721	2012-00001604	Plaquemines	LA
LA	Taurus II	P17401299.000	State of La R/W 4757	Pipeline Right-of-Way Grant No. 4757	10/20/2006	1133	664	2007-00000051	Plaquemines	LA
LA	Jupiter	P20101366.000	State R/W No 5125	Pipeline Right-of-Way Grant No. 5125	4/29/2009	1203	591	2009-00001852	Plaquemines	LA
LA	Jupiter	P20101377.000	State R/W No. 5159	Pipeline Right-of-Way Grant No. 5159	9/16/2009	1211	742	2009-00004259	Plaquemines	LA
LA	Virgo (North)	P20201388.000	State of La Surf Lse w/ Subsurf Agmt 5253	Surface Lse w/ Subsurface Agmt 5253	9/28/2010	1233	106	2010-00004150	Plaquemines	LA
LA	Virgo (North)	P20201450.000	State of La R/W 5346	Pipeline Right-of-Way Grant No. 5346	9/27/2011	1256	398	2011-00004248	Plaquemines	LA
LA	BS 51 - Harvest	P20401339.000	State of La R/W 4179	Pipeline Right-of-Way Grant No. 4179	12/17/2001	1198 1269	162 435	2009-0000222 2012-00002042	Plaquemines	LA
LA	BS 51 - Harvest	P20401389.000	State of La R/W 2819	Pipeline Right-of-Way Grant No. 2819	1/23/2003	1269 1288	431 721	2012-00002038 2013-00000556	Plaquemines	LA
LA	BS 51 - Harvest	P20401390.000	State of La R/W 4181	Pipeline Right-of-Way Grant No. 4181	12/17/2001	1014	38		Plaquemines	LA
LA	BS 51 - Harvest	P20401391.000	State of La R/W 4669	Pipeline Right-of-Way Grant No. 4669	2/15/2006	1109	595	2006-00001067	Plaquemines	LA
LA	Lima	P21301326.000	State of La R/W 5016	Pipeline Right-of-Way Grant No. 5016	5/16/2008	714	186	343015	St. Charles	LA
LA	Rio	CP21700938	Apache Corporation	Canal and Waterway Permit					Plaquemines	LA
LA	Santos	P22601317.000	Ridgeland Properties LLC	Canal Permit	1/1/2008	1171 1178	892 256	2008-00000528 2008-00001869	Plaquemines	LA
LA	Santos	P22601318.000	The Louisiana Land and Exploration Company	Surface Lease with Subsurface Agreement	4/10/2008	1181	83	2008-00002483	Plaquemines	LA
LA	Santos	P22601316.000	CLL Limited Partnership Ltd	Canal Permit	11/14/2007				Plaquemines	LA
LA	Spinel	P23201667.000	RUE OCS-G 30174	Right of Use and Easement	2/2/2011				Plaquemines	LA
LA	Virgo (Deep)	P31601703.000	State R/W 5579	Pipeline Right-of-Way Grant No. 5579	8/5/2014	1324	488	2014-00003421	Plaquemines	LA
LA	Europa	P33401705.000	State of La R/W 5588	Surface Lease with Subsurface Agreement No. 5588	8/27/2014				Plaquemines	LA
LA	Zeus	P34501696.000	State of LA R/W No. 4857	Pipeline Right-of-Way Grant No. 4857	6/10/2003	1151	447	2007-00004755	Plaquemines	LA
LA	Zeus	P34501697.000	State of LA R/W No. 3345	Pipeline Right-of-Way Grant No. 3345	7/25/1996	887	717	n/a	Plaquemines	LA
LA	Zeus	P34501698.000	State of LA R/W No. 3454	Pipeline Right-of-Way Grant No. 3454	6/9/1997				Plaquemines	LA
LA	Palmetto	P36301719.000	Onager, LLC et al	Pipeline Servitude and Right-of-Way	3/16/2015	1338	529	2015-00001155	Plaquemines	LA
LA	Palmetto	P36301720.000	Carolyn C LeBlanc et al	Pipeline Servitude and Right-of-Way	3/13/2015	1339	366	2015-00001414	Plaquemines	LA
LA	Palmetto	P36301721.000	State of LA R/W No. 5616	Pipeline Right-of-Way Grant No. 5616	3/17/2015	1339	230	2015-00001366	Plaquemines	LA
LA	Palmetto	P36301722.000	State of LA R/W No. 5617	Pipeline Right-of-Way Grant No. 5617	3/17/2015	1339	236	2015-00001367	Plaquemines	LA
LA	Palmetto	P36301723.000	State of LA R/W No. 5618	Pipeline Right-of-Way Grant No. 5618	3/17/2015	1339	242	2015-00001368	Plaquemines	LA
LA	Palmetto	P36301724.000	State of LA Surf Lse No. 3237	Surface Lease No. 3237	3/13/2015	1339	222	2015-00001365	Plaquemines	LA
LA	Palmetto	P36301726.000	State of LA R/W Orleans Levee Dist	Pipeline Right-of-Way Grant	12/18/2014	1341	583	2015-00002054	Plaquemines	LA
LA	Palmetto	P36301727.000	State of LA R/W Orleans Levee Dist	Pipeline Right-of-Way Grant	3/13/2015	1341	589	2015-00002055	Plaquemines	LA
LA	Palmetto	CP36301747	Exxon Mobil Pipeline Company	Right-of-Way Consent Agreement	3/16/2015				Plaquemines	LA
OTH	Belridge 64	P28400541.000	James S Anderson	Right-of-Way, Easement	2/19/2013			0213111568	Kern	CA
OTH	Belridge 64	CP28401721	Aera Energy, LLC	License to Construct, Maintain & Operate Pipelines	2/1/2011				Kern	CA
OTH	Belridge 64	CP28401722	Belridge Water Storage District	License Agreement (Pipeline)	11/7/2012				Kern	CA
OTH	Belridge 64	CP28401723	Belridge Water Storage District	Right of Way and Easement Agreement (for Pipeline)	4/5/2013			0213091550	Kern	CA

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Area	Prospect Name	Company Contract/ Lease No.	Grantor	Type of Agreement	Date	Recording Data				
						Book	Page	Entry No.	County	State
OTH	Belridge 64	CP28401724	Chevron U.S.A. Inc.	Pipeline License Agreement	4/1/2013				Kern	CA
OTH	Belridge 64	CP28401726	State of California	Encroachment Permit 06-12-6-UJ-0976	11/29/2012				Kern	CA
OTH	Belridge 64	CP28401727	Dawn Lyn	Pipeline ROW and Easement Agreement	12/21/2012			0213111566	Kern	CA
OTH	Belridge 64	CP28401750	Pedro N Gonzalez	Pipeline ROW and Easement Agreement	12/15/2012			0213111565	Kern	CA
OTH	Belridge 64	CP28401751	Luz Maria Margaia-Ortiz	Pipeline ROW and Easement Agreement	1/11/2013			0213111567	Kern	CA
OTH	Belridge 64	CP28401752	Paramount Land Company, LLC	Easement Agreement	4/3/2013				Kern	CA
OTH	Belridge 64	CP28401753	Paramount Farms International LLC	Easement Agreement	4/3/2013				Kern	CA

Exhibit E

Assigned Contracts

Exhibit E						
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Area	Prospect	File Number	Agreement Type	Agreement Date	Party 1	Party 2
TX	Admin	CP00000676	Participation and Exploration Agreement, as amended	6/1/2005	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. RAAM Global Energy Company RAAM Exploration Company
TX	Admin	CP00000775	Confidentiality Agreement	9/4/2014	Century Exploration Houston, LLC	BTA Oil Producers, LLC
TX	Admin	CP00000775	Confidentiality Agreement	9/9/2014	Century Exploration Houston, LLC	Nexus Energy Ventures, LLC
TX	Admin	CP00000775	Confidentiality Agreement	10/27/2014	Century Exploration Houston, LLC	Rockdale Energy, LLC
TX	Admin	CP00000775	Confidentiality Agreement	7/3/2014	Century Exploration Houston, LLC	Sklar Exploration Company, LLC
TX	Admin	CP00000775	Confidentiality Agreement	9/4/2014	Century Exploration Houston, LLC	LLOTO, LLC
TX	Admin	CP00000775	Confidentiality Agreement	9/12/2014	Century Exploration Houston, LLC	Seidler Oil and Gas Operating, LLC
TX	Admin	CP00000775	Confidentiality Agreement	8/13/2014	Century Exploration Houston, LLC	White Marlin Oil and Gas Company, LLC
TX	Admin	CP00001292	Participation and Exploration Agreement, as amended	1/1/2011	Century Exploration Houston, Inc.	RAAM Global Energy Company Lakeside Energy Partners, Ltd.
TX	Admin	CP00001505	Master Gas Purchase Agreement	4/1/2013	Houston Pipe Line Company, L.P.	Century Exploration Houston, LLC
TX	Admin	CP00001760	Asset Sale Agreement	4/28/2015	Century Exploration Houston, LLC Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.	Centana Intrastate Pipeline, LLC
TX	Admin	CP00001760	Gas Purchase Contract	4/1/2015	Century Exploration Houston, LLC	Centana Intrastate Pipeline, LLC
TX	Admin	CP00001760	Assignment, Assumption and Bill of Sale	4/28/2015	Century Exploration Houston, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.	Centana Intrastate Pipeline, LLC
TX	Admin	CP00001760	Grant of Easement and Right-of-Way for Pipeline	4/29/2015	Century Exploration Houston, LLC	Centana Intrastate Pipeline, LLC

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TX	Akula	CP22300989	Joint Operating Agreement	6/5/2008	Century Exploration Houston, LLC	Champion Exploration, LLC TechXplore Participation I, Ltd.
TX	Akula	CP22301793	Salt Water Handling & Disposal Agreement	1/24/2014	Century Exploration Houston, LLC	Champion Exploration, LLC TechXplore Participation I, Ltd.
TX	Akula	CP14800773	Agreement to Lease or Participate	9/13/2007	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX	Akula	CP14800773	Side Letter Agreement	7/1/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX	Akula	P22300445.001	Side Letter Agreement	11/18/2008	Century Exploration Houston, Inc.	The Allar Company
TX	Barracuda	CP20701153	Joint Operating Agreement	9/18/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX	Barracuda	CP20701169	Joint Operating Agreement	8/1/2010	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX	Big Thicket	CP35101719	Pipeline System Operating Agreement	8/12/2014	Century Exploration Houston, LLC	Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd. Lakeside Energy Partners Participation Ltd. Allar Development, LLC Hilcorp Energy I, L.P.
TX	Big Thicket	CP35101720	Construction and Reimbursement Agreement	11/1/2014	Century Exploration Houston, LLC	Choice Exploration Inc.
TX	Big Thicket	CP35101720	Gas Gathering Agreement	11/21/2014	Century Exploration Houston, LLC	Choice Exploration Inc.
TX	Black Tip	CP19400990	Joint Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
TX	Bugs Bunny	CP36801631	Joint Operating Agreement	3/1/2014	Century Exploration Houston, LLC	Lakeside Energy Partners Participation, Ltd.
TX	Charlie Tuna	CP28101170	Joint Operating Agreement	9/10/2010	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Hilcorp Energy I, L.P.
TX	Dory	CP26001115	Joint Operating Agreement	1/4/2010	Century Exploration Houston, Inc.	Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd.
TX	Dory	CP26001152	Joint Operating Agreement	1/4/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P.
TX	Doty Deep	CP32701544	Operating Agreement, as Amended	8/1/2012	Hilcorp Energy Company	Century Exploration Houston, LLC Lakeside Energy Partners Participation Ltd. Hilcorp Energy I, L.P.

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TX	Edgewater	CP31001270	Geophysical Survey and Exploration Agreement, as Amended	8/8/2011	Cimarex Energy Co.	Century Exploration Houston, Inc.
TX	Edgewater	CP31001335	Letter Agreement	1/24/2012	Orgain Bell & Tucker, LLP	Century Exploration Houston, LLC
TX	Edgewater	CP31001355	Basic Agreement	2/15/2012	Century Exploration Houston, LLC	Boone Exploration, Inc.
TX	Edgewater	CP31001355	Supplemental Agreement No.1	2/13/2012	Century Exploration Houston, LLC	Boone Exploration, Inc.
TX	Edgewater	CP31001375	Texas Antiquities Permit #6215	3/28/2013	Texas Parks and Wildlife Department	Century Exploration Houston, LLC Dixie Environmental Services Co., LP
TX	Edgewater	CP31001408	Permit to conduct a 3-D Seismic Survey and Data License Agreement	5/1/2012	Choice Exploration Inc.	Century Exploration Houston, LLC
TX	Edgewater	CP31001401	Farm-out Agreement	6/1/2012	Bold Minerals II, LLC	Century Exploration Houston, LLC
TX	Edgewater	CP31001401	Term Partial Assignment of Oil, Gas and Mineral Leases	6/1/2012	Bold Minerals II, LLC	Century Exploration Houston, LLC
TX	Edgewater	CP31001682	License Agreement for Use of Proprietary Data (Portion of Rivers Edge 3-D Seismic Survey)	3/28/2013	Century Exploration Houston, LLC	Cimarex Energy Co.
TX	Edgewater	CP31001682	License Agreement for Use of Proprietary Data (Portion of JASPO 3-D Seismic Survey)	3/28/2013	Century Exploration Houston, LLC	Cimarex Energy Co.
TX	Flipper	CP25601108	Joint Operating Agreement, as Amended	1/5/2010	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P. Champion Exploration, LLC BGI Gulf Coast, LLC TechXplore Participation I, Ltd.
TX	Flipper 4	CP25601501	Joint Operating Agreement	6/4/2012	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC
TX	Foghorn	CP35901549	Joint Operating Agreement	8/20/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX	Hammerhead	CP19600988	Joint Operating Agreement, as Amended	4/26/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd. Champion Exploration, LLC
TX	Jacques	CP30101383	Joint Operating Agreement	9/22/2011	Century Exploration Houston, LLC	TechXplore Participation I, Ltd.
TX	Jacques	CP30101477	Farmout Agreement	2/25/2013	Exxon Mobil Production Company	Century Exploration Houston, LLC
TX	Jacques	CP30101516	Joint Operating Agreement	1/1/2013	Century Exploration Houston, LLC	SKH Energy Fund, L.P.

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TX	JASPO	CP14801136	Seismic Data License Agreement	5/7/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX	JASPO	CP14801135	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Edward H. Green
TX	JASPO	CP14801136	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX	Leghorn	CP36001552	Joint Operating Agreement	8/22/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX	Magoo	CP35801551	Joint Operating Agreement	8/16/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX	Neches West	CP35301612	Joint Operating Agreement	2/1/2014	Cimarex Energy Co.	Century Exploration Houston, LLC Lakeside Energy Partners Participation Ltd.
TX	Oscar	CP27201105	Joint Operating Agreement	12/10/2009	Century Exploration Houston, Inc.	Hilcorp Energy I, L.P. Champion Exploration, LLC TechXplore Participation I, Ltd.
TX	Oscar	CP27201122	Interconnect Agreement	2/23/2010	Houston Pipe Line Company, L.P.	Century Exploration Houston, Inc.
TX	Oscar	CP27201122	Interconnect Agreement, Amendment, Restatement and Replacement	3/18/2010	Houston Pipe Line Company, L.P.	Century Exploration Houston, Inc.
TX	Perry	CP29501271	Perry Prospect Participation Agreement	8/8/2011	Century Exploration Houston, Inc.	Champion Exploration, LLC
TX	Perry	CP29501502	Joint Operating Agreement	7/20/2011	Century Exploration Houston, LLC	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC
TX	Phineas	CP34001467	Joint Operating Agreement	6/12/2012	Century Exploration Houston, LLC	TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC Lakeside Energy Partners Participation Ltd.
TX	Phineas 2	CP34801485	Joint Operating Agreement and Amendment	4/1/2013	Century Exploration Houston, LLC	Cimarex Energy Co. TechXplore Participation I, Ltd. Allar Development, LLC Champion Exploration, LLC BGI Gulf Coast, LLC Lakeside Energy Partners Participation Ltd.

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TX	Phineas 2	CP34801594	Farmout Agreement	12/30/2013	Cimarex Energy Co.	Century Exploration Houston, LLC
TX	River's Edge	CP00001641	Confidentiality Agreement	5/14/2014	Century Exploration Houston, LLC	Samson Exploration, LLC
TX	River's Edge	CP00001641	Confidentiality Agreement	5/27/2014	Century Exploration Houston, LLC	Castex Energy, Inc.
TX	River's Edge	CP00001641	Confidentiality Agreement	5/20/2014	Century Exploration Houston, LLC	R Lacy Services, Ltd.
TX	River's Edge	CP00001641	Confidentiality Agreement	7/11/2014	Century Exploration Houston, LLC	D3 Energy LLC
TX	Roadrunner	CP35001611	Prospect Dissolve Letter Agreement	3/20/2014	RAAM Global Energy Company	Lakeside Energy Partners, Ltd.
TX	Sebastian	CP31101332	Joint Operating Agreement	10/1/2011	Century Exploration Houston, LLC	Lakeside Energy Partners, Ltd.
TX	Thresher	CP20601112	Facilities Agreement	9/11/2007	Houston Pipe Line Company, L.P.	Louisiana Gas Development Corporation
TX	Tiger	CP14800794	Approval of the Plan of Operations for Cable-only 3D Seismic Survey	11/1/2005	United States Dept. of the Interior	Century Exploration Houston, Inc.
TX	Tiger	CP14800820	Seismic Data License Agreement	1/19/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P.
TX	Tiger	CP14801134	Seismic Data License Agreement	2/6/2007	Century Exploration Houston, Inc.	BP America Production Company
TX	Tiger	CP19800857	Farmin Agreement	4/6/2007	ExxonMobil Corporation	Century Exploration Houston, Inc.
TX	Tiger	CP19800856	Purchase and Sale Agreement	4/27/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P.
TX	Tiger	CP19800897	Joint Operating Agreement	5/10/2007	Century Exploration Houston, Inc.	SKH Energy Fund, L.P. Antares Exploration Fund, L.P.
TX	Tiger	CP14801044	Seismic Data License Agreement	6/13/2007	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX	Tiger	CP19801155	Joint Operating Agreement	12/25/2007	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
TX	Tiger	CP19800923	Interconnect Agreement	1/11/2008	Louisiana Gas Development Corporation	Century Exploration Houston, Inc.
TX	Tiger	CP14801135	Side Letter Agreement	5/7/2010	Century Exploration Houston, Inc.	Edward H. Green
TX	Tiger	CP14801136	Seismic Data License Agreement	5/7/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX	Tiger	CP14801135	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Edward H. Green
TX	Tiger	CP14801136	Seismic Data License Agreement	6/13/2010	Century Exploration Houston, Inc.	Mil-Vid Properties, Inc.
TX	Tweety Bird	CP35501553	Joint Operating Agreement	6/1/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX	Tweety Bird East	CP36701633	Joint Operating Agreement	3/1/2014	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX	Yosemite	CP36101550	Joint Operating Agreement	8/18/2013	Century Exploration Houston, LLC	Lakeside Energy Partners Participation Ltd.
TX			Master Purchase Agreement	8/1/2011	Century Exploration Houston, LLC	Houston Pipe Line Company, L.P.
TX	Sebastian	CP31101794	Marketing Agreement	2/15/2012	Laser Midstream Co., LLC	Century Exploration Houston, LLC
TX	Admin	CP00001795	Crude Contract	Contract No. 4683	Eastex Crude Company	Century Exploration Houston, LLC
TX	Admin	CP00001796	Natural Gas Liquids Contract	12/7/2011	Dufour Petroleum, L.P.	Century Exploration Houston, LLC

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NM	Cuervo	CP23501218	Purchase & Sale Agreement	4/1/2011	SWEPI LP	Century Exploration Resources, Inc.
NM	Cuervo	CP23501220	Base Contract for Sale and Purchase of Natural Gas	9/7/2010	Century Exploration Resources, Inc.	Promethus Energy Group, Inc.
NM	Cuervo	CP23501254	Joint Operating Agreement	4/1/2011	SWEPI LP	Century Exploration Resources, Inc.
CA	Bloemer	CP28401448	Gas Treating and Purchase Agreement	11/1/2012	Century Exploration Resources, LLC	Seneca Resources Corporation
OK	Kay-OK	CP29701484	Purchase & Sale and Participation Agreement	1/6/2011	Performance Energy Resources, LLC	Maxim Energy Corporation Century Exploration Resources, LLC
OK	Osage	CP31401253	Farmout and Lease Assignment Agreement	6/13/2011	Century Exploration Resources, Inc.	Performance Energy Resources, LLC Performance Operating Company, LLC
NE	Elbert	CP35401520	Purchase and Sale Agreement (1st)	8/15/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE	Elbert	CP35401558	Amendment of Purchase and Sale Agreement	10/1/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE	Elbert	CP35401559	Agreement	10/7/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE	Elbert	CP35401558	Letter Agreement	10/7/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE	Elbert	CP35401561	Purchase and Sale Agreement (2nd)	10/9/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
NE	Elbert	CP35401562	Purchase and Sale Agreement (3rd)	10/9/2013	Nebraska Alliance Resources, LLC	Century Exploration Resources, LLC
LA	Bayou Postillion South	CP19200752	Joint Operating Agreement	7/11/2006	Century Exploration Houston, Inc.	Penn Virginia Oil & Gas, L.P. Brigham Oil & Gas, L.P.
LA	Bayou Postillion South	CP19200995	Joint Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA	Bayou Postillion	CP14000604	Farmout Agreement	11/1/2004	Sandalwood Oil & Gas, L.P.	Century Exploration Houston, Inc.
LA	Bayou Postillion	CP14000605	Farmout Agreement	11/1/2004	Century Exploration Houston, Inc.	Sandalwood Oil & Gas, L.P.
LA	Bayou Postillion	CP14000724	Construction, Installation, Operation, and Maintenance Agreement	7/15/2005	Southern Natural Gas Company	Century Exploration New Orleans, Inc.

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LA	Bayou Postillion	CP14000746	Joint Operating Agreement	8/9/2005	Century Exploration New Orleans, Inc.	C. Robert Daubert Grimes Energy Company Harold L. Rosbottom, Jr. Island Drilling, L.L.C. James L. Allen KIWI Energy, Ltd. Lobo Oil & Gas, L.L.C. Manti Sandalwood, Ltd. Penn Virginia Oil & Gas, L.P. Roemer Interests, Ltd. Sandalwood Exploration, L.P. Square Mile Energy, L.L.C. Texas Standard Oil Company Weiser-Brown Oil Company Century Exploration Houston, Inc.
LA	Bayou Postillion	CP14000842	Pipeline Agreement	2/13/2007	Kyle/Peterman Management Corporation, Agent & AIF	Century Exploration Houston, Inc.
LA	Bayou Postillion	CP14000951	Participation Agreement	8/12/2004	Sandalwood Oil & Gas LP, LLC	Texas Standard Oil Company
LA	Bayou Postillion	CP14000951	Operating Agreement	8/12/2004	Sandalwood Oil & Gas LP, LLC	Texas Standard Oil Company
LA	Bayou Postillion	CP14000987	Operating Agreement	3/22/2008	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA	Bayou Postillion	CP14000994	Operating Agreement	8/1/2008	Brigham Oil & Gas, L.P./Penn Virginia Oil & Gas, L.P.	Resource Solutions, L.L.C. Century Exploration Houston, Inc.

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LA	Bayou Postillion	CP14001175	Operating Agreement	8/12/2004	Sandalwood Exploration, L.P.	Square Mile Energy, L.L.C. Rosbottom Production Company D. Michael Grimes Weiser-Brown Oil Company Roemer Interests, Ltd. James L. Allen Manti Resources, Inc. Island Drilling, L.L.C. Texas Standard Oil Company Daubert-Howell Energy, Ltd. Lobo Oil & Gas, L.L.C. Kiwi Energy, Ltd.
LA	Little Bayou Mallett	CP19300747	Operating Agreement	3/1/2006	Brigham Oil & Gas, L.P./Penn Virginia Oil & Gas, L.P.	Weiser-Brown Oil Company Island Drilling, L.L.C. Square Mile Energy, L.L.C. Kiwi Energy, Ltd. Sandalwood Exploration, L.P. Roemer Interests, Ltd. Lobo Oil & Gas, L.L.C. Century Exploration Houston, Inc. Daubert Oil & Gas Company Tortuga Interest, Inc. Heritage Oil & Gas, L.L.C. Harold L. Rosbottom, Jr. James L. Allen C. Robert Daubert Delvin R. Phelps Resource Solutions, L.L.C.
LA	Little Bayou Mallett	CP19300824	Operating Agreement	1/2/2007	Brigham Oil & Gas, L.P.	Penn Virginia Oil & Gas, L.P. Resource Solutions, L.L.C. Century Exploration Houston, Inc.

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LA	Little Bayou Mallett	CP19300996	Operating Agreement	12/1/2006	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA	Little Bayou Mallett	CP19300997	Operating Agreement	1/19/2007	Century Exploration Houston, Inc.	TechXplore Participation I, Ltd.
LA	Various	CP00001420	Exploration Agreement	1/1/2011	Century Exploration New Orleans, LLC	Champion Exploration, LLC
TX	Woodlands Office	CP00001797	Contract for Purchase and Sale of Real Property	10/30/2003	The Woodlands Land Development Company, L.P.	Century Exploration Company
LA	BS 53	CP00700636	Voluntary Unit Agreement - Century Exploration New Orleans, Inc. - Breton Sound 53 Field - Voluntary Unit A	6/8/2005	The State Mineral Board	Century Exploration New Orleans, Inc. AGH Energy, LLC Bushhill, LP Haroldson L. Hunt, Jr. Trust Estate Hassie Hunt Exploration Company Hunt Petroleum (AEC), Inc. Lyda Hunt-Margaret Trusts - Lyda Hill Margaret Hunt Trust Estate ATP Oil & Gas Corporation
LA	BS 53 "A" Platform	CP00700390	Production Handling Agreement	12/1/2001	LLOG Exploration and Production Company	Century Exploration Company
LA	Orion	CP00700349	Assignment, Bill of Sale and Conveyance (Badger Acquisition)	6/1/2001	LLOG Exploration and Production Company	Century Exploration Company
LA	Orion	CP00700270	Exploration Agreement	1/15/2001	LLOG Exploration and Production Company	Century Exploration Company
LA	BS 52	CP00800097	Farmout Agreement	7/6/1989	Chevron U.S.A. Inc. Japex Gulf of Mexico Corp.	Century Offshore Management Corporation
LA	BS 52	CP00800102	Voluntary Unit Agreement	4/7/1993	Century Offshore Management Corporation	Settle Oil and Gas Company Mobil Oil Exploration & Producing Southeast Inc. State Mineral Board Howard A. Settle Jonathan B. Rudney Paul S. Horvath
LA	BS 44, 45 & 52	CP00800103	Exchange Agreement	9/17/1991	Century Offshore Management Corporation	Mobil Exploration & Producing Southeast, Inc.

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LA	Breton Sound 53 "A" Platform	CP00800145	Production Handling Agreement	1/1/1997	Amerada Hess Corporation Freeport-McMoran Inc. Energy Development Corporation Halliburton Company	Century Offshore Management Corporation
LA	Breton Sound Blocks 45 & 52	CP00800177	Letter Agreement (Cross-Assignment Agreement)	9/7/1999	Century Offshore Management Corporation	Diasu Oil & Gas Co., Inc.
LA	OCS Segment 4957	CP00800409	Letter Agreement re: Pipeline Repair	1/17/2013	Chevron U.S.A. Inc.	Century Exploration New Orleans, Inc.
LA	Main Pass Blk 42	CP00800409	Platform Rental and Maintenance Agreement	7/1/1978	Chevron U.S.A. Inc.	Arco Pipe Line Company
LA	Main Pass Blk 42	CP00800409	Letter Agreement (Notice of Sale)	8/2/1994	Chevron U.S.A. Inc.	Arco Pipe Line Company
LA	Breton Sound Block 53	CP00800541	Purchase and Sale Agreement	12/1/2003	Walter Oil & Gas Corporation Walter Petroleum Corporation Howell Group, Ltd. ENI Oil US LLC	Century Exploration Company
LA	Breton Sound Block 52	CP00800715	Cooperative Agreement (Orphaned Platform)	4/13/2006	Office of Conservation, State of Louisiana	Century Exploration New Orleans, Inc.
LA	Breton Sound Block 53/Delta	CP00801369	Offshore Connection Agreement	5/1/2012	Century Exploration New Orleans, LLC	Shell Pipeline Company LP
LA	Aquila	CP07801026	Purchase and Sale Agreement	1/1/2009	Century Exploration New Orleans, Inc. PXP Louisiana, LLC	Poydras Energy, LLC
LA	Breton Sound / Main Pass Areas	CP09100434	Exploration Agreement	9/1/2002	Century Exploration Company	3TEC Energy Corporation
LA	Breton Sound	CP09101464	Purchase and Sale Agreement	1/28/2013	McMoRan Oil & Gas LLC	Century Exploration New Orleans, LLC
LA	Breton Sound Blocks 31 & 34	CP09101530	Area of Interest Agreement	4/30/1997	Pel-Tex Oil Company Interpel Corp.	Richard L. Wettaw
LA	Breton Sound Blocks 31 & 34	CP09101531	Area of Interest Agreement	4/30/1997	Pel-Tex Oil Company Interpel Corp.	Philip Beron, Jr.
LA	Breton Sound Area	CP09101534	Joint Exploration Agreement	5/4/2000	3TEC Energy Corporation	Continental Resources, Inc.

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LA	Olympus	CP09101534	Operating Agreement	4/1/2000	3TEC Energy Corporation	Continental Resources, Inc.
LA	Beta	CP09101534	Operating Agreement	6/6/2002	3TEC Energy Corporation	Palace Exploration Company
LA	Beta	CP09101535	Joint Exploration Agreement	5/4/2000	3TEC Energy Corporation	Palace Exploration Company
LA	Olympus	CP09101536	Joint Exploration Agreement	4/25/2000	3TEC Energy Corporation	Andex Resources, L.L.C.
LA	Breton Sound / Main Pass Areas	CP09101619	Joint Venture Agreement	4/1/2014	Century Exploration New Orleans, LLC	Energy Resource Technology GOM, LLC
LA	BS Block 46	CP09101674	Pipeline Crossing Agreement	9/27/2011	Williams Oil Gathering, L.L.C.	Century Exploration New Orleans, Inc.
LA	Draco	CP10100886	Letter Agreement	12/20/2006	Century Exploration New Orleans, LLC	The Harvest Group, LLC
LA	Breton Sound Pipeline	CP00800188	Pipeline Purchase Agreement	7/31/1992	ARCO Pipe Line Company	Century Offshore Management Corporation
LA	Breton Sound Pipeline	CP00800188	Assignment and Bill of Sale	11/1/2000	Century Oil Company	Century Exploration Company
LA	Perseus	CP10400478	Operating Agreement	5/8/2003	Century Exploration Company	3TEC Energy Corporation
LA	Perseus	CP10400625	Production Handling Agreement	11/12/2003	Century Exploration New Orleans, Inc. PXP Louisiana, L.L.C.	Century Exploration New Orleans, Inc.
LA	Perseus	CP10400679	Voluntary Unit Agreement	12/14/2005	State Mineral Board	Century Exploration New Orleans, Inc. PXP Louisiana L.L.C.
LA	Perseus	CP10400679	Amendment to BS 45 VUB	6/13/2007	State Mineral Board	Century Exploration New Orleans, Inc.
LA	Taurus	CP10500472	Operating Agreement	3/27/2003	Century Exploration Company	LLOG Exploration & Production Company
LA	Taurus	CP10500551	Production Handling Agreement	5/15/2004	Century Exploration New Orleans, Inc.	LLOG Exploration & Production Company
LA	Taurus	CP10500530	Voluntary Unit Agreement (BS 53 UV B RA VUA; SL 17675 No. 1)	8/14/2003	State Mineral Board	Century Exploration Company LLOG Exploration & Production Company Cypress Energy Corporation ATP Oil & Gas Corporation Horvath Management Co., L.L.C.
LA	Aquarius	CP10700488	Operating Agreement	7/1/2003	Century Exploration Company	PXP Gulf Coast, Inc.
LA	Aquarius	CP10700510	Production Handling Agreement	10/17/2003	Amerada Hess Corporation	Century Exploration Company
LA	Aquarius	CP10700511	Gas Purchase Agreement	11/1/2003	Amerada Hess Corporation	Century Exploration Company
LA	Aquarius	CP10700512	Oil/Condensate Purchase Agreement	10/20/2003	Amerada Hess Corporation	Century Exploration Company

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LA	Aquarius	CP10700788	Voluntary Unit Agreement (BS 33 VUA)	2/14/2007	State Mineral Board	Century Exploration New Orleans, Inc. PXP Louisiana L.L.C. Andex Resources, L.L.C. Continental Resources, Inc.
LA	Virgo South	CP10900738	Voluntary Unit Agreement (BS 53 VU C)	7/12/2006	State Mineral Board	Century Exploration New Orleans, Inc.
LA	Cetus	CP11000504	Operating Agreement	10/8/2003	Century Exploration Company	RAAM Exploration, LLC
LA	Cetus	CP11000737	Voluntary Unit Agreement (BS 53 VU B)	7/12/2006	State Mineral Board	Century Exploration New Orleans, Inc.
LA	Pegasus	CP11801763	Pipeline Crossing Agreement	5/12/2015	Williams Oil Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA	Main Pass 14/15	CP14200549	Site Specific Trust Account No.04-03 & 04-04	4/8/2004	State of Louisiana, Office of Conservation	Century Exploration New Orleans, Inc.
LA	Main Pass 14/15	CP14200552	Agreement for Purchase and Sale	3/1/2004	Amerada Hess Corporation	Century Exploration New Orleans, Inc.
LA	Corvus	CP17301648	Voluntary Unit Agreement (BS 53 VUE)	6/1/2014	State Mineral and Energy Board	Century Exploration New Orleans, Inc.
LA	Taurus II	CP17400722	Operating Agreement	5/11/2005	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA	Taurus II	CP17400777	Production Handling Agreement	10/12/2006	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA	Jupiter	CP20101049	Voluntary Unit Agreement (BS 53 Tex W-Cris I VUB)	7/8/2009	State Mineral Board	Century Exploration New Orleans, Inc.
LA	Jupiter	CP20101049	Amendment to Voluntary Unit Agreement (BS 53 Tex W-Cris I VUB)	7/8/2009	State Mineral Board	Century Exploration New Orleans, Inc.
LA	Jupiter	CP20101066	Operating Agreement	4/12/2008	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter III, Inc.
LA	Jupiter	CP20101372	Voluntary Unit Agreement (BS 53 VUD)	3/14/2012	The State Mineral and Energy Board	Century Exploration New Orleans, LLC Champion Exploration, LLC
LA	Jupiter	CP20101372	Amendment to Voluntary Unit (BS 53 VUD)	1/12/2015	The State Mineral and Energy Board	Century Exploration New Orleans, LLC Champion Exploration, LLC
LA	Virgo North	CP20201159	Operating Agreement	10/1/2010	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter V, Inc.
LA	Virgo North	CP20201161	Farmout Agreement	11/1/2010	XTO Offshore, Inc.	Century Exploration New Orleans, Inc.
LA	Virgo North	CP20201165	Voluntary Unit Agreement	1/12/2011	The State Mineral and Energy Board	Century Exploration New Orleans, Inc. XTO Offshore, Inc.

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Area	Prospect	File Number	Agreement Type	Agreement Date	Party 1	Party 2
LA	BS 51	CP20400756	Letter Agreement	7/6/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA	BS 51	CP20400756	Letter Agreement	9/28/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA	BS 51	CP20400785	Assignment, Bill of Sale and Conveyance	9/29/2006	Century Exploration New Orleans, Inc.	Harvest Oil & Gas, LLC
LA	BS 51 Receiving Station	CP20400813	Construction, Installation, Operation and Maintenance of Measurement Facilities Agreement	12/5/2001	Southern Natural Gas Company	Amerada Hess Corporation
LA	BS 51	CP20401046	Jack-up Rig / Spud Barge Encroachment	6/5/2009	Shell Pipeline Company LP	Century Exploration New Orleans, Inc.
LA	BS 51	CP20401238	Letter Agreement	5/24/2011	Century Exploration New Orleans, Inc.	Saratoga Resources, Inc. Harvest Oil & Gas, LLC The Harvest Group, LLC LOBO Operating, Inc.
LA	BS 51	CP20401294	Preconstruction Agreement	9/12/2011	Southern Natural Gas Company	Century Exploration New Orleans, Inc.
LA	BS 51	CP20401294	Interconnect Agreement No. 20110190	9/15/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA	BS 51	CP20401294	Amendment to Interconnect Agreement No. 20110190	10/31/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA	BS 51	CP20401294	Amendment to Interconnect Agreement No. 20110190	12/8/2011	Southern Natural Gas Company, L.L.C.	Century Exploration New Orleans, Inc.
LA	BS 51 Receiving Station	CP20401295	Adoption, Ratification and Amendment of Construction, Installation, Operation, and Maintenance of Measurement Facilities Agreement	9/13/2011	Southern Natural Gas Company	Amerada Hess Corporation
LA	BS 51 Receiving Station	CP20401295	Modification Agreement	11/8/2012	Southern Natural Gas Company	Century Exploration New Orleans, Inc.
LA	BS 51	CP20401314	Anchor Encroachment Agreement	12/6/2011	Shell Pipeline Company LP	Century Exploration New Orleans, LLC
LA	BS 51	CP20401343	Offshore Connection Agreement	11/15/2011	Century Exploration New Orleans, LLC	Shell Pipeline Company LP
LA	BS 51	CP20401537	Service Agreement	11/1/2012	High Point Gas Gathering, L.L.C.	McMoRan Oil & Gas, LLC
LA	BS 51	CP20401538	Service Agreement	11/1/2012	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC
LA	BS 51	CP20401538	Service Agreement (Amended)	4/1/2015	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC
LA	BS 51	CP20401538	Letter Agreement	10/19/2012	High Point Gas Transmission, L.L.C.	Century Exploration New Orleans, LLC
LA	BS 51	CP20401539	Service Agreement	11/1/2012	High Point Gas Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA	BS 51	CP20401539	Letter Agreement	10/19/2012	High Point Gas Gathering, L.L.C.	Century Exploration New Orleans, LLC
LA	BS 51	CP20401613	Gas Purchase Agreement	4/1/2014	Saratoga Resources, Inc.	Century Exploration New Orleans, LLC
LA	Santos	CP22601109	Operating Agreement	2/26/2008	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter III, Inc.
LA	Santos	CP22601766	Rate Change Agreement	3/25/2015	American Midstream (LA Intrastate), LLC	Century Exploration New Orleans, Inc.
LA	Saturn	CP27001098	Farmout Agreement	10/27/2009	Century Exploration New Orleans, Inc.	PXP Louisiana L.L.C.
LA	Centaurus	CP28501160	Operating Agreement	11/1/2010	Century Exploration New Orleans, Inc.	Champion Exploration, LLC Charter V, Inc. Century Exploration New Orleans, LLC

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LA	Virgo Deep	CP31601629	Operating Agreement	4/1/2014	Energy Resource Technology GOM, LLC	CL&F Resources, LP SandRidge Energy Offshore, LLC				
LA	Virgo Deep	CP31601630	Prospect and Well Participation Agreement	4/1/2014	Century Exploration New Orleans, LLC	CL&F Resources, LP				
LA	Virgo Deep	CP31601683	Participation Agreement	4/29/2014	Century Exploration New Orleans, LLC	SandRidge Energy Offshore, LLC				
LA	Sagittarius	CP33201688	Operating Agreement	9/16/2014	Energy Resource Technology GOM, LLC	Century Exploration New Orleans, LLC				
LA	Europa	CP33401675	Prospect and Well Participation Agreement	7/24/2014	Century Exploration New Orleans, LLC	Renaissance Offshore, LLC				
LA	Europa	CP33401676	Operating Agreement	7/1/2014	Energy Resource Technology GOM, LLC	Century Exploration New Orleans, LLC Renaissance Offshore, LLC				
LA	Zeus	CP34501522	Gas Processing and Treating Service Agreement	2/21/2003	Superior Processing Services Corporation	3TEC Energy Corporation				
LA	Zeus	CP34501524	Tie-In & Transportation Rate Agreement	7/17/2008	Arrowhead Louisiana Gathering, LLC	XPLOR Energy Operating Company				
LA	Zeus	CP34501525	Production Handling and Operations	2/7/1996	Gulfland Resources, Inc.	Exxon Company U.S.A.				
LA	Zeus	CP34501525	Compromise and Settlement Agreement	8/6/1998	XPLOR Energy, Inc.	Exxon Company U.S.A.				
LA	Zeus	CP34501525	Amendment to Production Handling and Operations Agreement	8/6/1999	XPLOR Energy, Inc.	Exxon Company U.S.A.				
LA	Zeus	CP34501525	Amendment to Production Handling and Operations Agreement	8/30/2004	XPLOR Energy SPV-I, Inc.	PXP Gulf Coast, Inc.				
LA	Zeus	CP34501525	Amendment to Production Handling and Operations Agreement	8/25/2006	XPLOR Energy SPV-I, Inc.	PXP Louisiana L.L.C.				
LA	Zeus	CP34501525	Letter Agreement (Installation of Rental Compressors)	11/2/2007	XPLOR Energy SPV-I, Inc.	PXP Louisiana L.L.C.				
LA	Zeus	CP34501525	Tariff Agreement	10/1/2002	XPLOR Energy Operating Co.					
LA	Palmetto	CP36301749	Interconnect Agreement	3/1/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC				
LA	Palmetto	CP36301759	Receipt and Release, Oyster Lease No. 3221907	4/28/2015	D & J Coulon, Inc.	Century Exploration New Orleans, LLC				
LA	Palmetto	CP36301767	Service Agreement	11/1/2012	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC				
LA	Palmetto	CP36301767	Service Agreement (Amended)	4/1/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC				
LA	Palmetto	CP36301767	Letter Agreement	3/24/2015	High Point Gas Transmission LLC	Century Exploration New Orleans, LLC				
Area	Prospect Name	Company Contract/ Lease	Type of Agreement	Date	Grantor	Recording Data				
						Book	Page	Entry No.	County	State
TX	Akula	P22300462.000	Subsurface Use Agreement	9/5/2007	Jerry Kirbow et ux	810	737	191586	Jasper	TX
TX	Akula	P22300517.000	Subsurface Use Agreement	10/8/2007	Jerry Kirbow et ux	810	739	191587	Jasper	TX
TX	Akula	CP22300463	Surface Use Agreement and Surface Owner's Release	9/5/2007	Marla D. Rogers	810	741	191588	Jasper	TX
TX	Akula	CP22300894	Surface Use Agreement and Surface Owner's Release	10/8/2007	Marla D. Rogers				Jasper	TX
TX	Akula	CP25601243	Construction Land Entry Permit	8/8/2008	Crown Pine Timber 3, L.P.				Jasper	TX

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TX	Akula	CP22301017	Grant of Easement and Right-of-Way for Pipeline and Road Use	8/14/2008	Crown Pine Timber 1, L.P.	850	862	220338	Jasper	TX
TX	Akula	CP22301034	Early Entry Access Permit Agreement	7/29/2008	730 Texas Timberlands II, Ltd.				Jasper	TX
TX	Akula	CP22301199	Grant of Easement	2/24/2011	730 Texas Timberlands II, Ltd.	908	447	234057	Jasper	TX
TX	Akula	CP22301200	Forestry Road Easement	2/24/2011	730 Texas Timberlands II, Ltd.	908	435	234056	Jasper	TX
TX	Akula	CP22301198	Pipeline Right-of-Way Agreement	7/31/2008	Joyce Hayes	908	965	234215	Jasper	TX
TX	Akula	CP22301198	Amendment of Pipeline Right-of-Way Agreement	7/31/2008	Joyce Hayes	910	954	234719	Jasper	TX
TX	Akula	CP22301353	Construction Land Entry Permit	3/16/2012	Crown Pine Timber 1, L.P.					
TX	Akula	CP22301354	Grant of Easement and Right-of-Way for	4/20/2012	Crown Pine Timber 1, L.P.	937	662	241823	Jasper	TX
TX						620	362	151348	Newton	TX
TX	Akula	P22301371.000	Subsurface Use Agreement	4/18/2012	Clarence Anderson, et ux, Betty Anderson	936	22	241346	Jasper	TX
TX	Akula	P22301442.000	Pipeline Right-of-Way Agreement	6/15/2009	Dawn D Dean et vir			344089	Orange	TX
TX	Akula	P22301467.000	Pipeline Right-of-Way Agreement	9/13/2009	Sidnette Henry			350646	Orange	TX
TX	Akula	P22301468.000	Pipeline Right-of-Way Agreement	9/13/2009	Frances Holland			350647	Orange	TX
TX	Akula	P22301599.000	Grant of Easement and Right-of-Way for Pipeline	6/6/2012	TIN, Inc.	940	245	242536	Jasper	TX
TX	Akula	CP35101496	Grant of Easement	5/7/2012	John Hancock Life & Health Insurance Company, et al	940	256	242537	Jasper	TX
TX	Akula	CP35101496	Grant of Easement	5/7/2012	730 Texas Timberlands II, Ltd.	940	269	242538	Jasper	TX
TX	Akula	CP35101496	Road Use Agreement	4/19/2012	Gary G. Pollard	621	368	151593	Newton	TX
TX	Akula	CP35101496	Surface site with Access Road Easement and Pipeline Right-of-Way Agreement	4/5/2012	Billy G. Pollard, et al	621	465	151618	Newton	TX
TX	Big Thicket	P35101927.000	Miscellaneous Easement (Pipelines) ME20130121	5/2/2013	State of Texas	964	882	2013-37709	Hardin	TX
TX	Barracuda /Oscar	CP20701016	Construction Land Entry Permit	7/31/2008	Crown Pine Timber 3, L.P.				Jasper	TX
TX	Barracuda /Oscar	CP20701016	First Amendment to Construction Land Entry Permit	6/5/2009	Crown Pine Timber 3, L.P.				Jasper	TX
TX	Barracuda /Oscar	P27201496.000	Surface and Road Easement (CXM-00180)	7/31/2008	Crown Pine Timber 1, L.P.	902	695	232597	Jasper	TX
TX	Blacktip	P19400243.000	Surface and Road Use Agreement	9/25/2006	Wanda Gray, et al			319389	Orange	TX
TX	Charlie Tuna	P28101524.000	Grant of Easement (For Private Road) (SXM-00358)	3/2/2011	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Dory	P26001464.000	Surface Use Agreement and Surface Owner's Release	11/11/2009	Freddie M Costlow	879	172	226683	Jasper	TX
TX	Flipper	CP25601244	Construction Land Entry Permit	3/24/2011	Crown Pine Timber 1, L.P.				Jasper	TX

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TX	Flipper	CP25601244	First Amendment to Grant of Easement and Right -of-Way for Pipeline (ID #1629 CX-0024)	8/14/2008	Crown Pine Timber 1, L.P.	932	487	240412	Jasper	TX
TX	Flipper 4	P25601788.000	Construction Land Entry Permit	2/29/2012	Crown Pine Timber 1, L.P.					
TX	Flipper 4	P25601788.000	Grant of Easement (For Private Road) (ID#2300	5/15/2012	Crown Pine Timber 1, L.P.	939	92	242230	Jasper	TX
TX								382118	Orange	TX
TX	Flipper	CP25601293	Construction Land Entry Permit	7/27/2011	Crown Pine Timber 1, L.P.					
TX	Flipper	CP25601503	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2181 SXM-0494)	10/13/2011	Crown Pine Timber 1, L.P.	932	492	240413	Jasper	TX
TX	Flipper	CP25601237	Construction Land Entry Permit with 1st Amendment to Pipeline, Surface and Road ROW (SXM-00470)	5/12/2011	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Flipper	CP25601132	First Amendment to Grant of Easement and Right -of-Way for Pipeline, Surface and Road Use (ID #1909 SXM-00291)	4/21/2010	Crown Pine Timber 1, L.P.	933	998	240538	Jasper	TX
TX	Flipper	CP25601047	Construction Land Entry Permit	7/7/2009	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Flipper	CP25601047	First Amendment of Construction Land Entry Permit	10/28/2010	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Flipper	P25601530.000	Grant of Easement (For Private Road) (SXM-00228)	4/21/2010	Crown Pine Timber 1, L.P.	912	600	235231	Jasper	TX
TX	Flipper	P25601544.000	Grant of Easement (For Private Road) (ID#2106 CXM-00469)	5/25/2011	Crown Pine Timber 1, L.P.	915	585	235985	Jasper	TX
TX	Flipper	P25601544.000	Grant of Easement (For Private Road) - First Amendment (ID#2106 CXM-00469)	6/19/2014	Crown Pine Timber 1, L.P.	1012	771	258872	Jasper	TX
TX	Flipper	CP25601256	Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	MeadWestvaco Texas, L.P.	915	649	236007	Jasper	TX
TX	Flipper	CP25601256	Corrected Consent to Canal Crossing and Grant of Underground Easement	5/26/2011	MeadWestvaco Texas, L.P.	954	535	246135	Jasper	TX
TX	Flipper	P25601473.000	Construction Land Entry Permit	4/9/2010	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Flipper	P25601553.000	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00291)	4/21/2010	Crown Pine Timber 1, L.P.	992	136	254585	Jasper	TX
TX	Jacques	P30101852.000	Grant of Easement (For Private Road) (ID #2173 NXM-00484)	2/2/2012	Crown Pine Timber 1, L.P.			2012-30597	Hardin	TX
TX	Jacques	CP30101492	Construction Land Entry Permit	11/8/2011	Crown Pine Timber 1, L.P.				Hardin	TX

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TX	Jacques	CP30101410	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID#2238 SXM-00567)	10/6/2011	Crown Pine Timber 1, L.P.			2012-27278	Hardin	TX
TX	Jacques	CP30101340	Construction Land Entry Permit	7/28/2011	Crown Pine Timber 1, L.P.				Hardin	TX
TX	Jacques	CP30101340	First Amendment to Construction Land Entry Permit	1/18/2012	Crown Pine Timber 1, L.P.				Hardin	TX
TX	Jacques	CP30101339	Grant of Easement (For Private Road)	2/2/2012	Crown Pine Timber 1, L.P.			2012-30597	Hardin	TX
TX	Hammerhead	CP19600954	Construction Land Entry Permit	6/11/2007	TIN, Inc. d/b/a Temple-Inland				Hardin	TX
TX	Hammerhead	CP19600954	First Amendment to Construction Land Entry Permit	2/5/2008	Crown Pine Timber 3, L.P.				Hardin	TX
TX	Hammerhead	CP19601498	Grant of Easement (For Private Road) (SXM-00676)	2/11/2013	Crown Pine Timber 1, L.P.			2013-38467	Hardin	TX
TX	Leghorn	CP36001693	Mineral Owner Subsurface Wellbore Easement for Directional Wells	9/15/2014	BP America Production Company			2014-50315	Hardin	TX
TX	Oscar	CP27201117	Construction Land Entry Permit	2/25/2010	Crown Pine Timber 3, L.P.				Jasper	TX
TX	Oscar	P27201470.000	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (SXM-00281)	2/1/2010	Crown Pine Timber 1, L.P.	880	400	226983	Jasper	TX
TX			Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - First Amendment (SXM-00281)	2/1/2010		880	411	226984	Jasper	TX
TX			Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use - Second Amendment (SXM-00281)	2/1/2010		915	571	235984	Jasper	TX
TX	Oscar/Dory	CP27201117	First Amendment to Construction Land Entry Permit	3/12/2010	Crown Pine Timber 3, L.P.				Jasper	TX
TX	Oscar/Dory	P27201470.000	First Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	Crown Pine Timber 1, L.P.	880	411	226984	Jasper	TX
TX	Oscar /Charlie Tuna	CP27201117	Second Amendment to Construction Land Entry Permit	5/12/2011	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Oscar /Charlie Tuna	P27201470.000	Second Amendment to Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/1/2010	Crown Pine Timber 1, L.P.				Jasper	TX
TX	Perry	CP29501286	Construction Land Entry Permit	7/19/2011	Crown Pine Timber 1, L.P.				Orange	TX
TX	Perry	CP29501287	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use (ID #2212 SXM-00516)	9/20/2011	Crown Pine Timber 1, L.P.			374300	Orange	TX

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Area	Prospect	File Number	Agreement Type	Agreement Date	Party 1	Party 2				
TX	Perry	CP29401236	Construction Land Entry Permit	5/20/2011	Crown Pine Timber 1, L.P.				Orange	TX
TX	Perry	CP29401242	Construction Land Entry Permit	2/28/2011	Crown Pine Timber 1, L.P.				Orange	TX
TX	Perry	P29501924.000	Grant of Easement for Private Road (CXM-0576)	5/15/2012	Crown Pine Timber 1, L.P.			382117	Orange	TX
						939	84	242229	Jasper	TX
TX	Perry	CP29501416	Construction Land Entry Permit	2/29/2012	Crown Pine Timber 1, L.P.					
TX	Roadrunner	P35001918.000	Surface and Road Easement (SXM-00685)	3/19/2013	Crown Pine Timber 1, L.P.			392942	Orange	TX
TX	Sebastian	CP31101273	Grant of Easement (For Private Road)	8/26/2011	Crown Pine Timber 1, L.P.				Hardin	TX
TX	Sebastian	CP31101302	Surface and Road Use Agreement	10/13/2011	Crown Pine Timber 1, L.P.			2012-26767	Hardin	TX
TX	Sebastian	CP31101342	Construction Land Entry Permit	1/13/2012	Crown Pine Timber 1, L.P.				Hardin	TX
TX	Sebastian	CP31101341	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/2/2012	Crown Pine Timber 1, L.P.			2012-27279	Hardin	TX
TX	Sebastian	CP31101381	Non-Exclusive Pipeline Easement and Roadway Easement Agreement	1/26/2012	Charles W. Brocato, et ux			2012-26317	Hardin	TX
TX	Tiger	CP198001728	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	2/23/2015	Crown Pine Timber 1, L.P.			2015-53796	Hardin	TX
TX	Tiger	CP198001728	Construction Land Entry Permit	2/5/2008	Crown Pine Timber 1, L.P.				Hardin	TX
TX	Tiger	CP19800859	Survey Land Entry Permit	4/16/2007	TIN, Inc. d/b/a Temple-Inland				Hardin	TX
TX	Tiger	P19800457.000	Grant of Easement (For Private Road)	7/30/2007	TIN, Inc. d/b/a Temple-Inland	1641	212	2007-8082	Hardin	TX
TX	Tiger	CP19801733	Grant of Easement and Right-of-Way for Pipeline, Surface and Road Use	12/5/2007	Crown Pine Timber 3, L.P.	1682	375	2008-3894	Hardin	TX
TX	Thresher	CP20600816	Construction Land Entry Permit	1/15/2007	TIN, Inc. d/b/a Temple-Inland				Hardin	TX
TX	Thresher	CP20600816	Survey Land Entry Permit	11/3/2006	TIN, Inc. d/b/a Temple-Inland				Hardin	TX
LA	Orion	P00700311.000	Pipeline Right-of-Way Grant No. 3459	6/17/1997	State Of La R/W 3459	910	343		Plaquemines	LA
LA	Orion	P00700315.000	Pipeline Right-of-Way Grant No. 4121	7/30/2001	State Of La R/W 4121	1006	94		Plaquemines	LA
LA	Orion	P00700316.000	Pipeline Right-of-Way Grant No. 4122	7/30/2001	State Of La R/W 4122	1006	98		Plaquemines	LA
LA	Orion	P00700368.000	Pipeline Right-of-Way Grant No. 4189	12/19/2001	State Of La R/W 4189	1015		2000207	Plaquemines	LA
LA	BS 52 - SL	P00800149.000	U S Department of Interior Right-of-Way OCS-G 3646	3/1/1978	OCS-G 03646				Plaquemines	LA
LA	BS 52 - SL	P00800153.000	OCS Right-of-Way OCS-G 011724	8/22/1990	OCS-G 11724				Plaquemines	LA
LA	BS 52 - SL	P00800154.000	Pipeline Right-of-Way Grant No. 2735	2/15/1990 2/15/2010	State of La R/W 2735	740 1220	371 113	2010-00000637	Plaquemines	LA
LA	BS 52 - SL	P00800694.000	Pipeline Right-of-Way OCS-G 3627	11/18/1977	OCS-G 03627				Plaquemines	LA
LA	BS 52 - SL	P00800920.000	Pipeline Right-of-Way OCS-G 25269	7/25/2003	OCS-G 25269				Plaquemines	LA
LA	BS 52 - SL	P00801322.000	Pipeline Right-of-Way OCS-G 28306	5/7/2008	OCS-G 28306				Plaquemines	LA
LA	BS 52 - SL	P00801341.000	Pipeline Right-of-Way OCS-G 23071	11/28/2001	OCS-G 23071				Plaquemines	LA
LA	BS 52 - SL	P00801689.000	Pipeline Right-of-Way Grant No. 5384	12/1/2001	State of La R/W 5384	1268	229	2012-00001719	Plaquemines	LA
LA	BS 52 - SL	P00801728.000	Right of Use and Easement No. 30164	7/30/2015	RUE OCS-G 30164				Plaquemines	LA

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LA	BS 52 - SL	CP00800715	Cooperative Agreement	4/13/2006	State of Louisiana					Plaquemines	LA
LA	Auriga	P07700356.000	Pipeline Right-of-Way Grant No. 4205	2/11/2002	State Of La R/W 4205	1018	664			Plaquemines	LA
LA	BS Trend	CP09101674	20" Oil Pipeline Crossing Agreement	9/28/2011	Williams Oil Gathering					Plaquemines	LA
LA	Draco	P10101026.000	Pipeline Right-of-Way Grant No. 4465	2/1/2004	State of La R/W 4465	1072	796	04003669		Plaquemines	LA
LA	Perseus	P10400904.000	Surface Lease with Subsurface Agreement No. 4362	5/10/2003	State of La R/W 4362	1047		03004277		Plaquemines	LA
LA	Perseus	P10400919.000	Pipeline Right-of-Way Grant No. 4386	7/1/2003	State of La R/W 4386	1052	863	030055014	470 597	Plaquemines	LA
LA	Perseus	P10401202.000	Surface Lease with Subsurface Agreement No. 4599	4/27/2005	State of La R/W 4599	1092	548	2005-00002592		Plaquemines	LA
LA	Perseus	P10401300.000	Surface Lease with Subsurface Agreement No. 4773	12/15/2006	State of La R/W 4773	1133	758	2007-00000100		Plaquemines	LA
LA	Perseus	P10401305.000	Pipeline Right-of-Way Grant No. 4834	4/12/2007	State of La R/W 4834	1141	644	2007-00002415		Plaquemines	LA
LA	Taurus	P10500911.000	Pipeline Right-of-Way Grant No. 4376	7/1/2003	State of LA R/W 4376	1052	214	03005713		Plaquemines	LA
LA	Aquarius	P10700925.000	Pipeline Right-of-Way Grant No. 4420	10/20/2003	State of LA R/W 4420	1058	422	03007976		Plaquemines	LA
LA	Virgo (South)	P10901199.000	Pipeline Right-of-Way Grant No. 4598	4/26/2005	State of LA R/W 4598	1091	888	2005-00002343		Plaquemines	LA
LA	Cetus	P11001027.000	Pipeline Right-of-Way Grant No. 4490	4/29/2004	State of La R/W 4490	1072	800	04003670		Plaquemines	LA
LA	Cetus	P11001228.000	Surface Lease with Subsurface Agreement No. 4681	3/6/2006	State of La R/W 4681 (Surf/Subsurfa	1111	680	2006-00001705		Plaquemines	LA
LA	Pegasus	P11801725.000	Pipeline Right-of-Way Grant No. 5624	5/7/2015	State of LA R/W No. 5624	1341	445	2015-00002017		Plaquemines	LA
LA	Pegasus	CP11801763	Pipeline Crossing Agreement	5/12/2015	Williams Oil Gathering					Plaquemines	LA
LA	Bayou Postillion	P14000118.000	Pipeline Right-of-Way Grant No. 4605	5/20/2005	State of La R/W 4605	1309	736	2005-00008098		Iberia	LA
LA	Bayou Postillion	P14000183.000	Pipeline Servitude Agreement	5/16/2005	Cotten Land Corp	1306	282	2005-00006136		Iberia	LA
LA	Bayou Postillion	P14000436.000	Pipeline Right-of-Way Grant No. 4787	2/21/2007	State of La R/W 4787	1360	764	2007-00003935		Iberia	LA
LA	Bayou Postillion	CP14000842	Pipeline Agreement	2/27/2007	Kyle Peterman	1357	586	2007-00002921		Iberia	LA
LA	MP 14/15	P14201022.000	Pipeline Right-of-Way Grant No. 3804	12/9/1999	State of La R/W 3804	961	230			Plaquemines	LA
LA	MP 14/15	P14201023.000	Pipeline Right-of-Way Grant No. 3749	8/3/1999	State of La R/W 3749	954	850			Plaquemines	LA
LA	MP 14/15	P14201024.000	Pipeline Right-of-Way Grant No. 3748	8/3/1999	State of La R/W 3748	954	846			Plaquemines	LA
LA	MP 14/15	P14201025.000	Pipeline Right-of-Way Grant No. 3790	10/27/1999	State of La R/W 3790	959	26			Plaquemines	LA
LA	Corvus	P17301296.000	Pipeline Right-of-Way Grant No. 4749	9/21/2006	State of La R/W 4749	1127	217	2006-00006035		Plaquemines	LA
LA	Corvus	P17301688.000	Pipeline Right-of-Way Grant No. 5382	1/27/2012	State of La R/W 5382	1267	721	2012-00001604		Plaquemines	LA
LA	Taurus II	P17401299.000	Pipeline Right-of-Way Grant No. 4757	10/20/2006	State of La R/W 4757	1133	664	2007-00000051		Plaquemines	LA
LA	Jupiter	P20101366.000	Pipeline Right-of-Way Grant No. 5125	4/29/2009	State R/W No 5125	1203	591	2009-00001852		Plaquemines	LA
LA	Jupiter	P20101377.000	Pipeline Right-of-Way Grant No. 5159	9/16/2009	State R/W No. 5159	1211	742	2009-00004259		Plaquemines	LA
LA	Virgo (North)	P20201388.000	Surface Lse w/ Subsurface Agmt 5253	9/28/2010	State of La Surf Lse w/ Subsurf Agmt 5253	1233	106	2010-00004150		Plaquemines	LA
LA	Virgo (North)	P20201450.000	Pipeline Right-of-Way Grant No. 5346	9/27/2011	State of La R/W 5346	1256	398	2011-00004248		Plaquemines	LA
LA	BS 51 - Harvest	P20401339.000	Pipeline Right-of-Way Grant No. 4179	12/17/2001	State of La R/W 4179	1198		2009-00000222		Plaquemines	LA
						1269	162 435	2012-00002042			

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LA	BS 51 - Harvest	P20401389.000	Pipeline Right-of-Way Grant No. 2819	1/23/2003	State of La R/W 2819	1269 1288	431	721	2012-00002038 2013-00000556	Plaquemines	LA
LA	BS 51 - Harvest	P20401390.000	Pipeline Right-of-Way Grant No. 4181	12/17/2001	State of La R/W 4181	1014	38			Plaquemines	LA
LA	BS 51 - Harvest	P20401391.000	Pipeline Right-of-Way Grant No. 4669	2/15/2006	State of La R/W 4669	1109	595	2006-00001067		Plaquemines	LA
LA	Lima	P21301326.000	Pipeline Right-of-Way Grant No. 5016	5/16/2008	State of La R/W 5016	714	186	343015		St. Charles	LA
LA	Rio	CP21700938	Canal and Waterway Permit		Apache Corporation					Plaquemines	LA
LA	Santos	P22601317.000	Canal Permit	1/1/2008	Ridgeland Properties LLC	1171 1178	892 256	2008-00000528 2008-00001869		Plaquemines	LA
LA	Santos	P22601318.000	Surface Lease with Subsurface Agreement	4/10/2008	The Louisiana Land and Exploration Compan	1181	83	2008-00002483		Plaquemines	LA
LA	Santos	P22601316.000	Canal Permit	11/14/2007	CLL Limited Partnership Ltd					Plaquemines	LA
LA	Spinel	P23201667.000	Right of Use and Easement	2/2/2011	RUE OCS-G 30174					Plaquemines	LA
LA	Virgo (Deep)	P31601703.000	Pipeline Right-of-Way Grant No. 5579	8/5/2014	State R/W 5579	1324	488	2014-00003421		Plaquemines	LA
LA	Europa	P33401705.000	Surface Lease with Subsurface Agreement No. 5588	8/27/2014	State of La R/W 5588					Plaquemines	LA
LA	Zeus	P34501696.000	Pipeline Right-of-Way Grant No. 4857	6/10/2003	State of LA R/W No. 4857	1151	447	2007-00004755		Plaquemines	LA
LA	Zeus	P34501697.000	Pipeline Right-of-Way Grant No. 3345	7/25/1996	State of LA R/W No. 3345	887	717	n/a		Plaquemines	LA
LA	Zeus	P34501698.000	Pipeline Right-of-Way Grant No. 3454	6/9/1997	State of LA R/W No. 3454					Plaquemines	LA
LA	Palmetto	P36301719.000	Pipeline Servitude and Right-of-Way	3/16/2015	Onager, LLC et al	1338	529	2015-00001155		Plaquemines	LA
LA	Palmetto	P36301720.000	Pipeline Servitude and Right-of-Way	3/13/2015	Carolyn C LeBlanc et al	1339	366	2015-00001414		Plaquemines	LA
LA	Palmetto	P36301721.000	Pipeline Right-of-Way Grant No. 5616	3/17/2015	State of LA R/W No. 5616	1339	230	2015-00001366		Plaquemines	LA
LA	Palmetto	P36301722.000	Pipeline Right-of-Way Grant No. 5617	3/17/2015	State of LA R/W No. 5617	1339	236	2015-00001367		Plaquemines	LA
LA	Palmetto	P36301723.000	Pipeline Right-of-Way Grant No. 5618	3/17/2015	State of LA R/W No. 5618	1339	242	2015-00001368		Plaquemines	LA
LA	Palmetto	P36301724.000	Surface Lease No. 3237	3/13/2015	State of LA Surf Lse No. 3237	1339	222	2015-00001365		Plaquemines	LA
LA	Palmetto	P36301726.000	Pipeline Right-of-Way Grant	12/18/2014	State of LA R/W Orleans Levee Dist	1341	583	2015-00002054		Plaquemines	LA
LA	Palmetto	P36301727.000	Pipeline Right-of-Way Grant	3/13/2015	State of LA R/W Orleans Levee Dist	1341	589	2015-00002055		Plaquemines	LA
LA	Palmetto	CP36301747	Right-of-Way Consent Agreement	3/16/2015	Exxon Mobil Pipeline Company					Plaquemines	LA
OTH	Belridge 64	P28400541.000	Right-of-Way, Easement	2/19/2013	James S Anderson			0213111568		Kern	CA
OTH	Belridge 64	CP28401721	License to Construct, Maintain & Operate Pipelines	2/1/2011	Aera Energy, LLC					Kern	CA
OTH	Belridge 64	CP28401722	License Agreement (Pipeline)	11/7/2012	Belridge Water Storage District					Kern	CA
OTH	Belridge 64	CP28401723	Right of Way and Easement Agreement (for Pipeline)	4/5/2013	Belridge Water Storage District			0213091550		Kern	CA
OTH	Belridge 64	CP28401724	Pipeline License Agreement	4/1/2013	Chevron U.S.A. Inc.					Kern	CA
OTH	Belridge 64	CP28401726	Encroachment Permit 06-12-6-UJ-0976	11/29/2012	State of California					Kern	CA
OTH	Belridge 64	CP28401727	Pipeline ROW and Easement Agreement	12/21/2012	Dawn Lyn			0213111566		Kern	CA
OTH	Belridge 64	CP28401750	Pipeline ROW and Easement Agreement	12/15/2012	Pedro N Gonzalez			0213111565		Kern	CA

Exhibit E										
Assigned Contracts										
Area	Prospect	File Number	Agreement Type	Agreement Date	Party 1	Party 2				
OTH	Belridge 64	CP28401751	Pipeline ROW and Easement Agreement	1/11/2013	Luz Maria Marguia-Ortiz			0213111567	Kern	CA
OTH	Belridge 64	CP28401752	Easement Agreement	4/3/2013	Paramount Land Company, LLC				Kern	CA
OTH	Belridge 64	CP28401753	Easement Agreement	4/3/2013	Paramount Farms International LLC				Kern	CA

Exhibit F

Specified Seismic Data

Exhibit F

Specified Seismic Data

1. The 155.3 square mile 3-D seismic survey called the JASPO Survey covering lands in Newton, Orange, Jasper and Hardin Counties, Texas
2. The 36.2 square mile 3-D seismic survey called the River's Edge Survey covering lands in Jasper, Orange and Hardin Counties, Texas.
3. The 35.5 square mile 3-D seismic survey called the Breton South Survey covering water bottoms in the Breton Sound and Main Pass Areas in Plaquemines Parish, Louisiana.

Exhibit G

Form of Assignment, Bill of Sale, and Conveyance

EXHIBIT G
FORM OF ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

This ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this "Conveyance") is executed as of the ___ day of _____, 2015 (the "Closing Date"), and is from _____, a Delaware limited liability company having as its address _____ ("Assignor"), to _____, a _____ having as its address _____ ("Assignee"). Assignor and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

This Conveyance is being delivered in connection with the Closing under the Asset Purchase and Sale Agreement dated as of _____, 2015, between Century Exploration Houston, LLC, Century Exploration New Orleans, LLC, Century Exploration Resources, LLC and RAAM Global Energy Company, collectively, as seller, and Assignee, as buyer (the "Purchase and Sale Agreement"). In addition to the terms defined throughout this Conveyance, capitalized terms shall have the meanings given such terms in Section 3.1, or if not defined in this Conveyance (including Section 3.1) and defined in the Purchase and Sale Agreement, shall have the meanings given such terms in the Purchase and Sale Agreement.

I.
GRANTING AND RESERVATION

1.1. Grant. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has granted, bargained, sold, transferred, conveyed, and assigned, and does hereby grant, bargain, sell, transfer, convey, and assign, to Assignee, effective as of the 12:01 a.m., Central Standard Time, on the Closing Date, the following properties, rights, and assets (collectively, the "Assets"):

(a) all of Assignor's right, title and interest in, to, under, or derived from the oil and gas leases described more particularly on Exhibit A-1 (collectively, the "Developed Leases"), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests, and other interests of every kind and character in, to, under, or derived from such oil and gas leases and such fee mineral interests, as to all lands and depths covered thereby;

(b) all of Assignor's right, title, and interest, as derived from Assignor's ownership in and to the Leases and the lands covered thereby, in, to, and under (i) the pooling, unitization, or communitization declarations, designations, agreements, orders of a Governmental Authority, or other documents, agreements, or evidence of governmental action pursuant to which any Unit that includes all or a portion of a Lease or the lands covered thereby (collectively, the "Subject Units"), (ii) all Subject Units created thereby, and (iii) the oil and gas

leases and lands included in the Subject Units with which any of the Leases or the lands covered thereby may have been pooled, unitized, or communitized;

(c) all of Assignor's right, title and interest in and to the wells located on the Leases or on the lands included within the Subject Units (collectively, the "Wells"), including those described more particularly on Exhibit A-2;

(d) all of Assignor's right, title, and interest in, to, under, or derived from the oil and gas leases described more particularly on Exhibit B (collectively, the "Undeveloped Leases"), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests, and other interests of every kind and character in, to, under, or derived from such oil and gas leases and such fee mineral interests as to all lands and depths covered thereby;

(e) all of Assignor's right, title, and interest in and to all equipment, machinery, platforms, fixtures, inventory, improvements, and other personal property related to the Leases and/or the Wells, whether or not located on the lands covered by the Leases or on other leases or lands included in Units created with respect to the Leases or the lands covered thereby (including the Subject Units), to the extent attributable to the interests of Assignor described in clauses (a), (b), (c) and (d) of this Section 1.1, including: water wells; saltwater disposal wells and facilities (including those saltwater disposal wells listed on Exhibit A-2); injection wells and facilities; well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment, and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; water lines; gas lines; water systems (for treatment, disposal, and injection); the platforms and facilities listed on Exhibit C; and any and all additions or accessions to, substitutions for, and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories located on, used or held for use, or held as inventory in connection with any of the foregoing (collectively, the "Personal Property");

(f) all of Assignor's right, title, and interest in and to (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products, and other liquid or gaseous hydrocarbons, the right to explore for which, or an interest in which, is granted pursuant to the Leases or the other interests described in this Section 1.1, that are produced from or allocable to interests of Assignor described in clauses (a), (b), (c), (d) and (e) of this Section 1.1 during or attributable to any periods of time prior to, at and after the Closing Date (all of the hydrocarbons, minerals, and other substances referred to in this clause (f) being referred to herein as "Hydrocarbons"), and (ii) all proceeds from the sale of any of such Hydrocarbons;

(g) (i) all of Assignor's right, title and interest in and to the tracts of land described more particularly on Exhibit D-1, including all equipment, machinery, fixtures, inventory, structures, improvements, and other personal property located thereon (the "Fee Surface Tracts"), and (ii) all of Assignor's right, title, and interest in and to the surface leases,

easements, rights-of-way, servitudes, and similar rights and interests described more particularly on Exhibit D-2 (together with the Fee Surface Tracts, the “Real Property Interests”);

(h) all of Assignor’s right, title, and interest in and to all fees, rentals, proceeds (including condemnation proceeds and proceeds resulting from non-core asset sales (if any) permitted hereunder that are made by Assignor during the Bankruptcy Case), Claims (including all Claims arising in contract, in tort, or by operation of Law, whether asserted or unasserted, and including, for the avoidance of doubt, those certain Claims related to the cement job on the SL 21543 #1 well on Assignor’s Pegasus prospect), refunds (including any loss carry-forwards with respect to any taxes to the extent transferable), causes of action, rights of recovery, recoveries from third Persons, rights of indemnity, rights of insurance, any surety bond, audit rights (including amounts due or payable to Assignor as refunds, adjustments or settlements pertaining thereto), trade credits, accounts receivable, note receivables, settlement, deposits, cash, checks in process of collection, cash equivalents, funds and other payments, revenues, escrow accounts and escrow holdback (including those attributable to plugging and abandonment under any surety bonds and those related to Assignor’s prior sale of assets), rights to the return or use of deposits and retainers (subject to Section 1.2(j)), and other rights and economic benefits of every kind and character accruing or payable to Assignor as the owner of the Assets that, in each case, are attributable to any period of time prior to, at and after the Closing Date;

(i) all of Assignor’s right, title, and interest in and to those Contracts that cover, are appurtenant to, or otherwise affect any of the Assets, including agreements related to surface rights, sales and purchase contracts, operating agreements, exploration agreements, joint development agreements, joint venture agreements, plugging and abandonment agreements, seismic agreements, licenses, balancing agreements, farmout agreements, transportation, processing, treatment, and gathering agreements, equipment leases, and other contracts, agreements, and instruments, that, in each case, are listed on Exhibit E (collectively, the “Assigned Contracts”);

(j) all of Assignor’s right, title, and interest in and to all Permits;

(k) all of Assignor’s right, title, and interest in and to all intangible rights, inchoate rights, rights under warranties and indemnities made by prior owners, manufacturers, vendors, and third Persons, and rights accruing under applicable statutes of limitation or prescription, insofar only as the foregoing rights and interests relate or are attributable to any of the other Assets or Assumed Obligations, pertain to Claims arising out of or resulting from acts, omissions, or events occurring at and after the Closing Date, and do not constitute Excluded Assets, but including all Claims of Assignor (if any) against other Persons pertaining to Imbalances in existence as of the Closing Date (collectively, “Intangible Rights”);

(l) all of Assignor’s right, title, and interest in and to all conventional and three-dimensional seismic data owned or licensed by Assignor, including original field tapes, covering the lands on which the Leases are located, and all merged, processed, and reprocessed versions and proprietary interpretations thereof (including those surveys listed on Exhibit F) (the “Specified Seismic Data”);

(m) all of Assignor’s right, title, and interest in and to all logs, cores, geological, reserve engineering, and other scientific and technical information, samples, tests,

reports, maps, and data that are owned or licensed by Assignor, relate to any of the other Assets, and are not part of the Specified Seismic Data (the “Non-Geophysical Data”);

(n) all of Assignor’s right, title, and interest in and to all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions, and title curative; lease, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, regulatory compliance, and facility and well records and files; prospect files; supplier lists and files; customer lists and files; and reports to Governmental Authorities), databases, data, and other information (in each case, whether in written or electronic format) that relate to any of the Assets and are in the possession of Assignor (collectively, the “Records”);

(o) all of Assignor’s right, title and interest in and to the communications or computer hardware, networks, systems, printers, routers, and other computer equipment and all proprietary computer software located in the Woodlands Office Building (collectively, the “Transferred Office Assets”);

(p) the Purchased Equity;

(q) all of Assignor’s right, title and interest in and to any prospect portfolios (whether encumbered or unencumbered under the Credit Agreement);

(r) all of Assignor’s right, title, and interest in and to (i) any and all rights to use Assignor’s name, logo, marks, trade dress or insignia, or to use the name of any Affiliate of Assignor; (ii) all of Assignor’s communications or computer hardware, networks, systems, printers, routers, and other computer equipment and all proprietary or licensed computer software; (iii) all of Assignor’s intellectual property, including patents, trade secrets, copyrights, and trademarks; and (iv) all of Assignor’s economic analyses and pricing forecasts relating to any of the Assets;

(s) all of Assignor’s rights, claims and causes of action under the Bankruptcy Code and any Avoidance Actions, in each case, solely to the extent related to any Assigned Contracts;

(t) all of Assignor’s right, title, and interest in and to all futures, options, swaps, or other derivatives with respect to the sale of Hydrocarbons from the Assets that are described on Schedule 1.1(t); and

(u) other interests, rights, property, and assets of Assignor of every kind and character not otherwise specifically included in the definition of Excluded Assets.

1.2. Excluded Assets. Assignor excepts, reserves, and retains to itself the following properties, rights, and assets (collectively, the “Excluded Assets”).

(a) all financial, legal (other than title opinions), and tax records of Assignor, but excluding all financial and tax records that are directly related to the ownership and operation of the Assets or the Assumed Obligations;

(b) all Claims of Assignor for refunds of or any loss carry-forwards with respect to any taxes relating to any Retained Obligation;

(c) any of Assignor's rights, claims and causes of action under the Bankruptcy Code and any Avoidance Actions, but excluding those rights, claims and causes of action described in Section 1.1(s);

(d) all Excluded Leases;

(e) all Excluded Contracts and any other Contracts that are not Assigned Contracts;

(f) any shares of capital stock or other equity interest of Assignor, or any securities convertible into, exchangeable, or exercisable for shares of capital stock or other equity interest of Assignor, in each case, (i) including any stock certificates and/or membership interest certificates of Assignor relating thereto, and (ii) excluding the Purchased Equity;

(g) all minute books, stock ledgers, corporate seals, and other records relating, in any way, to the items described in Section 1.2(f);

(h) all Permits and pending applications therefor to the extent related solely to any other Excluded Asset or any Retained Obligation;

(i) any rights, Claims, or causes of action of Assignor under the Purchase and Sale Agreement or any other Transaction Document;

(j) all rights to the use of deposits and retainers to the extent held and applied by Assignor's professionals on or before sixty (60) days after the earlier to occur of (i) the effective date of a plan of reorganization or liquidation, (ii) the conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code, or (iii) the dismissal of the Bankruptcy Case by the Bankruptcy Court;

(k) any of Assignor's rights and interests in those Assets described in Sections 1.1(h), 1.1(j), 1.1(k), 1.1(l), 1.1(m), 1.1(n), 1.1(r), 1.1(t), and 1.1(u) to the extent that, as of the Closing Date, the transfer of such Assets is prohibited or otherwise restricted contractually, in each case, subject to Assignor's obligations in Section 2.12 of the Purchase and Sale Agreement; and;

(l) all of Assignor's right, title and interest in and to those certain interests, rights, properties, and assets more particularly described on Schedule 1.2(m) (the "Scheduled Exclusions").

1.3. Assumed Obligations. Subject to the terms of the Purchase and Sale Agreement, Assignee hereby assumes and agrees to pay, perform, and discharge the Assumed Obligations with respect to the Assets, as provided in Section 2.4 of the Purchase and Sale Agreement.

II. WARRANTIES; DISCLAIMERS

2.1. Limited Warranty. Assignor agrees to warrant and forever defend title to the Assets unto Assignee and its successors and assigns against the Claims of all Persons claiming, or to claim the same, or any part thereof free and clear of all Liens, except for, and subject only to the existence of, the Permitted Encumbrances, but limited to in each case Claims arising by, through, or under Assignor, but not otherwise. Except for the special warranty of title provided in the immediately preceding sentence of this Section 2.1, this Conveyance is made without any other warranty of title, expressed, implied, or statutory, and otherwise without recourse as to title.

2.2. Subrogation. This Conveyance is made with full substitution and subrogation of Assignee, and all Persons claiming by, through, and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription applicable to the Assets and all rights of action of warranty against all former owners of the Assets.

2.3. Further Disclaimers.

(a) Assignor and Assignee agree that to the extent required by applicable Law to be operative, the disclaimers of certain representations, warranties, and other matters contained in this Section 2.3 are "conspicuous" disclaimers for the purposes of any applicable Law.

(b) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES OF ASSIGNOR SET FORTH IN THE PURCHASE AND SALE AGREEMENT, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2.1, ASSIGNEE AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (A) TITLE, (B) OPERATING CONDITION OF THE WELLS AND THE PERSONAL PROPERTY, (C) MERCHANTABILITY, DESIGN, OR QUALITY OF THE WELLS AND THE PERSONAL PROPERTY, (D) FITNESS OF THE WELLS AND THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, (E) ABSENCE OF LATENT DEFECTS, (F) ENVIRONMENTAL CONDITION OF THE ASSETS, (G) QUANTITY, RECOVERABILITY, OR VALUE OF HYDROCARBON RESERVES, OR (H) ANY OTHER MATTER WHATSOEVER, IT BEING UNDERSTOOD THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS CONVEYANCE AND THE PURCHASE AND SALE AGREEMENT, ASSIGNOR IS CONVEYING TO ASSIGNEE, AND ASSIGNEE IS ACCEPTING, THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND ASSIGNEE IS ASSUMING ALL RISK WITH RESPECT TO THE ASSETS.

(c) ASSIGNEE IS RELYING ON THE INDEPENDENT INVESTIGATION, ANALYSIS, EVALUATION, AND INSPECTION OF THE ASSETS PRIOR TO THE CLOSING DATE, AND FOLLOWING THE EXECUTION DATE AS DESCRIBED IN SECTION 5.1 OF THE PURCHASE AND SALE AGREEMENT, AND

THE LIMITED REPRESENTATIONS AND WARRANTIES OF ASSIGNOR HEREIN AND IN THE PURCHASE AND SALE AGREEMENT IN ORDER TO SATISFY ITSELF CONCERNING THE CONDITION AND SUITABILITY OF THE ASSETS. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR SET FORTH IN ARTICLE III OF THE PURCHASE AND SALE AGREEMENT AND IN THIS CONVEYANCE, ASSIGNEE HAS NOT RELIED UPON ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR WARRANTIES THAT MAY HAVE BEEN MADE BY OR ON BEHALF OF ASSIGNOR, ANY AFFILIATE OF ASSIGNOR, OR ANY DIRECTOR, MEMBER, MANAGER, OFFICER, EMPLOYEE, REPRESENTATIVE, OR AGENT OF ASSIGNOR OR ITS AFFILIATES, CONCERNING THE CONDITION, TITLE, ACCOUNTING STATUS, PERFORMANCE, OR PROSPECTS OF THE ASSETS, OR UPON ANY WRITTEN REPORTS, FINANCIAL DATA, BUSINESS PLANS, PROJECTIONS, OR FORECASTS, ENVIRONMENTAL REPORTS, AUDITS, STUDIES, OR ASSESSMENTS, OR ANY OTHER WRITTEN MATERIALS, COPIES OF WHICH MAY HAVE BEEN FURNISHED TO ASSIGNEE OR AS TO WHICH ASSIGNEE MAY HAVE BEEN PROVIDED ACCESS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT.

(d) ASSIGNEE ACKNOWLEDGES THAT: (I) THE ASSETS HAVE BEEN USED FOR THE EXPLORATION, DEVELOPMENT, AND PRODUCTION OF HYDROCARBONS AND POSSIBLY FOR THE STORAGE AND DISPOSAL OF HYDROCARBONS, PRODUCED WATER, ENVIRONMENTAL CONTAMINANTS, OR OTHER SUBSTANCES RELATED TO STANDARD OIL FIELD OPERATIONS, AND PHYSICAL CHANGES IN, ON, OR UNDER THE ASSETS OR ADJACENT LANDS MAY HAVE OCCURRED AS A RESULT OF SUCH USES; AND (II) THE ASSETS MAY ALSO CONTAIN PREVIOUSLY PLUGGED AND ABANDONED WELLS, BURIED PIPELINES, STORAGE TANKS, AND OTHER EQUIPMENT, WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY NOT BE KNOWN BY ASSIGNOR OR BE READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS.

(e) IN ADDITION, ASSIGNEE ACKNOWLEDGES THAT SOME OIL FIELD PRODUCTION EQUIPMENT LOCATED ON THE ASSETS MAY CONTAIN ASBESTOS, NORM, AND/OR OTHER ENVIRONMENTAL CONTAMINANTS. IN THIS REGARD, ASSIGNEE EXPRESSLY UNDERSTANDS THAT NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS (INCLUDING THE WELLS), MATERIALS, AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND THAT WELLS (INCLUDING THE WELLS), MATERIALS, AND EQUIPMENT LOCATED ON THE ASSETS MAY CONTAIN NORM. ASSIGNEE ALSO EXPRESSLY UNDERSTANDS THAT SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMOVAL AND DISPOSAL OF ASBESTOS, NORM, AND/OR OTHER ENVIRONMENTAL CONTAMINANTS FROM THE ASSETS WHERE ANY MAY BE FOUND.

(f) EXCEPT AS PROVIDED ELSEWHERE HEREIN TO THE CONTRARY, TO THE EXTENT THAT ASSIGNEE HAS BEEN FURNISHED COPIES

OF OR PROVIDED ACCESS TO ANY OF THE WRITTEN MATERIALS REFERENCED IN THE PURCHASE AND SALE AGREEMENT, ASSIGNEE ACKNOWLEDGES THAT NEITHER ASSIGNOR NOR ANY OF ITS AFFILIATES, NOR ANY OF THE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ASSIGNOR OR ANY AFFILIATE OF ASSIGNOR, HAS MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND ANY OTHER INFORMATION, DATA, OR MATERIALS (WHETHER WRITTEN OR ORAL) THAT MAY HAVE BEEN FURNISHED TO ASSIGNEE OR ITS REPRESENTATIVES OR AGENTS BY OR ON BEHALF OF ASSIGNOR OR ANY OF ITS AFFILIATES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THE PURCHASE AND SALE AGREEMENT, EXCEPT THAT ASSIGNOR DOES NOT HAVE ACTUAL KNOWLEDGE THAT ANY OF SUCH INFORMATION, DATA, OR MATERIALS ARE MATERIALLY FALSE OR MISLEADING.

III. MISCELLANEOUS

3.1. Additional Definitions. In addition to the terms defined elsewhere in this Conveyance, for purposes hereof, the following expressions and terms shall have the meanings set forth in this Section 3.1, unless expressly stated otherwise:

- (a) “Assignee’s Designated Entity” means [_____].
- (b) “Bankruptcy Code” means title 11 of the United States Code, as amended.
- (c) “Champion” means Champion Exploration International, Inc., a Delaware corporation.
- (d) “Claims” means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of liability or potential liability, investigations, actions (whether judicial, administrative or arbitrational), causes of action, suits and controversies.
- (e) “Encumbrance” means any mortgage, deed of trust, pledge, security interest, lien, charge of any kind (including any agreement to grant any of the foregoing), any conditional sale or title retention agreement, any lease or sublease in the nature thereof, or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.
- (f) “Environmental Contaminants” means “hazardous substances” and “pollutants or contaminants”, as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and liability Act (“CERCLA”), petroleum, including any fraction thereof,” and “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act, and any industrial or oil and gas wastes regulated by applicable rules of the relevant Governmental

Authorities in the State of Texas. The term also includes NORM concentrated, disposed of, released or present on, resulting from, or in association with Hydrocarbon activities.

(g) “Environmental Laws” means all applicable Laws (including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990, the Texas Solid Waste Disposal Act, and all applicable rules of the Railroad Commission of Texas, the Texas Commission on Environmental Quality, and other Governmental Authorities having jurisdiction relating to the management or disposal of oilfield waste, in each case as amended from time to time) relating to the protection of the public health, welfare, and environment, worker protection, emergency planning, and/or a community’s right to know, including those Laws relating to the storage, handling, and use of chemicals and other hazardous materials, those relating to the Release, generation, processing, treatment, storage, transportation, disposal, or other management of waste materials of any kind, those relating to the protection of environmentally sensitive areas, and employee health and safety.

(h) “Governmental Authority” means any governmental or quasi-governmental federal, state, provincial, county, city, or other political subdivision of the United States, any foreign country, or any department, bureau, agency, commission, court, or other statutory or regulatory body or instrumentality thereof.

(i) “Imbalance” means any imbalance between the quantity of Hydrocarbons produced from any Well and allocated to a Person from time to time and the share of such production to which such Person is actually entitled by virtue of its ownership interest in such Well.

(j) “Laws” means all constitutions, treaties, laws, statutes, ordinances, rules, regulations, orders, and decrees of the United States, any foreign country, and any local, state, provincial, or federal political subdivision or agency thereof, as well as all judgments, decrees, orders, and decisions of courts having the effect of law in each such jurisdiction, including all Environmental Laws.

(k) “Lease” means either a Developed Lease or an Undeveloped Lease. “Leases” means, collectively, the Developed Leases and the Undeveloped Leases.

(l) “Lease Burdens” means all royalties, overriding royalties, production payments, net profits interests, and similar contractual burdens upon, payable out of, or measured by Hydrocarbon production from a Lease.

(m) “Net Revenue Interest” means, with respect to each Lease, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease, after giving effect to all valid Lease Burdens, carried interests, reversionary interests, and other similar interests constituting burdens upon, measured by, or payable out of Hydrocarbons produced and saved from or attributable to such Lease.

(n) “NORM” means naturally occurring radioactive materials.

(o) “Permits” means the permits, licenses, authorizations, certificates, registrations, franchises, certificates, exemptions, consents, approvals and other similar rights and privileges approvals granted by any Governmental Authority that pertain or relate in any way to the Leases, Subject Units, or Wells.

(p) “Permitted Encumbrances” is defined in the Purchase and Sale Agreement.

(q) “Person” means any individual, corporation, limited liability company, partnership, trust, unincorporated organization, Governmental Authority, or any other form of entity.

(r) “Purchased Equity” means all of Champion’s right, title and interest in and to any shares of capital stock or other equity interests in Champion Exploration (UK) Ltd.

(s) “Release” means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching, or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership, or operation of, the Assets that has not been remedied in accordance with all applicable Environmental Laws.

(t) “Units” means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization, or communitization, whether voluntary or governmental, of one or more of the Leases and the lands covered thereby with other oil and gas leases and lands.

(u) “Woodlands Office Building” means the office building located at 10210 Grogan’s Mill Road, Woodland, TX, 77380.

(v) “Working Interest” means, with respect to each Lease, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease.

3.2. Purchase and Sale Agreement. This Conveyance is expressly made subject to the terms of the Purchase and Sale Agreement. The delivery of this Conveyance shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, indemnities, terms, or provisions of the Purchase and Sale Agreement. The representations, warranties, covenants, terms, and provisions contained in the Purchase and Sale Agreement shall not be merged with or into this Conveyance.

3.3. Successors and Assigns. The provisions of this Conveyance shall be covenants running with the land, and this Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3.4. **GOVERNING LAW**.

(a) **THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEE HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER, AND ENFORCED IN ACCORDANCE**

WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.

(b) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of (i) the Bankruptcy Court so long as the Bankruptcy Case remains open and (ii) after the Close of the Bankruptcy Case or in the event that the Bankruptcy Court determines that it does not have jurisdiction, any District Court of the State of Texas sitting in Harris County, Texas, the United States District Court for the Southern District of Texas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Conveyance, or for recognition or enforcement of any judgment.

(c) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have, as well as the defense of an inconvenient forum, to the laying of venue of any suit, action, or proceeding arising out of or relating to this Conveyance in any court referred to in Section 3.4(b).

3.5. Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the lands covered by the Leases are located.

3.6. Governmental Forms. Assignor and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

3.7. Further Assurances. After the Closing Date, Assignee and Assignor shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as either Party may reasonably request, to convey and deliver the Assets to Assignee, to perfect Assignee's title thereto, and to accomplish the orderly transfer of the Assets to Assignee.

3.8. Captions. The captions and article and section numbers in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance. References in this Conveyance to articles, sections, and exhibits are to articles, sections, and exhibits of this Conveyance unless otherwise specified.

3.9. Counterparts. This Conveyance may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

[signature pages follow]

EXECUTED on the Closing Date, to be EFFECTIVE as of the Closing Date.¹

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON §

On this __ day of _____, 201__, before me appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of _____, and that the instrument was signed on behalf of the _____ by authority of its members and that _____ acknowledged the instrument to be the free act and deed of the _____.

Notary Public

Printed Name of Notary Public:

My commission expires: _____

¹ NTD: To be executed in each jurisdiction by applicable Assignor and conformed to comply with state recording requirements.

Exhibit H

Form of Special Warranty Deed – Fee Surface Tracts

EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS

Property would show, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, **"AS IS, WITH ALL FAULTS, AND, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE LAST PARAGRAPH OF THIS SPECIAL WARRANTY DEED, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."** Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and, other than the special warranty of title set forth in the last paragraph of this Special Warranty Deed, are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging (specifically including causes of action associated with the Property), unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the Property or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

Grantee's address is: _____.

[Signature page follows this page.]

EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS
EXECUTED as of _____, 20__.

CENTURY EXPLORATION COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of Century Exploration Company, a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

**EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS
EXHIBIT A**

Description of Fee Surface Tracts

Tract 1: Fee Simple

These notes describe the certain tracts or parcels of land contained in a Warranty Deed dated May 5, 2012 from John L. Robertson to Century Exploration Houston, LLC and recorded in Volume 990, Page 347 of the Official Public Records of Jasper County, Texas; this property is described more particularly as follows:

Parcel 1: 15.50 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, Jasper County, Texas and being the same land described as Tract 1 in General Warranty Deed dated November 18, 2011 from Jerry Kirbow et ux to John L. Robertson and recorded in Volume 925 page 977 of the Official Public Records of Jasper County, Texas.

Parcel 2: 12.24 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, and the **Sarah Gray Survey, A-152**, Jasper County, Texas and being the same land described as Tract 2 in General Warranty Deed dated November 18, 2011 from Jerry Kirbow et ux to John L. Robertson and recorded in Volume 925 page 977 of the Official Public Records of Jasper County, Texas.

Parcel 3: 1.364 acres of land, more or less, being situated in the **J. J. Copley Survey, A-691**, Jasper County, Texas and being the same land described in General Warranty Deed dated May 2, 2012 from Geneva Maxine Solly, individually as sole heir of the Estate of Dwain O. Solly, Deceased to John L. Robertson and recorded in Volume 936 page 491 of the Official Public Records of Jasper County, Texas.

Tract 2: Fee Simple

These notes describe the certain 9.609 acres of land out of and a part of the J. J. Copley Survey, Abstract Number 691, in Jasper County, Texas, contained in a Warranty Deed dated October 2, 2008 from Marla Diane Rogers Rachford and Brandon O'Brien Rachford to Century Exploration Houston, Inc. and recorded in Volume 833, Page 1050 of the Jasper County Deed Records; this property is described more particularly as follows:

BEGINNING at an iron pipe found in the West right-of-way line of F.M. Highway 105 and being the Northeast corner of a 60.00 acre tract described in Volume 143, Page 538 of the Jasper County Deed Records and also being the most Northeasterly corner of a 30.00 acre tract surveyed for C. R. Barnes on July 16, 1943:

EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS

THENCE, South 76 deg. 08 min. 33 sec. West, along the North line of said 60.00 acre tract for a distance of 815.47 feet (deed = North 75 deg. 00 min. 00 sec. West. 836.00 feet) to a concrete monument found for corner;

THENCE, North 14 deg. 28 min. 00 sec. West, along the East line of a 38.30 acre tract recorded in Volume 350, Page 143 of the Jasper County Deed Records for a distance of 504.43 feet (deed = North 15 deg. 00 min. 00 sec. East, 522.00 feet) to a concrete monument found for corner;

THENCE, North 74 deg. 61 min. 31 sec. East, along the South line of a 25.40 acre tract recorded in Volume 108, Page 577 of the Jasper County Deed Records at 418.41 feet to an iron rod found on line and continuing for a total distance of 814.71 feet (deed = North 75 deg. 00 min. 00 sec. East, 836.00 feet) to an iron rod set in the West right-of-way line of said F.M. Highway 105;

THENCE, South 14 deg. 33 min. 04 sec, East, along the West right-of-way line of F.M. Highway 105 for a distance of 522.69 feet (deed = South 15 deg. 00 min. 00 sec. West 522.00 feet) to the POINT OF BEGINNING and containing 9.609 acres of land.

NOTE: Bearings are based on the tract of land recorded in Volume 350, Page 143 of the Jasper County Deed Records.

SAVE AND EXCEPT the following 2 acre tract:

Being a 2.00 acre tract or parcel of land out of the J. J. Copley Survey, Abstract No. 691, Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Marla D. Rogers, and Robert L. Rogers, by deed, recorded in Volume 501 Page 821, of the Official Public Records, of Real Property Jasper County, Texas, said 2.00 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner in the West right-of-way line of State Highway 105, and the East line of said 9.609 acre tract, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said S. H. 105, bears, North 14 Deg. 38 min. 47 Sec. West, a distance of 178.27 feet;

THENCE south 14 Deg. 38 Min. 47 Sec. East, along and with the West right-of-way line of said S. H. 105, for a distance of 123.42 feet, to a ½" iron rod found for corner;

THENCE South 75 Deg. 43 Min. 27 Sec. West, for a distance of 425.50 feet, to a ½" iron rod found for corner;

EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS

THENCE North 14 Deg. 28 Min. 05 Sec. West, for a distance of 295.27 feet, to a ½" iron rod found in the North line of said 9.009 acre tract;

THENCE North 74 Deg. 51 Min. 31 Sec. East along and with the North line of said 9.009 acre tract, for a distance of 201.92 feet, to a ½" iron rod found for corner, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said State Highway 105, bears North 74 Deg. 51 Min. 31 Sec. East a distance of 222.67 feet;

THENCE South 14 Deg. 28 Min. 05 Sec, East, for a distance of 178.27 feet to a ½" iron rod found for corner;

THENCE North 74 Deg. 51 Min. 31 Sec. East, a distance of 223.22 feet, to the POINT OF BEGINNING of the herein described tract, and containing 2.000 Acres of land.

This conveyance, however, is subject to all mineral reservations, restrictions, easements, covenants and conditions of record in the office of the County Clerk of Jasper County, Texas, which relate to or in any wise affect the above described property.

Tract 3: Fee Simple

These notes describe the certain 2.00 acres of land out of and a part of the J. J. Copley Survey, Abstract Number 691, in Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Century Exploration Houston, Inc., by deed, recorded in Volume 833, Page 1050 of the Jasper County Deed Records in a Warranty Deed dated October 2, 2008 from Marla Diane Rogers Rachford and Brandon O'Brien Rachford to Century Exploration Houston, Inc. and recorded in Volume 833, Page 1047 of the Jasper County Deed Records; this property is described more particularly as follows:

Being a 2.00 acre tract or parcel of land out of the J. J. Copley Survey, Abstract No. 691, Jasper County, Texas, also being out of and a part of that certain 9.609 acre tract or parcel of land conveyed to Marla D. Rogers, and Robert L. Rogers, by deed, recorded in Volume 501 Page 821, of the Official Public Records, of Real Property Jasper County, Texas, said 2.00 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found for corner in the West right-of-way line of State Highway 105, and the East line of said 9.609 acre tract, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said S. H. 105, bears, North 14 Deg. 38 min. 47 Sec. West, a distance of 178.27 feet;

EXHIBIT H
FORM OF SPECIAL WARRANTY DEED
FOR FEE SURFACE TRACTS

THENCE south 14 Deg. 38 Min. 47 Sec. East, along and with the West right-of-way line of said S. H. 105, for a distance of 123.42 feet, to a ½" iron rod found for corner;

THENCE South 75 Deg. 43 Min. 27 Sec. West, for a distance of 425.50 feet, to a ½" iron rod found for corner;

THENCE North 14 Deg. 28 Min. 05 Sec. West, for a distance of 295.27 feet, to a ½" iron rod found in the North line of said 9.009 acre tract;

THENCE North 74 Deg. 51 Min. 31 Sec. East along and with the North line of said 9.009 acre tract, for a distance of 201.92 feet, to a ½" iron rod found for corner, from which a ½" iron rod found for the intersection of the Northeast corner of said 9.609 acre tract, and the West right-of-way line of said State Highway 105, bears North 74 Deg. 51 Min. 31 Sec. East a distance of 222.67 feet;

THENCE South 14 Deg. 28 Min. 05 Sec, East, for a distance of 178.27 feet to a ½" iron rod found for corner;

THENCE North 74 Deg. 51 Min. 31 Sec. East, a distance of 223.22 feet, to the POINT OF BEGINNING of the herein described tract, and containing 2.000 Acres of land.

Tract 4: Fee Simple

BEAUREGARD PARISH, LOUISIANA
T6S-R13W

That certain tract or parcel of land containing 10.0 acres, more or less, being situated in the West Half of the South Half of the Northwest Quarter of the Southwest Quarter (W/2 of S/2 of NW/4 of SW/4) of Section 11, Township 6 South, Range 13 West, Beauregard Parish, Louisiana. Said tract being bounded by now or formerly as follows: North by Frank E. Spikes; East by Sandra L. Trott; South by Meriwether Louisiana Land and Timber, L.L.C.; and West by Clyde L. Gehron. Said tract being further described in that certain Act dated January 9, 1992 recorded in Conveyance Book 562, Page 245 under Entry No. 364619 of the records of Beauregard Parish, Louisiana. (P29601720.000)

Exhibit I

Form of Assignment of Contracts and Contract Rights

EXHIBIT I
FORM OF ASSIGNMENT OF CONTRACTS AND CONTRACT RIGHTS

ASSIGNMENT OF CONTRACTS AND CONTRACT RIGHTS

This ASSIGNMENT OF CONTRACTS AND CONTRACT RIGHTS (this “Assignment”) is executed as of the ___ day of _____, 2015 (the “Closing Date”), and is from CENTURY EXPLORATION HOUSTON, LLC, a Delaware limited liability company, CENTURY EXPLORATION NEW ORLEANS, LLC, a Delaware limited liability company, CENTURY EXPLORATION RESOURCES, LLC, a Delaware limited liability company, and RAAM GLOBAL ENERGY COMPANY, a Delaware corporation (collectively, “Assignors”), having as their address 10210 Grogan’s Mill Road, Suite 300, The Woodlands, Texas 77380, to _____, a [_____] [_____] (“Assignee”) having as its address _____. Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

This Assignment is being delivered in connection with the Closing under the Asset Purchase and Sale Agreement dated as of __, 2015, between Assignors, as seller, and Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector A Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company, collectively, as buyer (the “Purchase and Sale Agreement”). Capitalized terms used but not defined in this Assignment have the meanings given such terms in the Purchase and Sale Agreement

I.
ASSIGNMENT AND ASSUMPTION

1.1. Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors have transferred and assigned, and do hereby transfer and assign, to Assignee, effective as of the Effective Time, all of Assignors’ rights, titles, and interests in and to the contracts and agreements that cover, are appurtenant to, or otherwise affect any of the Assets, including those contracts and agreements described more particularly on Exhibit A (collectively, the “Contracts”).

1.2. Excluded Assets. Assignors except, reserve, and retain to themselves the properties, rights, Claims, interests, and assets defined in Section 2.2 of the Purchase and Sale Agreement as the “Excluded Assets.”

1.3. Assumed Obligations; Retained Obligations. Subject to the terms of the Purchase and Sale Agreement, Assignee hereby assumes and agrees to pay, perform, and discharge the Assumed Obligations with respect to the Contracts, as provided in Section 2.4 of the Purchase and Sale Agreement.

II.
MISCELLANEOUS

2.1. Purchase and Sale Agreement. This Assignment is expressly made subject to the terms of the Purchase and Sale Agreement. The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, indemnities, terms, or provisions of the Purchase and Sale Agreement. The representations, warranties, covenants, indemnities, terms, and provisions contained in the Purchase and Sale Agreement shall not be merged with or into this Assignment but shall survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the Purchase and Sale Agreement.

2.2. Successors and Assigns. The provisions of this Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

2.3. **GOVERNING LAW.**

(a) **THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNORS AND ASSIGNEE HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER, AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.**

(b) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of (i) the Bankruptcy Court so long as the Bankruptcy Case remains open and (ii) after the close of the Bankruptcy Case or in the event that the Bankruptcy Court determines that it does not have jurisdiction, any District Court of the State of Texas sitting in Harris County, Texas, the United States District Court for the Southern District of Texas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment, or for recognition or enforcement of any judgment.

(c) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have, as well as the defense of an inconvenient forum, to the laying of venue of any suit, action, or proceeding arising out of or relating to this Assignment in any court referred to in Section 2.3(b).

2.4. Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference.

2.5. Captions. The captions and article and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. References in this Assignment to articles, sections, and exhibits are to articles, sections, and exhibits of this Assignment unless otherwise specified.

2.6. Counterparts. This Assignment may be executed in one or more originals, but all of which together shall constitute one and the same instrument.

[signature pages follow]

EXECUTED on the Closing Date, to be EFFECTIVE as of the Closing Date.

ASSIGNORS:

**CENTURY EXPLORATION HOUSTON,
LLC**

By: _____
Name: _____
Title: _____

**CENTURY EXPLORATION NEW
ORLEANS, LLC**

By: _____
Name: _____
Title: _____

**CENTURY EXPLORATION RESOURCES,
LLC**

By: _____
Name: _____
Title: _____

RAAM GLOBAL ENERGY COMPANY

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

EXHIBITS

Exhibit A – Contracts

EXHIBIT A

CONTRACTS

(See following pages.)

Exhibit J

Form of Bid Procedures Order

BID PROCEDURES

On November 6, 2015, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively, the “Debtors”) filed that certain *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* (the “Motion”). Subject to receipt of a higher or better offer(s) as provided herein, the Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of November 6, 2015 (the “Stalking Horse Purchase Agreement”) among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the “Stalking Horse Bidder”), and the Debtors (the “Transaction”). The Stalking Horse Purchase Agreement provides for the transfer of the Debtors’ right, title, and interest in, to and under those assets more fully described in the Stalking Horse Purchase Agreement. These Bid Procedures¹ have been approved and authorized pursuant to the *Order Authorizing and Approving (a) Stalking Horse Purchase Agreement, (b) Bidding Procedures, (c) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (d) Related Relief* [Docket No. ____] (the “Bid Procedures Order”) entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division, on [_____], 2015.

The Bidding Process

At any time on or before [_____], 2015, at 4:00 p.m. (prevailing Central Time) (the “Bid Deadline”), the Debtors may, directly or indirectly through their Representatives², (i) engage in discussions and negotiations regarding an Alternative Transaction (as defined in the Stalking Horse Purchase Agreement) with any entity (an “Alternative Bidder”) that the board of directors of the Debtors or any committee of the board of directors of the Debtors acting pursuant to authority of such committee granted by such board of directors (the “Board of Directors”) reasonably believes could lead to a bona fide written offer relating to an Alternative Transaction(s) that would meet the requirements of these Bid Procedures (a “Superior Proposal”), (ii) furnish to such

¹ Except as expressly noted herein, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bid Procedures Order or the Motion, as appropriate.

² “Representatives” means, with respect to any person, the officers, directors, employees, members, managers, partners, investment bankers, attorneys, accountants, consultants or other advisors, agents or representatives of such person, when acting in such capacity on behalf of such person.

Alternative Bidder and its Representatives, and to any other party that has made a request therefor (together with the Alternative Bidders, the “Potential Bidders”) in connection with its consideration of making an offer or proposal relating to an Alternative Transaction (each, a “Bid”), public and non-public information relating to the Debtors pursuant to a confidentiality agreement with such Potential Bidder (the “Confidentiality Agreement”) containing terms in form and substance acceptable to the Debtors, and afford to any such Potential Bidder who has signed a Confidentiality Agreement reasonable access to any data site, properties, assets, books or records of the Debtors or the business of the Debtors. Each Confidentiality Agreement entered into after the date of the entry of the Bid Procedures Order shall recognize that the Debtors are obligated to comply with the terms of these Bid Procedures. Each confidentiality agreement previously entered into between the Debtors and a Potential Bidder in effect on the date of the entry of the Bid Procedures Order shall be deemed to be a Confidentiality Agreement. By participating in the Bidding Process (as defined below), each Potential Bidder shall be deemed to have agreed to any and all modifications to any previously executed confidentiality agreement as necessary to permit the Debtors to comply with the terms of these Bid Procedures.

Any Potential Bidder wishing to conduct due diligence concerning a prospective Alternative Transaction shall be granted access, subject to execution of a Confidentiality Agreement, to all relevant business and financial and other information necessary to enable such Potential Bidder to evaluate the Assets (as defined below) subject to a proposed Alternative Transaction. The Debtors shall make such access available during normal business hours as soon as reasonably practicable. Potential Bidders interested in conducting due diligence should contact Moelis & Company, Attn: Bryan Lastrapes, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com. Notwithstanding the foregoing, the Debtors are not required to provide confidential or proprietary information to any person if the Debtors reasonably believe that such disclosure would be detrimental to the interests and operations of the Debtors.

The Debtors are providing these Bidding Procedures, whereby prospective bidders may qualify for and participate in the Auction, thereby competing to make the highest or otherwise best offer for the purchase of the Assets. The Debtors’ assets (the “Assets”) will be classified for the purposes of the Bid Procedures as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, and Lot 9 as set forth in the chart below.

<u>Lot</u>	<u>Assets in Lot</u>
1	Substantially all assets of the Debtors.
2	The Debtors onshore assets located in Texas.
3	The Debtors’ offshore assets located in the Gulf of Mexico.

<u>Lot</u>	<u>Assets in Lot</u>
4	The Debtors office building in Houston, Texas.
5	The Debtors' seismic data.
6	The Debtors' assets in Oklahoma.
7	The Debtors' assets in California.
8	The Debtors' leases in Nebraska.
9	The Debtors' assets in New Mexico.

The Transaction with the Stalking Horse Bidder shall be deemed to be in Lot 1. Prior to the selection of the Transaction or any proposed Alternative Transaction(s) as the highest or best offer(s) (the "Successful Bid(s)"), the Debtors may: (a) receive Bids from Potential Bidders, (b) request information from Potential Bidders and engage in discussions with Potential Bidders and take such other actions the Debtors desire to determine whether any Bid or combination of Bids constitutes or could lead to a Superior Proposal, (c) evaluate any Bid made by a Potential Bidder, (d) engage in discussions and negotiations with any Alternative Bidder with respect to any Bid submitted by an Alternative Bidder, and (e) take any other actions contemplated under these Bid Procedures (collectively, the "Bidding Process").

Deliveries by Potential Bidders

In order to participate in the Bidding Process, each Potential Bidder (but not the Stalking Horse Bidder) must deliver (unless previously delivered in a form acceptable to the Debtors as provided herein to the Debtors prior to the Bid Deadline:

- (a) An executed Confidentiality Agreement acceptable to the Debtors; and
- (b) Financial statements of, or other information relating to, the Potential Bidder or, if the Potential Bidder is an entity formed for the purpose of a proposed Alternative Transaction, financial statements of or other information relating to the equity holder(s) of the Potential Bidder, or such other form of financial disclosure or evidence of financial capability and performance and legal authority acceptable to the Debtors and their advisors as requested by the Debtors (and, if requested by the Debtors, certified to by a duly authorized representative of the Potential Bidder (or equity holders thereof, as applicable)), demonstrating such Potential Bidder's (individually or jointly with other Potential Bidders with whom such Potential Bidder is acting jointly, with the consent of the Debtors and without improper collusion under Bankruptcy Code § 363, in submitting a

Bid) financial capability and legal authority to close the proposed transaction in a timely manner.

A Potential Bidder (or group of Potential Bidders acting jointly with the consent of the Debtors and without improper collusion under the Bankruptcy Code) that delivers the documents described in subparagraphs (a) and (b) above, and that the Debtors determine, in their business judgment, is financially capable of consummating the Alternative Transaction in a timely manner shall be permitted to further participate in the Bidding Process. The Debtors may require an update of such information and an affirmation of any Potential Bidder's financial capability to bid and consummate any Transaction or Alternative Transaction contemplated hereunder.

Submission by Bid Deadline

A Potential Bidder who desires to make a Bid must deliver a written copy of its Bid on or before the Bid Deadline to counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry Perrin, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, hperrin@velaw.com and Brad Foxman, 2001 Ross Ave., Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, and to the investment bankers for the Debtors at Moelis & Company, Attn: Bryan Lastrapes and William Harrison, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Will.Harrison@moelis.com, and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com.

Determination of "Qualified Bid" Status

A Bid received from a Potential Bidder (or group of Potential Bidders) will constitute a "Qualified Bid" only if it includes all of the following documents (the compliance of which shall be determined by the Debtors in their reasonable discretion, after consultation with the Stalking Horse Bidder,) and a good faith deposit as described below (collectively, the "Required Bid Documents") and meets all of the Bid Requirements (as defined below):

- (a) A written purchase agreement(s) based on the Stalking Horse Purchase Agreement, duly executed by the Potential Bidder(s), together with a copy of such agreement(s) marked to show the specific changes to the Stalking Horse Purchase Agreement that the Potential Bidder (or group of Potential Bidders) requires (which each marked copy shall be an electronic comparison of the written purchase agreement submitted to the Stalking Horse Purchase Agreement).
- (b) The applicable purchase agreement submitted by a Potential Bidder:
 - (i) shall clearly designate whether the Potential Bidder is proposing a transaction in regard to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 (or any combination of such lots) as the case may be; *provided, however*, that to constitute a Qualified Bid, either (1) a Potential Bidder shall be required to propose a transaction

covering Lot 1 or (2) a group of Potential Bidders shall have proposed a series of transactions for any combination of Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 that exceeds the Minimum Bid Value;

- (ii) shall include a complete set of all disclosure schedules and exhibits applicable to the proposed transaction(s) thereto which, to the extent practicable, will be marked to show the specific changes to the disclosure schedules and exhibits to the Stalking Horse Purchase Agreement;
 - (iii) shall not contain any financing or due diligence contingencies to closing on the proposed transaction;
 - (iv) shall not contain any condition to closing of the transaction on the receipt of any third party approvals (excluding required Bankruptcy Court approval); and
 - (v) shall provide that the offer of the Potential Bidder(s) is irrevocable through thirty days after the entry of an Order approving the sale transaction and subject to the backup bidder provisions herein below.
- (c) An executed escrow agreement in substantially the form posted to the Debtors' data site (or as may be modified with the consent of the Debtors) and a good faith deposit (the "Good Faith Deposit") in the form of a certified or bank check (or other form acceptable to the Debtors in their sole and absolute discretion) payable to the order of the Debtors (or such other party as the Debtors may designate) in the amount of ten (10) percent of its designated purchase price.

Each Potential Bidder or group of Potential Bidders that makes a Qualified Bid shall be referred to as a "Qualified Bidder." For the avoidance of doubt, the Debtors may permit one or more Auction Participants to join together as a single Qualified Bidder for the purpose of submitting a joint Qualified Bid to acquire the Assets. Notwithstanding anything to the contrary in these Bid Procedures, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder and the Stalking Horse Purchase Agreement and the Transaction shall be deemed to be a Qualified Bid.

Bid Requirements

All Qualified Bids must also satisfy all of the following requirements, all solely as determined by the Debtors (collectively, the "Bid Requirements"):

- (a) The Bid must provide for an aggregate consideration of at least \$1.5 million greater than the Base Consideration (as defined in the Stalking Horse Purchase Agreement) (the "Minimum Bid Value"). In making this determination, the Debtors may consider, among other things,

the amount of cash and other consideration to be paid or delivered and the liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

- (b) The Bid must provide for the payment of the Expense Reimbursement of the Stalking Horse Bidder in full in cash upon closing.
- (c) The Bid must be accompanied by, in the Debtors' reasonable business judgment, after consultation with the Stalking Horse Bidder, satisfactory evidence of committed financing or other financial ability to consummate the Alternative Transaction in a timely manner.
- (d) The Bid cannot be conditioned upon the Bankruptcy Court's approval of any bid protections, such as a break-up fee, termination fee, expense reimbursement, working fee or similar type of payment.
- (e) The Bid must expressly acknowledge and represent that the Potential Bidder(s): (i) has had an opportunity to conduct any and all due diligence regarding the assets to be purchased pursuant to the proposed Alternative Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and the assets of the Debtors in making its Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the business or assets of the Debtors or the Alternative Transaction, or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the purchase agreement ultimately accepted and executed by the Debtors.
- (f) The Bid must identify each and every executory contract and unexpired lease that is to be assumed and assigned to the Potential Bidder pursuant to the proposed Alternative Transaction.
- (g) The Bid must be received by the Bid Deadline.

The Debtors shall notify each Potential Bidder whether its Bid is a Qualified Bid no later than [●], 2015, at 4:00 p.m., prevailing Central Time.

Auction

As soon as reasonably practicable after the Bid Deadline, the Debtors shall evaluate the Qualified Bids and select the Qualified Bid that the Debtors determine in their business judgment to represent the then highest or otherwise best Qualified Bid (the "Initial Highest Bid"). In making this determination, the Debtors may consider, among other things, the amount of cash and other consideration to be paid or delivered and the

liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

If there are no Qualified Bids received prior to the expiration of the Bid Deadline, no Auction (as defined below) shall take place, and the Debtors shall seek prompt Bankruptcy Court approval to consummate the Transaction with the Stalking Horse Bidder, and the Sale Hearing (as defined below) shall take place as soon as reasonably practicable, but in no event later than [ten (10)] business days following the Bid Deadline.

If one or more Qualified Bids are determined by the Debtors in their business judgment to be higher or better than the Stalking Horse Bidder's Qualified Bid, the Debtors will conduct an auction (the "Auction") with respect to such Qualified Bids in order to determine, in the business judgment of the Debtors, the Successful Bid(s).

The Auction, if required, will commence at 9:30 a.m. (prevailing Central Time) on [_____], 2015, at the offices of Vinson & Elkins, L.L.P., 1001 Fannin Street, Suite 2500, Houston, Texas 77002 or at such later time or other place as determined by the Debtors, with consent of the Stalking Horse Bidder, or approved by Order of the Bankruptcy Court, and of which the Debtors will notify all Qualified Bidders who have submitted Qualified Bids (collectively, together with the Stalking Horse Bidder, the "Auction Participants").

Promptly upon determination of the Initial Highest Bid, as the case may be, and in any event, at least one business day prior to the commencement of the Auction, the Debtors will provide to the Auction Participants a copy of the Initial Highest Bid. In order to allow the Auction Participants to evaluate the Initial Highest Bid, the Debtors shall use commercially reasonable efforts to disclose the value, if any, that in their business judgment, they place on such Initial Highest Bid and on such Auction Participant's Qualified Bid.

Only the Debtors, the Auction Participants, potential financing sources of Auction Participants, their respective Representatives, and the Office of the United States Trustee will be entitled to attend, participate and be heard at the Auction, but only the Auction Participants (including the Stalking Horse Bidder) will be entitled to make any subsequent Qualified Bids at the Auction.

At the commencement of each phase of the Auction, the Debtors shall formally announce the Initial Highest Bid. Each supplemental bid shall be made in minimum increments of at least \$100,000 higher than the previous Qualified Bid.

The Stalking Horse Bidder shall be entitled to include as part of any and all of its supplemental bids a credit bid for the actual amount of the Expense Reimbursement, which amount shall be estimated and provided to the Debtors and all Qualified Bidders no later than one (1) business day prior to the Auction.

The Debtors shall have the right to adopt such other rules for the Auction which they believe in their business judgment, after consultation with the Stalking Horse

Bidder, will promote the goals of the Auction, including without limitation setting the bidding increments at a higher amount.

Each of the Auction Participants shall receive notice of each supplemental bid; *provided, that*, the Debtors shall no longer be required to share any information with a Qualified Bidder (including the Stalking Horse Bidder) once it has ceased bidding in the Auction.

The Stalking Horse Bidder and, by making a Qualified Bid at the Auction, each Auction Participant, shall be deemed to have agreed to keep its final Qualified Bid made at or prior to the Auction open through thirty (30) days after the entry of an Order approving the Transaction or Alternative Transaction(s) (as applicable). Bidding at the Auction will continue until such time as the highest or otherwise best Qualified Bid (as may be modified pursuant to higher supplemental bids on particular Lots made by an Auction Participant) are determined in the business judgment of the Debtors. To facilitate a deliberate and orderly consideration of competing Qualified Bids submitted at the Auction, the Debtors, in their reasonable business judgment, may conduct multiple rounds of bidding and, with the consent of the Stalking Horse Bidder, may adjourn the Auction at any time and from time-to-time. Upon conclusion of the Auction, the Debtors will (a) review each Qualified Bid on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale, and (b) determine in their reasonable business judgment, after consultation with the Stalking Horse Bidder, the Successful Bid or Successful Bids. In making this determination, the Debtors may consider, among other things, the amount of cash and other consideration to be paid or delivered and the liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

Unless otherwise consented to by the Stalking Horse Bidder, the Debtors shall not consider any Bids submitted after the conclusion of the Auction and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

The Debtors may require that within two business days after conclusion of the Auction, the Successful Bidders complete and execute all applicable definitive documents, instruments, or other documents evidencing and containing the terms and conditions upon which the Successful Bids were made.

Other Auction Procedures

The rights of any entity to “credit bid” pursuant to section 363(k) of the Bankruptcy Code are preserved and may be exercised in accordance with applicable law. For the avoidance of doubt, pursuant to section 363(k) of the Bankruptcy Code, the Stalking Horse Bidder has the right to “credit bid” in an amount up to the full amount of the First Lien Prepetition Indebtedness (as defined in the Final Cash Collateral Order) *plus* the actual amount of the Expense Reimbursement. All rights of the Stalking Horse Bidder under (i) any order entered authorizing the Debtors to continue to access cash collateral and/or (ii) the Bankruptcy Code are hereby fully reserved and, except as

expressly set forth herein, nothing in these Bidding Procedures, nor any consents provided by the Stalking Horse Bidder, shall be deemed to abridge or modify such rights, including the right to object to any sale or chapter 11 plan proposed in these chapter 11 cases.

The Debtors reserve the right to remove any Qualified Bidder from the Auction if, at any point, the Debtors determine in their business judgment, after consultation with the Stalking Horse Bidder, that the applicable Qualified Bidder is no longer engaged in active bidding at the Auction (including, without limitation, if such Qualified Bidder has failed to bid in previous rounds of bidding).

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bidding Procedures.

Each Qualified Bidder participating at the Auction will be required to confirm that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good faith, bona fide offer and it intends to consummate the proposed transaction if selected as a Winning Bidder.

Sale Hearing

An evidentiary hearing to consider the sale and related transaction pursuant to the Motion and approval of the Successful Bid(s) (the “Sale Hearing”), will be held on _____, 2015, at _____m prevailing Central Time (the “Sale Hearing Date”) in the courtroom of the Honorable Marvin Isgur. The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court or by the Debtors, with the approval of the Stalking Horse Bidder and the Successful Bidder(s), but without further notice to creditors and parties in interest other than by announcement by the Debtors of the adjourned date at the Sale Hearing.

The Debtors’ presentation to the Bankruptcy Court for approval of a Successful Bid does not constitute the Debtors’ acceptance of the Bid. The Debtors will be deemed to have accepted a Bid only when the Bid has been approved by Order of the Bankruptcy Court.

Objections

Objections, if any, to the sale and related transactions pursuant to the Motion shall be filed and served such that each objection is actually received by the following parties on or before 4:00 p.m., prevailing Central time, on _____, 2015 (the “Objection Deadline”): (a) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry Perrin, 1001 Fannin Street, Suite 2500, Houston, Texas 77002-6760, hperrin@velaw.com, and Brad Foxman, 2001 Ross Avenue, Dallas, Texas 75201-2975, bfoxman@velaw.com; (b) counsel for the Stalking Horse Bidder at [_____] (c) counsel for the Second Lien Lenders at [_____] and (d) the United States Trustee’s Office at Office of the United States Trustee, Attn: Nancy Holly, 315 Rusk Ave., Suite 3516, Houston, TX. 77002, nancy.holley@usdoj.gov.

Back-Up Bidders

If the Auction Participant(s) whose Qualified Bid(s) is a Successful Bid (a “Successful Bidder”) fails to consummate the Transaction or Alternative Transaction (as applicable) because of a breach or failure to perform on the part of such Successful Bidder, the Auction Participant that had submitted the next highest or otherwise best Qualified Bid at the Auction (or in the case of the Stalking Horse Bidder, prior to or at the Auction) (the “Back-Up Bidder”) for each applicable Lot will be deemed to be a Successful Bidder and the Debtors will be authorized to consummate the Transaction or Alternative Transaction (as applicable) with such Auction Participant without further order of the Bankruptcy Court and such Qualified Bid shall thereupon be deemed a Successful Bid; provided that upon being notified that its Qualified Bid has become a Successful Bid, the Auction Participant submitting such Qualified Bid (other than the Stalking Horse Bidder) shall within three business days after such notification provide a Good Faith Deposit (unless such Auction Participant previously shall have provided a Good Faith Deposit that shall not have been returned as described below). Upon providing such Good Faith Deposit, such Auction Participant shall be deemed a Successful Bidder. If any Auction Participant fails to consummate the Transaction or Alternative Transaction (as applicable) because of a breach or failure to perform on the part of such Auction Participant (including without limitation the failure to timely deposit the Good Faith Deposit), the process described above may continue with other Auction Participants in decreasing order of the Qualified Bids as determined by the Debtors until an Auction Participant shall consummate the Transaction or Alternative Transaction (as applicable). Notwithstanding the foregoing, if the Auction Participant that fails to consummate an Alternative Transaction is part of a series of transactions that, collectively, constitutes the Successful Bid, then no such transaction within such series shall proceed to closing, and Debtors shall either consider a Back-Up Bidder with a Qualified Bid covering Lot 1, or consider a Potential Bidder with a bid covering the specified Lot covered by the Alternative Transaction that was not consummated to reconstitute a Qualified Bid. In making any such determination, Debtors shall consult the Stalking Horse Bidder.

Stalking Horse Rights

To provide an incentive and to compensate the Stalking Horse Bidder for performing the substantial due diligence and incurring the expenses necessary and entering into a stalking horse asset purchase agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, under the conditions and in the amount set forth in the Stalking Horse Purchase Agreement and Bidding Procedures Order to reimburse the Stalking Horse Bidder for fees, costs, and expenses associated with its Bid (including the fees, costs, and expenses of its attorneys, accountants, consultants, and other advisors) in an amount up to \$[●] (the “Expense Reimbursement”). The Expense Reimbursement shall be paid in accordance with the Stalking Horse Purchase Agreement and the Bidding Procedures Order.

The Stalking Horse Bidder shall have standing to appear and be heard on all

issues related to the Auction, the Transaction, and related matters, including the right to object to any sale of the assets or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures).

Return of Good Faith Deposit

The Good Faith Deposit of all Qualified Bidders (other than the Stalking Horse Bidder and any Successful Bidder(s)) will be returned, without interest (other than any earnings on any such amounts under, and subject to, the terms of the escrow agreement pursuant to which such Good Faith Deposit is held), to each such Qualified Bidder within ten business days after the entry of an Order approving the Sale Motion, subject to the terms of the escrow agreement pursuant to which such Good Faith Deposit is held.

The Good Faith Deposit of the Stalking Horse Bidder and any Successful Bidder will be distributed pursuant to and in accordance with (a) the applicable purchase agreement and (b) the escrow agreement pursuant to which such Good Faith Deposit is held, as applicable.

Modifications

Subject to the consent of the Stalking Horse Bidder, the Debtors may (a) waive any of the Bid Requirements or the Required Bid Documents; and (b) reject at any time before entry of an Order of the Bankruptcy Court approving the Successful Bid, any bid that, in the discretion of the Debtors is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bid Procedures, or (iii) contrary to the best interests of the Debtors, their creditors and estates.

Fiduciary Out

Nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of a Debtor to take any action, or to refrain from taking any action, to the extent such board of directors, board of managers, or such similar governing body determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

Exhibit K

Form of Sale Order

DRAFT SUBJECT TO REVISION

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	x	
	:	
RAAM GLOBAL ENERGY	:	Chapter 11
COMPANY, <i>et al.</i> , ¹	:	
	:	Case No. 15-35615
Debtors.	:	
	x	Jointly Administered

ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL SUBSTANTIALLY ALL OF THEIR PROPERTY FREE AND CLEAR OF ALL RIGHTS, LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and after a hearing on [●], 2015 (the “Sale Procedures Hearing”), the Court having entered an order [Docket No. [●]] (the “Bidding Procedures Order”) approving, among other things, the process and procedures attached to the Bidding Procedures Order as **Exhibit 1** and incorporated therein by reference (the “Sale Procedures”) to determine the highest or otherwise best offer for the sale of the Assets (such transaction, the “Sale”); and the Auction (as defined herein) having been held in accordance with the Bidding Procedures Order; and at the conclusion of the Auction, [●] (the “Buyer”) having been chosen as the Buyer;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are RAAM Global Energy Company [2973], Century Exploration New Orleans, LLC [4948], Century Exploration Houston, LLC [9624], and Century Exploration Resources, LLC [7252].

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the APA (as defined herein), as applicable.

and the Court having conducted a hearing on the Motion and having heard the statements in support of the relief requested therein at the hearing before the Court on [●], 2015 (the “Sale Hearing”); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Asset Purchase and Sale Agreement (the “APA”) attached hereto as Exhibit A; and the Court having considered the Motion, and the arguments of counsel made, and the evidence adduced, at the Sale Procedures Hearing and the Sale Hearing; and upon the record of the Sale Procedures Hearing and the Sale Hearing and these chapter 11 cases, and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, and after due deliberation and sufficient cause appearing therefore, the Court finds that good cause exists to grant the relief requested in the Motion and therefore, **THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**³

A. This Court has jurisdiction over the Motion and over the property of the Debtors’ estates, including the Assets to be sold, transferred or conveyed pursuant to the APA, and the sale contemplated by the APA pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

³ 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 following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing or in the Bidding Procedures Order are incorporated herein.

B. The statutory predicates for the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Bankruptcy Rule 6004-1.

C. Notice of, and a reasonable opportunity to object or be heard with respect to, the Motion, the Auction, and the Sale Hearing has been afforded to all known interested entities, including: (i) the Office of the United States Trustee for the Southern District of Texas; (ii) all known creditors of the Debtors; (iii) any party who has requested notice pursuant to Bankruptcy Rule 2002; (iv) the Internal Revenue Service; (v) all other applicable state and federal taxing authorities having jurisdiction over the Assets; (vi) the United States Environmental Protection Agency and any applicable state environmental agency, including but not limited to the Bureau of Ocean Energy Management; (vii) the counterparties to each of the Assigned Contracts; (viii) all other parties known to Debtors who have or may have asserted liens against any of the Assets; (ix) all other entities known to have expressed an interest in a transaction with respect to all or part of the Assets; and (x) other parties through publication of such notice, all in accordance with and as provided by the Bidding Procedures Order.

D. Notice of the Motion, the Auction, and the Sale Hearing was adequate and sufficient under the circumstances of these chapter 11 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Bidding Procedures Order. A reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein was afforded to all interested persons and entities. The Debtors also gave due and proper notice of the potential assumption and assignment of each of the Assigned Contracts to each non-debtor party under such Desired 365 Contract. No other or further notice of the Motion, the Auction, or the Sale

Hearing is required. The disclosures made by the Debtors concerning the Motion, the Auction, and the Sale Hearing were good, complete, and adequate. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

E. The Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

F. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sale process, including, without limitation, (i) approval of the sale of the Assets to the Buyer and (ii) approval of the assumption and assignment of executory contracts and unexpired leases required by the Buyer.

G. The Debtors and their advisors marketed the Assets and conducted the marketing and sale process (including the Auction) as set forth in the Motion and in accordance with the Bidding Procedures Order. Based upon the record of these proceedings and as demonstrated by evidence proffered or adduced at the Sale Hearing, all creditors and other parties in interest, and all prospective purchasers, have been afforded a full, fair, and reasonable opportunity to bid for the Assets, participate in the Auction, and submit their highest or otherwise best bid to purchase the Assets and be heard on the Motion.

H. The Debtors and their advisors have complied in all respects with the Bidding Procedures Order. In that regard, the Debtors (i) considered all bids submitted on or before the Bid Deadline; (ii) negotiated with all bidders up to and including the Auction; and (iii) conducted the Auction in accordance with the Sale Procedures. The Auction was conducted in a manner that was reasonably certain to achieve the highest and best bid for the Assets.

I. At the conclusion of the auction held on [●], 2015 (the “Auction”), the Debtors announced that they had determined that the bid submitted by the Buyer was the highest and best bid, and that the Buyer was the Prevailing Bidder in accordance with the Bidding Procedures Order.

J. Upon entry of this Order, the Debtors: (i) have full power and authority to execute the necessary documents to effectuate the Sale; (ii) have all of the power and authority necessary to consummate the Sale with the Buyer; (iii) have taken all corporate action necessary to authorize and approve the Sale, the applicable documents, and the consummation by the Debtors of the transactions contemplated thereby; and (iv) have no consents or approvals, other than those expressly provided for in the APA and the entry of this Order, required for the Debtors to consummate the Sale.

K. The APA and the sale contemplated thereby represent a fair and reasonable offer to purchase the Assets under the circumstances of these chapter 11 cases. No other entity or group of entities has offered to purchase the Assets with a higher or otherwise better offer than the Buyer.

L. The relief requested in the Motion (including, without limitation, the approval and consummation of the Sale of the Assets pursuant to section 363 of the Bankruptcy Code) is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest in these cases. In addition, a Sale of the Assets is necessary to preserve and maximize value and avoid continuing losses to the Debtors’ estates.

M. The Debtors have exercised sound business judgment in deciding to sell the Assets to the Buyer, including in light of the facts that (i) the bid submitted by the Buyer constitutes the highest or otherwise best bid for the Assets, as established by, among other things,

the Auction; (ii) the APA and the closing of the transactions contemplated thereby will present the best opportunity to realize the highest value for the Assets; and (iii) without the Sale, there will be continuing losses to the detriment of the Debtors' estates, creditors, and parties in interest.

N. As of the Petition Date, the Debtors under the First Lien Loan Documents (as defined in the Final Cash Collateral Order) were justly and lawfully indebted and liable, without defense, counterclaim, or offset of any kind, to the First Lien Secured Parties (as defined in the Final Cash Collateral Order) in the aggregate principal amount of approximately \$[] in respect of loans and other financial accommodations made pursuant to, and in accordance with, the First Lien Loan Documents, plus accrued and unpaid interest, the Applicable Premium (as such term is defined in the First Lien Credit Agreement), indemnities, fees, costs and expenses including, without limitation, attorney's fees, agent's fees, other professional fees and disbursements, and other obligations owing under the First Lien Loan Documents (collectively, the "Prepetition Secured Claim").

O. Pursuant to the APA and sections 363(b) and 363(k) of the Bankruptcy Code, the Buyer credit bid in an amount equal to [\$] million (the "Credit Bid"). The Credit Bid is valid and proper under the Bankruptcy Code, as set forth in the Bidding Procedures Order.

P. The total consideration (including the Credit Bid) provided by the Buyer for the Assets is the highest or otherwise best bid received by the Debtors, and the Purchase Price constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other

applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Assets.

Q. The Debtors and the Buyer, including their agents and representatives, negotiated the APA and the other related documents in good faith, without collusion or fraud, and at arms' length within the meaning of section 363(m) of the Bankruptcy Code and otherwise have proceeded in good faith in all respects in connection with this proceeding in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other entity interested in acquiring the Assets; (ii) the Buyer complied with all of the provisions of the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the sale contemplated by the APA have been disclosed; (v) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the APA and the sale contemplated thereby was at arms' length and in good faith. As a result of the foregoing, the Debtors and the Prevailing Bidder are entitled to the full protections of section 363(m) of the Bankruptcy Code.

R. None of Buyer or any of their respective affiliates, present or contemplated members, officers, directors, partners, shareholders, or any of their respective heirs, successors, and assigns is an "insider" or an "affiliate" of the Debtors as those terms are defined in section 101 of the Bankruptcy Code.

S. By consummating the sale pursuant to the APA and the sale contemplated thereby, the Buyer is not a mere continuation of the Debtors or their estates and there is no continuity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a

continuation of the Debtors. The Buyer is not a successor to the Debtors or their estates and the sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and any of the Debtors.

T. The consideration (including any credit bid) provided by the Buyer for the Assets pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

U. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided or otherwise challenged under section 363(n) of the Bankruptcy Code.

V. The Sale Procedures set forth in the Bidding Procedures Order were non-collusive, in good faith, and substantively and procedurally fair to all parties, including with respect to credit bidding.

W. The APA and the related sale documents were not entered into, and the Sale will not be consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, of the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or the related sale documents or is consummating the Sale with any fraudulent or otherwise improper purpose.

X. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances, for this Court to approve the Agreement and consummation of the Sale at this time pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization preserves the value of the

Assets, prevents the harm to the Assets absent the Sale, and maximizes the Debtors' estates for the benefit of their stakeholders. The sale of the Assets outside a chapter 11 plan pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The sale of the Assets does not constitute a *sub rosa* chapter 11 plan.

Y. If the Debtors did not sell the Assets free and clear of all encumbrances and interests (other than the Assumed Obligations and the Permitted Encumbrances), such a sale would have yielded substantially lower value for the Debtors' estates, with less certainty than the Sale. The Buyer would not have submitted a bid and would not consummate the Sale or the transactions contemplated by the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale were not free and clear of all Interests, Liens, and/or Claims (as defined herein) (other than the Assumed Obligations and the Permitted Encumbrances), or if the Buyer would, or in the future could, be liable for any of the Interests, Liens, and/or Claims.

Z. The Debtors may sell the Assets free and clear of all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. All holders of Interests, Liens, and/or Claims that did not object or withdrew their objections to the Sale or the Motion are deemed to have consented to the Sale and the Motion pursuant to section 363(f)(2) of the Bankruptcy Code. In addition, all holders of Interests, Liens, and/or Claims that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

AA. The Sale is or will be a legal, valid, and effective transfer of the Assets to the Buyer, vesting the Buyer with all of the Debtors' right, title, and interest of, in, and to the Assets

on the Closing, free and clear of (i) all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances) and (ii) all Retained Obligations, pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code.

BB. Each and every provision of the Assigned Contracts or applicable non-bankruptcy law that purport to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contracts have been satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code.

CC. Upon payment of the Cure Costs to the relevant counterparty, there are no outstanding defaults of the Debtors and their estates under the Assigned Contracts.

DD. The Buyer has demonstrated adequate assurance of future performance of all Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

EE. Upon assignment and sale to the Buyer, the Assigned Contracts shall be deemed to be valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order.

FF. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets, it is essential that the sale of the Assets occur within the time constraints set forth in the APA. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d).

GG. The Sale contemplated by the APA is in the best interests of the Debtors and their estates, creditors, interest holders, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The APA and the Sale of the Assets to the Buyer are hereby approved, and the Debtors are authorized to undertake any and all actions necessary or appropriate to effectuate the terms of the APA and consummate the Sale.

2. Notice of the Motion, the Auction, the Sale Hearing, and the sale contemplated by the APA was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Approval of the Sale Documents and Actions Relating Thereto

3. The Buyer's offer for the Assets, as embodied in the APA, is the highest or otherwise best offer for the Assets.

4. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Sale, the APA, all ancillary sale documents, and the consummation of the transactions contemplated thereby are approved and authorized in all respects.

5. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to take any and all actions necessary or appropriate to: (a) sell the Assets to the Buyer; (b) consummate the Sale in accordance with and subject to the terms and conditions of the APA and this Order; (c) convey title to, and to transfer and assign all right, title, and interest (including, without limitation, common law rights) in and to the Assets in accordance with and subject to the terms and conditions of the APA and this Order; (d) assume and assign the Assigned Contracts; and (e) execute and deliver, perform under, consummate, implement, and fully close the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the sale, including, without limitation, any ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such ancillary documents.

6. The Debtors, their officers, employees, and agents are authorized to execute and deliver, and are empowered to perform under, consummate, and implement, the APA together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale and to take all further actions as may be reasonably requested by the Buyer for the purposes of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the APA, or as may be necessary to effectuate the terms of this Order.

7. Subject to the terms and conditions of this Order, all entities that are in possession of some or all of the Assets on the Closing Date are directed to surrender possession of such Assets to the Buyer or its assignee on the Closing Date.

8. This Order and the APA shall be binding in all respects upon the Debtors, their estates, affiliates, and subsidiaries, all creditors of (whether known or unknown), and holders of equity interests in, the Debtors; any and all affected third parties, including, without limitation, all persons asserting an Interest, Lien, and/or Claim relating to or in the Assets; all successors and assigns of the Buyer; the Debtors and their affiliates and subsidiaries and any subsequent trustee, examiner, or other fiduciary appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code; and all contractual counterparties to the Debtors. The APA shall not be subject to rejection.

9. The terms and provisions of the APA and this Order shall inure to the benefit of the Debtors, their estates, and their creditors; the Buyer and its respective affiliates, successors, and assigns; and any affected third parties, including, without limitation, all entities asserting any Interests, Liens, and/or Claims in the Assets to be sold to the Buyer pursuant to the APA,

notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Transfer of the Assets

10. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the occurrence of the Closing Date, and in accordance with the APA, the Assets shall be transferred to the Buyer free and clear of all pre-Closing interests, liens, and/or claims (other than the Assumed Obligations and the Permitted Encumbrances), including, without limitation, the following:

- liens (including, without limitation, as that term is defined in the APA and including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, encumbrances, easements, servitudes, proxy, voting trust or agreement;
- interests, obligations, liabilities, demands, agreements, guaranties, options, restrictions, contractual or other commitments;
- rights, including, without limitation, rights of first refusal, rights of offset, rights to use, contract rights, recoupment rights, and rights of recovery;
- judgments and/or decrees of any court or foreign or domestic governmental entity (to the extent permitted by law);
- charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Assets, including, without limitation, consent of any person or entity to assign or transfer any of the Assets;
- debts arising in any way in connection with any agreements, acts, or failures to act of the Debtors or any of the Debtors' predecessors or affiliates;
- claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, exoneration claims, alter-ego claims, environmental claims (including claims that may be secured or

entitled to priority under the Bankruptcy Code), tax claims, reclamation claims, and pending litigation claims; and

- matters of any kind and nature whatsoever, in each instance for all of the foregoing, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the foregoing shall be referred to herein as the “Interests, Liens, and/or Claims”).

The transfer of the Assets to the Buyer pursuant to the APA shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Assets, and vests with or will vest in the Buyer all right, title, and interest of the Debtors in the Assets, free and clear of all Interests, Liens, and/or Claims of any kind or nature whatsoever (other than the Assumed Obligations and the Permitted Encumbrances).

11. Upon the occurrence of the Closing Date, except for the express rights and obligations of the Debtors and the Buyer under the APA after the Closing Date, the Debtors, to the extent permitted by law, are hereby deemed to have irrevocably and unconditionally released, remised, and forever discharged the Buyer and its current and former affiliates, and the Buyer’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, from any and all any and all claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens,

indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise (collectively, the “Causes of Action”),⁴ whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such entity would have been legally entitled to assert (whether individually or collectively), which the Debtors or its affiliates might now or subsequently may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Assets, the Assigned Contracts, the Sale, the negotiation and documentation thereof, the transactions contemplated thereby, and the agreements and ancillary documents memorializing and effectuating such sale (including, without limitation, the APA, but excluding the express rights and obligations of the Debtors and the Buyer under the APA after the Closing Date).

12. Upon the occurrence of the Closing Date and notwithstanding anything herein to the contrary, the Buyer, Wilmington Trust, National Association, as Administrative Agent under the Credit Agreement, and the other Secured Parties (as defined in the Credit Agreement) (collectively, the “Buyer Releasing Parties”), are hereby deemed to have irrevocably and unconditionally released, remised, and forever discharged the Cash Portion of the Base Consideration from any and all claims, interests, damages, remedies, Causes of Action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever,

⁴ Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, whether known or unknown, that such entity would have been legally entitled to assert (whether individually or collectively), which such entity or its affiliates might now or subsequently may have, except as provided under the APA. The Buyer Releasing Parties shall have no recourse to the Cash Portion of the Base Consideration. The Cash Portion of the Base Consideration shall fund the Sale Carve Out (as defined under the Final Cash Collateral Order, as may be amended), and any debtor-in-possession financing order.

13. Upon the occurrence of the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Assets or a bill of sale transferring good and marketable title in such Assets to the Buyer. Upon the occurrence of the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete and general assignment of all right, title, and interest of the Debtors and their estates to the Buyer in the Assigned Contracts. For the avoidance of doubt, the Excluded Assets are not included in the Assets.

14. Upon the occurrence of the Closing Date, all persons and entities, including, without limitation, all holders of Interests, Liens, and/or Claims or other rights; debt security holders; equity security holders; governmental, tax, and regulatory authorities; lenders; and trade and other creditors of the Debtors, are permanently and forever barred, estopped, and enjoined from asserting any Interests, Liens, and/or Claims or enforcing remedies, or commencing or continuing in any manner an action or other proceeding of any kind, against the Buyer or the

Assets on account of any of the Interests, Liens, Claims, Retained Obligations, or Excluded Assets (other than the Assumed Obligations and the Permitted Encumbrances).

15. Following the Closing Date, no holder of any Interest, Lien, and/or Claim against the Debtors or in the Assets (other than the Assumed Obligations and the Permitted Encumbrances) shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Interest, Lien, and/or Claim, or any actions that the Debtors may take in the chapter 11 cases.

16. This Order is and shall be effective as a determination that all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances), shall be, and hereby are, released with respect to the Debtors' interest in the Assets as of the Closing Date. If any person or entity that has filed liens, financing statements, mortgages, mechanics' liens, *lis pendens* or other documents or agreements evidencing Interests, Liens, and/or Claims against or in the Assets (other than the Assumed Obligations and the Permitted Encumbrances) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, unconditional releases of all Interests, Liens, and/or Claims that the person or entity has with respect to the Assets, or otherwise, the Buyer is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf and in the name of the person or entity with respect to the Assets or the Buyer may file, register, or record a certified copy of this Order in any place where such instruments would or could be filed, and such filing shall constitute conclusive evidence of the release of Interests, Liens, and/or Claims on the Assets as of the Closing Date.

17. The Buyer and their affiliates shall have no obligation to pay wages, bonuses, severance or vacation pay, benefits (including, without limitation, contributions or payments on

account of any under-funding with respect to any and all pension plans) or any other payment to employees or former employees of the Debtors (including, without limitation, any liability under the WARN Act), except as set forth in the APA during the period from and after the Closing Date. The Buyer and their affiliates shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtors are a party (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Buyer and their Affiliates shall in no way be deemed a party to or assignee of any such agreement, and no employee of the Buyer or their Affiliates shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Buyer or their Affiliates any and all claims arising from or relating to such agreement.

18. Any amounts that become payable by the Debtors to the Buyer pursuant to the APA and any related agreements executed in connection therewith shall (a) notwithstanding paragraph 12 hereof, (b) constitute superpriority administrative expense claims in favor of the Buyer having priority over any and all administrative expenses of the kind specified in sections 503(b) and/or 507(a)(2) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the APA or such related agreements without further order of this Court. None of the Ancillary Agreements will be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

19. All non-debtor entities who are presently, or on the Closing may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to Buyer on the Closing or as soon as practicable thereafter.

20. All entities are hereby forever prohibited and permanently barred, estopped, and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to the Buyer in accordance with the terms of the APA and this Order or from otherwise taking any action or inaction that is inconsistent with the terms of this Order.

21. No government unit may revoke or suspend any right, license, trademark, or other permission relating to the use of the Assets, transferred or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, transferred to the Buyer as of the Closing Date.

22. Nothing in this Order, the APA, or any sale transaction entered into pursuant to this Order, releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of the Debtors' Real Property Interests after the Closing Date; provided, that, notwithstanding such provision, nothing herein shall be construed to permit a governmental unit to obtain penalties, fines, or other fees from the Buyer for days of violations of any environmental law or regulation that occurred prior to the Closing Date as a result of the

operation of the Assets. The Buyer reserves and may assert any and all rights and defenses other than asserting that it is free of such liability on account of the Order, the APA, or any related transaction entered into pursuant to this Order with respect to any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of the Debtors' Real Property Interests after the Closing Date. Nothing in this Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with requirements for such action under environmental statutes or regulations. Notwithstanding the foregoing sentence, nothing in this Order shall be interpreted to impose liability on the Buyer for penalties, fines, or other fees for days of violation prior to the Closing Date under environmental laws or regulations or otherwise or shall constitute an admission of liability by the Buyer under environmental laws or regulations. Nothing in this Order modifies any requirements or defenses under section 525 of the Bankruptcy Code.

23. The Sale of the Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 liquidating plan for the Debtors. The Sale does not constitute a *sub rosa* plan.

24. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or the order confirming any such chapter 11 plan shall conflict with or degrade from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

25. Upon the closing of the transactions contemplated by the APA, the Buyer shall not be deemed to: (a) be the successor or alter ego of the Debtors under doctrines of successor

liability, alter ego, or otherwise; (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors.

Desired 365 Contracts

26. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Buyer of the Desired 365 Contracts, and the Buyer's assumption thereof on the terms set forth in the APA, each is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

27. Pursuant to section 365(f) of the Bankruptcy Code, notwithstanding any provision of any Desired 365 Contract or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Desired 365 Contract, the Debtors are authorized to assume and assign the Desired 365 Contracts to the Buyer, which assignment shall take place on, and be effective as of, the Closing or as otherwise provided by order of this Court.

28. The Buyer is able to provide and has provided adequate assurance of future performance under the relevant Desired 365 Contracts within the meaning of section 365 of the Bankruptcy Code.

29. Upon the assumption of the Desired 365 Contracts by the Debtors and assignment to the Buyer, the Desired 365 Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order. As of the Closing Date, subject to the provisions of this Order, the Buyer shall succeed to the entirety of the Debtors' rights and obligations in the Desired 365 Contracts first arising and attributable to the time period occurring on or after the Closing Date and shall have all rights thereunder.

30. At any time prior to a hearing on confirmation of a plan of reorganization or liquidation, Buyer may designate any 365 Contract that has not been rejected as a Desired 365 Contract and upon receipt of any such notice the Debtors shall use commercially reasonable efforts to effect the assumption of such 365 Contract by the Debtors in accordance with the Bankruptcy Code and, if the Debtors are successful in effecting such assumption as of Closing, such 365 Contract shall become a Desired 365 Contract and transferred and conveyed to Buyer or Buyer's Designated Entity (as applicable) as an Assigned Contract. The Base Consideration shall be increased by an amount equal to the Cure Costs of each Desired 365 Contract assumed (and paid) by Seller and conveyed to Buyer or Buyer's Designated Entity (as applicable), for the sole purpose of funding the Cure Costs, and, to the extent that such assumption and assignment is effectuated after the Closing, the Buyer shall promptly reimburse the Debtors in the amount of the increase in the Base Consideration relating to any additional Cure Costs; *provided, however* that any excess funds provided for Cure Costs shall be returned to the Buyer. Buyer may revise Schedule **Error! Reference source not found.** of the APA by (i) subtracting Desired 365 Contracts at any time prior to Closing or (ii) adding Desired 365 Contracts that have not previously been rejected at any time prior to a hearing on confirmation of a plan of reorganization or liquidation. Notwithstanding the foregoing, Buyer may not add or subtract Desired 365 Contracts that are oil and gas leases.

31. Upon the Closing Date, (a) all defaults (monetary and non-monetary) under the Desired 365 Contracts through the Closing Date shall be deemed cured and satisfied through the payment of the Cure Costs payable by the Buyer in respect of the Desired 365 Contracts as determined by this Order, (b) no other amounts will be owed by the Debtors, their estates, or the Buyer with respect to amounts first arising or accruing during, or attributable or related to, the

period before the Closing Date with respect to the Desired 365 Contracts, and (c) any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtors, their estates, or the Buyer that any additional amounts are due or defaults exist under the Desired 365 Contracts that arose or accrued during, or relate or are attributable to, the period before or as of the Closing Date. Pursuant to Bankruptcy Code § 365(k), the Debtors are hereby relieved of any liability under or related to the Desired 365 Contracts for any breach of any Desired 365 Contract occurring after the assignment of such contract.

32. Any entity having the right to consent to the assumption or assignment of any Assigned Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

33. All counterparties to the Desired 365 Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for, any instruments, applications, consents, or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

34. Neither the Buyer nor any of its successors shall be responsible for any Interests, Liens, and/or Claims or have any obligations arising out of any of the contracts, agreements, or understandings that are Excluded Contracts (except as specifically provided in the APA).

Miscellaneous Provisions

35. The consideration (including any credit bid) provided by the Buyer for the Assets pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair

consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

36. The Sale has been undertaken by the Buyer in good faith and the Buyer is a “good faith purchaser” of the Assets as that term is used in section 363(m) of the Bankruptcy Code. The Buyer is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

37. Nothing contained in any chapter 11 plan confirmed in these cases or the confirmation order confirming any plan shall conflict with or derogate from the provisions of this Order.

38. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented through a written document signed by the Parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors’ estates.

39. Nothing contained in this Order or the APA is intended or shall be deemed to vary, modify, alter, or supersede in any way the terms of the Cash Collateral Orders.

40. The failure to specifically include, or make reference to, any particular provision of the APA or a related sale document in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA and the related sale documents are authorized and approved in their entirety.

41. To the extent that any provision of this Order is inconsistent with the terms of the APA (including all ancillary documents executed in connection therewith), this Order shall govern.

42. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the APA in all respects and to decide any disputes arising between the Debtors and the Buyer, and/or their respective successors and assigns, with respect thereto.

43. The provisions of this Order are nonseverable and mutually dependent.

44. Notwithstanding Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the APA at any time. The Sale transactions contemplated by the APA are undertaken by the Buyer in good faith, as that term is used 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 Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Desired 365 Contracts), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Dated: _____, 2016
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit L

Form of Special Warranty Deed – Woodlands Office Building

**EXHIBIT L
FORM OF SPECIAL WARRANTY DEED
FOR WOODLANDS OFFICE BUILDING**

After Recording, Return To:

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF MONTGOMERY §

CENTURY EXPLORATION COMPANY, a Delaware corporation ("**Grantor**"), for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto _____ ("**Grantee**"), the real property in Montgomery County, Texas, fully described in Exhibit A hereto, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed is being delivered in connection with the Asset Purchase and Sale Agreement dated as of ____, 2015, between Century Exploration Houston, LLC, Century Exploration New Orleans, LLC, Century Exploration Resources, LLC and RAAM Global Energy Company, as seller, and _____, as buyer (the "Purchase and Sale Agreement"). Capitalized terms used but not defined herein have the meanings given such terms in the Purchase and Sale Agreement. The delivery of this Special Warranty Deed shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, indemnities, terms, or provisions of the Purchase and Sale Agreement.

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record and further subject to all matters that a current, accurate survey of the Property would show, to the extent the same are validly existing and applicable to the Property.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "**AS IS, WITH ALL FAULTS, AND, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE LAST PARAGRAPH OF THIS SPECIAL WARRANTY DEED, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**" Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and, other than the

EXHIBIT L
FORM OF SPECIAL WARRANTY DEED
FOR WOODLANDS OFFICE BUILDING

special warranty of title set forth in the last paragraph of this Special Warranty Deed, are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging (specifically including causes of action associated with the Property), unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

Grantee's address is: _____.

[Signature page follows this page.]

EXHIBIT L
FORM OF SPECIAL WARRANTY DEED
FOR WOODLANDS OFFICE BUILDING
EXECUTED as of _____, 20__.

CENTURY EXPLORATION COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of Century Exploration Company, a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT L
FORM OF SPECIAL WARRANTY DEED
FOR WOODLANDS OFFICE BUILDING
EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A 1.8985-ACRE TRACT OUT OF THE JOHN TAYLOR SURVEY, A-547
MONTGOMERY COUNTY, TEXAS

Being a 1.8985-acre tract (82,700 square feet) out of the John Taylor Survey, Abstract No. 547, Montgomery County, Texas, out of land owned by The Woodland Land Development Company, L.P., a Texas Limited Partnership, by virtue of Memorandum of Merger and Ownership dated July 31, 1997 recorded under Clerk's File No. 9747722 of the Montgomery County Real Property Records (M.C.R.P.R.), part being located in Section One, Unrestricted Reserve "E", Volume 12, Page 31 of the Montgomery County Map Records, said 1.8985 acres being more particularly described by metes and bounds as follows with all control referred to the 1927 Texas State Plane Coordinate System, Lambert Projection, South Central Zone), the basis of bearing is the call NORTH 80 degrees 56 minutes 24 seconds WEST for the north right-of-way line of Woodlands Parkway (width varies) as recorded in Volume 823, Page 224 of the Montgomery County Deed Records (M.C.D.R.):

BEGINNING at the southwest corner of the herein described tract also being the southeast corner of a 5.17 acre tract conveyed to Woodstead-Grogan Operating Association., L.P. as recorded under Clerk's File No. 2001-087043 of the M.C.R.P.R., lying in said north line of Woodlands Parkway, having Texas State Plane Coordinate Value of X = 3,115,562.81 (E); Y = 861,302.75 (N), and bearing SOUTH 08 degrees 35 minutes 25 seconds WEST, 5,846.14 feet from the northwest corner of the Walker County School Land Survey, Abstract No. 599, lying in the east line of the John Taylor Survey, Abstract No. 547;

THENCE NORTH 04 degrees 25 minutes 33 seconds EAST, 289.33 feet along the east line of said 5.17 acre tract to the northwest corner of the herein described tract, lying in the south line of a 4.3505 acre tract conveyed to Timberloch Inc. as recorded under Clerk's File No. 9054404 of the M.C.R.P.R.;

THENCE SOUTH 74 degrees 16 minutes 55 seconds EAST, 238.18 feet along said south line of the 4.3505 acre tract to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for the northeast corner of the herein described tract, at 185.18 feet passing the southeast corner of said 4.3505 acre tract;

THENCE SOUTH 00 degrees 44 minutes 08 seconds EAST, 46.70 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE SOUTH 37 degrees 38 minutes 11 seconds EAST, 66.99 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

EXHIBIT L
FORM OF SPECIAL WARRANTY DEED
FOR WOODLANDS OFFICE BUILDING

THENCE SOUTH 67 degrees 39 minutes 59 seconds EAST, 80.64 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE SOUTH, 107.68 feet to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for the southeast corner of the herein described tract, lying in said north line of Woodlands Parkway;

THENCE SOUTH 86 degrees 22 minutes 47 seconds WEST, 200.22 feet along said north line of Woodlands Parkway to a set 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" for an angle point of the herein described tract;

THENCE NORTH 80 degrees 56 minutes 24 seconds WEST, 170.00 feet along said north line of Woodlands Parkway to the POINT OF BEGINNING, containing 1.8985 acres (82,700 square feet) of land.

BID PROCEDURES

On November 6, 2015, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively, the “Debtors”) filed that certain *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* (the “Motion”). Subject to receipt of a higher or better offer(s) as provided herein, the Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of November 6, 2015 (the “Stalking Horse Purchase Agreement”) among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the “Stalking Horse Bidder”), and the Debtors (the “Transaction”). The Stalking Horse Purchase Agreement provides for the transfer of the Debtors’ right, title, and interest in, to and under those assets more fully described in the Stalking Horse Purchase Agreement. These Bid Procedures¹ have been approved and authorized pursuant to the *Order Authorizing and Approving (a) Stalking Horse Purchase Agreement, (b) Bidding Procedures, (c) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (d) Related Relief* [Docket No. ____] (the “Bid Procedures Order”) entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division, on [____], 2015.

The Bidding Process

At any time on or before [____], 2015, at 4:00 p.m. (prevailing Central Time) (the “Bid Deadline”), the Debtors may, directly or indirectly through their Representatives², (i) engage in discussions and negotiations regarding an Alternative Transaction (as defined in the Stalking Horse Purchase Agreement) with any entity (an “Alternative Bidder”) that the board of directors of the Debtors or any committee of the board of directors of the Debtors acting pursuant to authority of such committee granted by such board of directors (the “Board of Directors”) reasonably believes could lead to a bona fide written offer relating to an Alternative Transaction(s) that would meet the requirements of these Bid Procedures (a “Superior Proposal”), (ii) furnish to such

¹ Except as expressly noted herein, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bid Procedures Order or the Motion, as appropriate.

² “Representatives” means, with respect to any person, the officers, directors, employees, members, managers, partners, investment bankers, attorneys, accountants, consultants or other advisors, agents or representatives of such person, when acting in such capacity on behalf of such person.

Alternative Bidder and its Representatives, and to any other party that has made a request therefor (together with the Alternative Bidders, the “Potential Bidders”) in connection with its consideration of making an offer or proposal relating to an Alternative Transaction (each, a “Bid”), public and non-public information relating to the Debtors pursuant to a confidentiality agreement with such Potential Bidder (the “Confidentiality Agreement”) containing terms in form and substance acceptable to the Debtors, and afford to any such Potential Bidder who has signed a Confidentiality Agreement reasonable access to any data site, properties, assets, books or records of the Debtors or the business of the Debtors. Each Confidentiality Agreement entered into after the date of the entry of the Bid Procedures Order shall recognize that the Debtors are obligated to comply with the terms of these Bid Procedures. Each confidentiality agreement previously entered into between the Debtors and a Potential Bidder in effect on the date of the entry of the Bid Procedures Order shall be deemed to be a Confidentiality Agreement. By participating in the Bidding Process (as defined below), each Potential Bidder shall be deemed to have agreed to any and all modifications to any previously executed confidentiality agreement as necessary to permit the Debtors to comply with the terms of these Bid Procedures.

Any Potential Bidder wishing to conduct due diligence concerning a prospective Alternative Transaction shall be granted access, subject to execution of a Confidentiality Agreement, to all relevant business and financial and other information necessary to enable such Potential Bidder to evaluate the Assets (as defined below) subject to a proposed Alternative Transaction. The Debtors shall make such access available during normal business hours as soon as reasonably practicable. Potential Bidders interested in conducting due diligence should contact Moelis & Company, Attn: Bryan Lastrapes, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com. Notwithstanding the foregoing, the Debtors are not required to provide confidential or proprietary information to any person if the Debtors reasonably believe that such disclosure would be detrimental to the interests and operations of the Debtors.

The Debtors are providing these Bidding Procedures, whereby prospective bidders may qualify for and participate in the Auction, thereby competing to make the highest or otherwise best offer for the purchase of the Assets. The Debtors’ assets (the “Assets”) will be classified for the purposes of the Bid Procedures as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, and Lot 9 as set forth in the chart below.

<u>Lot</u>	<u>Assets in Lot</u>
1	Substantially all assets of the Debtors.
2	The Debtors onshore assets located in Texas.
3	The Debtors’ offshore assets located in the Gulf of Mexico.

<u>Lot</u>	<u>Assets in Lot</u>
4	The Debtors office building in Houston, Texas.
5	The Debtors' seismic data.
6	The Debtors' assets in Oklahoma.
7	The Debtors' assets in California.
8	The Debtors' leases in Nebraska.
9	The Debtors' assets in New Mexico.

The Transaction with the Stalking Horse Bidder shall be deemed to be in Lot 1. Prior to the selection of the Transaction or any proposed Alternative Transaction(s) as the highest or best offer(s) (the "Successful Bid(s)"), the Debtors may: (a) receive Bids from Potential Bidders, (b) request information from Potential Bidders and engage in discussions with Potential Bidders and take such other actions the Debtors desire to determine whether any Bid or combination of Bids constitutes or could lead to a Superior Proposal, (c) evaluate any Bid made by a Potential Bidder, (d) engage in discussions and negotiations with any Alternative Bidder with respect to any Bid submitted by an Alternative Bidder, and (e) take any other actions contemplated under these Bid Procedures (collectively, the "Bidding Process").

Deliveries by Potential Bidders

In order to participate in the Bidding Process, each Potential Bidder (but not the Stalking Horse Bidder) must deliver (unless previously delivered in a form acceptable to the Debtors as provided herein to the Debtors prior to the Bid Deadline:

- (a) An executed Confidentiality Agreement acceptable to the Debtors; and
- (b) Financial statements of, or other information relating to, the Potential Bidder or, if the Potential Bidder is an entity formed for the purpose of a proposed Alternative Transaction, financial statements of or other information relating to the equity holder(s) of the Potential Bidder, or such other form of financial disclosure or evidence of financial capability and performance and legal authority acceptable to the Debtors and their advisors as requested by the Debtors (and, if requested by the Debtors, certified to by a duly authorized representative of the Potential Bidder (or equity holders thereof, as applicable)), demonstrating such Potential Bidder's (individually or jointly with other Potential Bidders with whom such Potential Bidder is acting jointly, with the consent of the Debtors and without improper collusion under Bankruptcy Code § 363, in submitting a

Bid) financial capability and legal authority to close the proposed transaction in a timely manner.

A Potential Bidder (or group of Potential Bidders acting jointly with the consent of the Debtors and without improper collusion under the Bankruptcy Code) that delivers the documents described in subparagraphs (a) and (b) above, and that the Debtors determine, in their business judgment, is financially capable of consummating the Alternative Transaction in a timely manner shall be permitted to further participate in the Bidding Process. The Debtors may require an update of such information and an affirmation of any Potential Bidder's financial capability to bid and consummate any Transaction or Alternative Transaction contemplated hereunder.

Submission by Bid Deadline

A Potential Bidder who desires to make a Bid must deliver a written copy of its Bid on or before the Bid Deadline to counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry Perrin, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, hperrin@velaw.com and Brad Foxman, 2001 Ross Ave., Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, and to the investment bankers for the Debtors at Moelis & Company, Attn: Bryan Lastrapes and William Harrison, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Will.Harrison@moelis.com, and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com.

Determination of "Qualified Bid" Status

A Bid received from a Potential Bidder (or group of Potential Bidders) will constitute a "Qualified Bid" only if it includes all of the following documents (the compliance of which shall be determined by the Debtors in their reasonable discretion, after consultation with the Stalking Horse Bidder,) and a good faith deposit as described below (collectively, the "Required Bid Documents") and meets all of the Bid Requirements (as defined below):

- (a) A written purchase agreement(s) based on the Stalking Horse Purchase Agreement, duly executed by the Potential Bidder(s), together with a copy of such agreement(s) marked to show the specific changes to the Stalking Horse Purchase Agreement that the Potential Bidder (or group of Potential Bidders) requires (which each marked copy shall be an electronic comparison of the written purchase agreement submitted to the Stalking Horse Purchase Agreement).
- (b) The applicable purchase agreement submitted by a Potential Bidder:
 - (i) shall clearly designate whether the Potential Bidder is proposing a transaction in regard to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 (or any combination of such lots) as the case may be; *provided, however*, that to constitute a Qualified Bid, either (1) a Potential Bidder shall be required to propose a transaction

covering Lot 1 or (2) a group of Potential Bidders shall have proposed a series of transactions for any combination of Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, or Lot 9 that exceeds the Minimum Bid Value;

- (ii) shall include a complete set of all disclosure schedules and exhibits applicable to the proposed transaction(s) thereto which, to the extent practicable, will be marked to show the specific changes to the disclosure schedules and exhibits to the Stalking Horse Purchase Agreement;
 - (iii) shall not contain any financing or due diligence contingencies to closing on the proposed transaction;
 - (iv) shall not contain any condition to closing of the transaction on the receipt of any third party approvals (excluding required Bankruptcy Court approval); and
 - (v) shall provide that the offer of the Potential Bidder(s) is irrevocable through thirty days after the entry of an Order approving the sale transaction and subject to the backup bidder provisions herein below.
- (c) An executed escrow agreement in substantially the form posted to the Debtors' data site (or as may be modified with the consent of the Debtors) and a good faith deposit (the "Good Faith Deposit") in the form of a certified or bank check (or other form acceptable to the Debtors in their sole and absolute discretion) payable to the order of the Debtors (or such other party as the Debtors may designate) in the amount of ten (10) percent of its designated purchase price.

Each Potential Bidder or group of Potential Bidders that makes a Qualified Bid shall be referred to as a "Qualified Bidder." For the avoidance of doubt, the Debtors may permit one or more Auction Participants to join together as a single Qualified Bidder for the purpose of submitting a joint Qualified Bid to acquire the Assets. Notwithstanding anything to the contrary in these Bid Procedures, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder and the Stalking Horse Purchase Agreement and the Transaction shall be deemed to be a Qualified Bid.

Bid Requirements

All Qualified Bids must also satisfy all of the following requirements, all solely as determined by the Debtors (collectively, the "Bid Requirements"):

- (a) The Bid must provide for an aggregate consideration of at least \$1.5 million greater than the Base Consideration (as defined in the Stalking Horse Purchase Agreement) (the "Minimum Bid Value"). In making this determination, the Debtors may consider, among other things,

the amount of cash and other consideration to be paid or delivered and the liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

- (b) The Bid must provide for the payment of the Expense Reimbursement of the Stalking Horse Bidder in full in cash upon closing.
- (c) The Bid must be accompanied by, in the Debtors' reasonable business judgment, after consultation with the Stalking Horse Bidder, satisfactory evidence of committed financing or other financial ability to consummate the Alternative Transaction in a timely manner.
- (d) The Bid cannot be conditioned upon the Bankruptcy Court's approval of any bid protections, such as a break-up fee, termination fee, expense reimbursement, working fee or similar type of payment.
- (e) The Bid must expressly acknowledge and represent that the Potential Bidder(s): (i) has had an opportunity to conduct any and all due diligence regarding the assets to be purchased pursuant to the proposed Alternative Transaction prior to making its Bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and the assets of the Debtors in making its Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the business or assets of the Debtors or the Alternative Transaction, or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the purchase agreement ultimately accepted and executed by the Debtors.
- (f) The Bid must identify each and every executory contract and unexpired lease that is to be assumed and assigned to the Potential Bidder pursuant to the proposed Alternative Transaction.
- (g) The Bid must be received by the Bid Deadline.

The Debtors shall notify each Potential Bidder whether its Bid is a Qualified Bid no later than [●], 2015, at 4:00 p.m., prevailing Central Time.

Auction

As soon as reasonably practicable after the Bid Deadline, the Debtors shall evaluate the Qualified Bids and select the Qualified Bid that the Debtors determine in their business judgment to represent the then highest or otherwise best Qualified Bid (the "Initial Highest Bid"). In making this determination, the Debtors may consider, among other things, the amount of cash and other consideration to be paid or delivered and the

liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

If there are no Qualified Bids received prior to the expiration of the Bid Deadline, no Auction (as defined below) shall take place, and the Debtors shall seek prompt Bankruptcy Court approval to consummate the Transaction with the Stalking Horse Bidder, and the Sale Hearing (as defined below) shall take place as soon as reasonably practicable, but in no event later than [ten (10)] business days following the Bid Deadline.

If one or more Qualified Bids are determined by the Debtors in their business judgment to be higher or better than the Stalking Horse Bidder's Qualified Bid, the Debtors will conduct an auction (the "Auction") with respect to such Qualified Bids in order to determine, in the business judgment of the Debtors, the Successful Bid(s).

The Auction, if required, will commence at 9:30 a.m. (prevailing Central Time) on [_____], 2015, at the offices of Vinson & Elkins, L.L.P., 1001 Fannin Street, Suite 2500, Houston, Texas 77002 or at such later time or other place as determined by the Debtors, with consent of the Stalking Horse Bidder, or approved by Order of the Bankruptcy Court, and of which the Debtors will notify all Qualified Bidders who have submitted Qualified Bids (collectively, together with the Stalking Horse Bidder, the "Auction Participants").

Promptly upon determination of the Initial Highest Bid, as the case may be, and in any event, at least one business day prior to the commencement of the Auction, the Debtors will provide to the Auction Participants a copy of the Initial Highest Bid. In order to allow the Auction Participants to evaluate the Initial Highest Bid, the Debtors shall use commercially reasonable efforts to disclose the value, if any, that in their business judgment, they place on such Initial Highest Bid and on such Auction Participant's Qualified Bid.

Only the Debtors, the Auction Participants, potential financing sources of Auction Participants, their respective Representatives, and the Office of the United States Trustee will be entitled to attend, participate and be heard at the Auction, but only the Auction Participants (including the Stalking Horse Bidder) will be entitled to make any subsequent Qualified Bids at the Auction.

At the commencement of each phase of the Auction, the Debtors shall formally announce the Initial Highest Bid. Each supplemental bid shall be made in minimum increments of at least \$100,000 higher than the previous Qualified Bid.

The Stalking Horse Bidder shall be entitled to include as part of any and all of its supplemental bids a credit bid for the actual amount of the Expense Reimbursement, which amount shall be estimated and provided to the Debtors and all Qualified Bidders no later than one (1) business day prior to the Auction.

The Debtors shall have the right to adopt such other rules for the Auction which they believe in their business judgment, after consultation with the Stalking Horse

Bidder, will promote the goals of the Auction, including without limitation setting the bidding increments at a higher amount.

Each of the Auction Participants shall receive notice of each supplemental bid; *provided, that*, the Debtors shall no longer be required to share any information with a Qualified Bidder (including the Stalking Horse Bidder) once it has ceased bidding in the Auction.

The Stalking Horse Bidder and, by making a Qualified Bid at the Auction, each Auction Participant, shall be deemed to have agreed to keep its final Qualified Bid made at or prior to the Auction open through thirty (30) days after the entry of an Order approving the Transaction or Alternative Transaction(s) (as applicable). Bidding at the Auction will continue until such time as the highest or otherwise best Qualified Bid (as may be modified pursuant to higher supplemental bids on particular Lots made by an Auction Participant) are determined in the business judgment of the Debtors. To facilitate a deliberate and orderly consideration of competing Qualified Bids submitted at the Auction, the Debtors, in their reasonable business judgment, may conduct multiple rounds of bidding and, with the consent of the Stalking Horse Bidder, may adjourn the Auction at any time and from time-to-time. Upon conclusion of the Auction, the Debtors will (a) review each Qualified Bid on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale, and (b) determine in their reasonable business judgment, after consultation with the Stalking Horse Bidder, the Successful Bid or Successful Bids. In making this determination, the Debtors may consider, among other things, the amount of cash and other consideration to be paid or delivered and the liabilities to be assumed or otherwise satisfied, and the determination by the Debtors hereunder shall be final for the purposes of these Bid Procedures.

Unless otherwise consented to by the Stalking Horse Bidder, the Debtors shall not consider any Bids submitted after the conclusion of the Auction and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

The Debtors may require that within two business days after conclusion of the Auction, the Successful Bidders complete and execute all applicable definitive documents, instruments, or other documents evidencing and containing the terms and conditions upon which the Successful Bids were made.

Other Auction Procedures

The rights of any entity to “credit bid” pursuant to section 363(k) of the Bankruptcy Code are preserved and may be exercised in accordance with applicable law. For the avoidance of doubt, pursuant to section 363(k) of the Bankruptcy Code, the Stalking Horse Bidder has the right to “credit bid” in an amount up to the full amount of the First Lien Prepetition Indebtedness (as defined in the Final Cash Collateral Order) *plus* the actual amount of the Expense Reimbursement. All rights of the Stalking Horse Bidder under (i) any order entered authorizing the Debtors to continue to access cash collateral and/or (ii) the Bankruptcy Code are hereby fully reserved and, except as

expressly set forth herein, nothing in these Bidding Procedures, nor any consents provided by the Stalking Horse Bidder, shall be deemed to abridge or modify such rights, including the right to object to any sale or chapter 11 plan proposed in these chapter 11 cases.

The Debtors reserve the right to remove any Qualified Bidder from the Auction if, at any point, the Debtors determine in their business judgment, after consultation with the Stalking Horse Bidder, that the applicable Qualified Bidder is no longer engaged in active bidding at the Auction (including, without limitation, if such Qualified Bidder has failed to bid in previous rounds of bidding).

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bidding Procedures.

Each Qualified Bidder participating at the Auction will be required to confirm that (i) it has not engaged in any collusion with respect to the bidding and (ii) its Qualified Bid is a good faith, bona fide offer and it intends to consummate the proposed transaction if selected as a Winning Bidder.

Sale Hearing

An evidentiary hearing to consider the sale and related transaction pursuant to the Motion and approval of the Successful Bid(s) (the “Sale Hearing”), will be held on _____, 2015, at _____m prevailing Central Time (the “Sale Hearing Date”) in the courtroom of the Honorable Marvin Isgur. The Sale Hearing may be adjourned or rescheduled as ordered by the Bankruptcy Court or by the Debtors, with the approval of the Stalking Horse Bidder and the Successful Bidder(s), but without further notice to creditors and parties in interest other than by announcement by the Debtors of the adjourned date at the Sale Hearing.

The Debtors’ presentation to the Bankruptcy Court for approval of a Successful Bid does not constitute the Debtors’ acceptance of the Bid. The Debtors will be deemed to have accepted a Bid only when the Bid has been approved by Order of the Bankruptcy Court.

Objections

Objections, if any, to the sale and related transactions pursuant to the Motion shall be filed and served such that each objection is actually received by the following parties on or before 4:00 p.m., prevailing Central time, on _____, 2015 (the “Objection Deadline”): (a) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry Perrin, 1001 Fannin Street, Suite 2500, Houston, Texas 77002-6760, hperrin@velaw.com, and Brad Foxman, 2001 Ross Avenue, Dallas, Texas 75201-2975, bfoxman@velaw.com; (b) counsel for the Stalking Horse Bidder at [_____] (c) counsel for the Second Lien Lenders at [_____] and (d) the United States Trustee’s Office at Office of the United States Trustee, Attn: Nancy Holly, 315 Rusk Ave., Suite 3516, Houston, TX. 77002, nancy.holley@usdoj.gov.

Back-Up Bidders

If the Auction Participant(s) whose Qualified Bid(s) is a Successful Bid (a “Successful Bidder”) fails to consummate the Transaction or Alternative Transaction (as applicable) because of a breach or failure to perform on the part of such Successful Bidder, the Auction Participant that had submitted the next highest or otherwise best Qualified Bid at the Auction (or in the case of the Stalking Horse Bidder, prior to or at the Auction) (the “Back-Up Bidder”) for each applicable Lot will be deemed to be a Successful Bidder and the Debtors will be authorized to consummate the Transaction or Alternative Transaction (as applicable) with such Auction Participant without further order of the Bankruptcy Court and such Qualified Bid shall thereupon be deemed a Successful Bid; provided that upon being notified that its Qualified Bid has become a Successful Bid, the Auction Participant submitting such Qualified Bid (other than the Stalking Horse Bidder) shall within three business days after such notification provide a Good Faith Deposit (unless such Auction Participant previously shall have provided a Good Faith Deposit that shall not have been returned as described below). Upon providing such Good Faith Deposit, such Auction Participant shall be deemed a Successful Bidder. If any Auction Participant fails to consummate the Transaction or Alternative Transaction (as applicable) because of a breach or failure to perform on the part of such Auction Participant (including without limitation the failure to timely deposit the Good Faith Deposit), the process described above may continue with other Auction Participants in decreasing order of the Qualified Bids as determined by the Debtors until an Auction Participant shall consummate the Transaction or Alternative Transaction (as applicable). Notwithstanding the foregoing, if the Auction Participant that fails to consummate an Alternative Transaction is part of a series of transactions that, collectively, constitutes the Successful Bid, then no such transaction within such series shall proceed to closing, and Debtors shall either consider a Back-Up Bidder with a Qualified Bid covering Lot 1, or consider a Potential Bidder with a bid covering the specified Lot covered by the Alternative Transaction that was not consummated to reconstitute a Qualified Bid. In making any such determination, Debtors shall consult the Stalking Horse Bidder.

Stalking Horse Rights

To provide an incentive and to compensate the Stalking Horse Bidder for performing the substantial due diligence and incurring the expenses necessary and entering into a stalking horse asset purchase agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, under the conditions and in the amount set forth in the Stalking Horse Purchase Agreement and Bidding Procedures Order to reimburse the Stalking Horse Bidder for fees, costs, and expenses associated with its Bid (including the fees, costs, and expenses of its attorneys, accountants, consultants, and other advisors) in an amount up to \$[●] (the “Expense Reimbursement”). The Expense Reimbursement shall be paid in accordance with the Stalking Horse Purchase Agreement and the Bidding Procedures Order.

The Stalking Horse Bidder shall have standing to appear and be heard on all

issues related to the Auction, the Transaction, and related matters, including the right to object to any sale of the assets or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures).

Return of Good Faith Deposit

The Good Faith Deposit of all Qualified Bidders (other than the Stalking Horse Bidder and any Successful Bidder(s)) will be returned, without interest (other than any earnings on any such amounts under, and subject to, the terms of the escrow agreement pursuant to which such Good Faith Deposit is held), to each such Qualified Bidder within ten business days after the entry of an Order approving the Sale Motion, subject to the terms of the escrow agreement pursuant to which such Good Faith Deposit is held.

The Good Faith Deposit of the Stalking Horse Bidder and any Successful Bidder will be distributed pursuant to and in accordance with (a) the applicable purchase agreement and (b) the escrow agreement pursuant to which such Good Faith Deposit is held, as applicable.

Modifications

Subject to the consent of the Stalking Horse Bidder, the Debtors may (a) waive any of the Bid Requirements or the Required Bid Documents; and (b) reject at any time before entry of an Order of the Bankruptcy Court approving the Successful Bid, any bid that, in the discretion of the Debtors is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bid Procedures, or (iii) contrary to the best interests of the Debtors, their creditors and estates.

Fiduciary Out

Nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of a Debtor to take any action, or to refrain from taking any action, to the extent such board of directors, board of managers, or such similar governing body determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§ § Case No. 15-35615
RAAM GLOBAL ENERGY COMPANY, et al.	§ § Chapter 11
DEBTORS	§ § Jointly Administered

NOTICE OF TRANSACTION

PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS WILL BE AFFECTED AS SET FORTH HEREIN.

On October 26, 2015, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively the “Debtors”) filed the above referenced bankruptcy Cases (collectively, the “Cases”) under chapter 11 of title 11 of the United States Code.

On November 6, 2015, the Debtors filed their *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* (the “Motion”) ¹ [**Docket No. ____**]. Subject to receipt of higher or better offer(s), the Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of November 6, 2015 (as amended from time to time, the “Purchase Agreement”) among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (the “Potential Buyer”) and the Debtors (the “Transaction”). The Purchase Agreement provides for, among other things, the sale of the Debtors’ right, title and interest in, to and under certain assets more particularly described in the Purchase Agreement to the Potential Buyer, free and clear of all liens, encumbrances, claims, and other interests except as otherwise set forth in the Purchase Agreement. The Potential Buyer has agreed to provide consideration of a credit bid and equivalent release of the Debtors in an amount equal to \$58,800,000.00, cash in an amount equal to \$2.5 million, and assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

¹ All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Motion or the Purchase Agreement, as applicable.

On _____, 2015, the Court entered the *Order Authorizing and Approving (a) Stalking Horse Purchase Agreement, (b) Bidding Procedures, (c) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (d) Related Relief* [Docket No. ____] (the “Bid Procedures Order”) in which it, among other things, (a) approved the bid procedures in connection with the solicitation of higher or better offer(s), which are attached hereto as **Exhibit A** (the “Bid Procedures”), (c) scheduled an auction, (d) approved the form and manner of notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures, (e) approved the form and manner of the notice of the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (f) established procedures for objecting to, and determining cure amounts in connection with, the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (g) set a hearing to consider the approval of the Transaction, including the sale of the Debtors’ assets, on _____, 2015 at _____ prevailing Central time (the “Sale Hearing”), (h) established procedures for objecting to the proposed transaction, and (i) granted other relief.

Any party desiring to make an offer or proposal relating to an Alternative Transaction (as defined in the Purchase Agreement) must comply with the Bid Procedures.

Summary of Key Dates:

Bid Deadline	_____, _____, 2015 at _____, Central Time
Objection Deadline/Deadline to Submit Rights Notices	_____, _____, 2015 at _____, Central Time
Auction	_____, _____, 2015 at _____, Central Time
Hearing on Sale Motion	_____, _____, 2015 at _____, Central Time

Pursuant to the Bid Procedures Order, objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with this Court and served upon the following parties in accordance with the Transaction Notice or the Assumption Notice, as applicable, on or before _____, prevailing Central time, on _____, 2015 (the “Objection Deadline”): (u) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry A. Perrin, First City Tower, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, (fax) 713.615.5016, hperrin@velaw.com, and

Brad Foxman, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, (v) counsel for the Potential Buyer at [**name/address**], (w) counsel for Second Lien Lenders at [**name/address**], if any, and (x) the United States Trustee's Office at Office of the United States Trustee, Attn: Nancy Holley, 315 Rusk Avenue, Suite 3516, Houston, Texas 77002, Nancy.Holley@usdoj.gov, (collectively, the "Notice Parties").

Any Person (as defined in the Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) will be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person must file and serve a notice with all supporting documentation (a "Rights Notice") so that the Rights Notice is actually received by the Notice Parties on or before the Objection Deadline. Each Rights Notice must identify the properties or rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice does not require an exercise of the underlying right asserted and any such right asserted is subject to the terms and conditions of the Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

Any Person failing to timely file and serve a Rights Notice will be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of

purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

If any Person timely files and serves a Rights Notice, the Debtors will have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights Notice, any rights asserted are deemed to be disputed and the Debtors are entitled to assert a bona fide dispute exists as to such rights asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

Copies of the Purchase Agreement, Bid Procedures, and Bid Procedures Order may be downloaded at www.bmcgroup.com/RAAMGlobal or obtained upon receipt of a written request to Moelis & Company, Attn: Bryan Lastrapes and William Harrison, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Will.Harrison@moelis.com, and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com.

Dated: _____, 2015

Respectfully submitted,

VINSON & ELKINS LLP

By: /s/
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ATTORNEYS FOR THE DEBTORS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE: §
§ Case No. 15-35615
RAAM GLOBAL ENERGY §
COMPANY, et al. § Chapter 11
§
DEBTORS § Jointly Administered

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS WILL BE
AFFECTED AS SET FORTH HEREIN.**

On October 26, 2015, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively the “Debtors”) filed the above referenced bankruptcy Cases (collectively, the “Cases”) under chapter 11 of title 11 of the United States Code.

On November 6, 2015, the Debtors filed their *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* (the “Motion”) ¹ [Docket No. ____]. Subject to receipt of higher or better offer(s), the Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of _____, 2015 (as amended from time to time, the “Purchase Agreement”) among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the “Potential Buyer”) and the Debtors (the “Transaction”). The Purchase Agreement provides for, among other things, the sale of the Debtors’ right, title and interest in, to and under certain assets more particularly described in the Purchase Agreement to the Potential Buyer, free and clear of all liens, encumbrances, claims, and other interests except as otherwise set forth in the Purchase Agreement. The Potential Buyer has agreed to provide consideration of a credit bid and equivalent release of the Debtors in an amount equal to \$58,800,000.00, cash in an amount equal to \$2.5 million, and

¹ All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Motion or the Purchase Agreement, as applicable.

assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

On _____, 2015, the Court entered the *Order Authorizing and Approving (a) Stalking Horse Purchase Agreement, (b) Bidding Procedures, (c) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (d) Related Relief* [Docket No. ____] (the “Bid Procedures Order”) in which it, among other things, (a) approved the bid procedures in connection with the solicitation of higher or better offer(s), which are attached hereto as **Exhibit A** (the “Bid Procedures”), (c) scheduled an auction, (d) approved the form and manner of notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures, (e) approved the form and manner of the notice of the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (f) established procedures for objecting to, and determining cure amounts in connection with, the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (g) set a hearing to consider the approval of the Transaction, including the sale of the Debtors’ assets, on _____, 2015 at _____ prevailing Central time (the “Sale Hearing”), (h) established procedures for objecting to the proposed transaction, and (i) granted other relief.

In connection with the Transaction or an Alternative Transaction (as defined in the Purchase Agreement) (as applicable), the Debtors may seek to assume certain executory contracts and unexpired leases (collectively, the “Desired 365 Contracts”) and rights thereunder and assign such executory contracts and unexpired leases and rights thereunder to the Potential Buyer or such other party that proposes an Alternative Transaction (as applicable). **You are receiving this notice because you are identified as a party to one or more Desired 365 Contracts that may be assumed by the Debtors and assigned to the Potential Buyer or such other party that proposes an Alternative Transaction** (the “Alternative Buyer”).

A list of the Desired 365 Contracts, including a description of the Desired 365 Contracts and the maximum amount, if any, that will be paid to cure all defaults and arrearages under such Desired 365 Contract (the “Cure Amount”), is set forth on **Exhibit B** attached hereto. The inclusion of any contract or lease on **Exhibit B** shall not be deemed to be an admission by the Debtors that such contract or lease is an “executory contract” or “unexpired lease” for purposes of Section 365 of the Bankruptcy Code, and the Debtors reserve all rights in connection with same. Such Cure Amounts may be paid directly to you or to certain third parties, as applicable under state law, to cure all defaults and arrearages related to the Desired 365 Contract. **Exhibit B** sets forth the portion of the Cure Amount to be paid to you or to one or more third parties, as applicable. The Debtors proposes to (i) pay all valid and undisputed Cure Amounts as provided in **Exhibit B**, and (ii) establish a cash reserve to satisfy disputed Cure Amounts upon approval by the Court. The Debtors believe that the Potential Buyer or Alternative Buyer (as applicable) provides you adequate assurance of future performance under your respective Desired 365 Contract.

The Debtors are authorized to amend the Assumption Notice by amending Cure Amounts by sending a new or amended Assumption Notice at any time at least five (5) calendar days prior to the Closing (as defined in the Purchase Agreement); provided, however, that counterparties to any Desired 365 Contracts whose Cure Amounts are amended shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended

Assumption Notice to properly object to such Cure Amount amendment. The Debtors are authorized to amend the Assumption Notice by adding or deleting Desired 365 Contracts at any time prior to Closing; provided, however, that counterparties to any such added 365 Contracts shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to the assumption and assignment of their respective Desired 365 Contract and rights thereunder and the applicable Cure Amount.

After the assumption and assignment of your Desired 365 Contract and rights thereunder, the Potential Buyer or the buyer under an Alternative Transaction (as applicable) and their respective subsidiaries will be relieved of any liability to you that accrued or arose before the date of assumption and you shall look solely to the Debtors as to any such liability. Further, your Desired 365 Contract will remain in full force and effect for the benefit of the Potential Buyer or the buyer under an Alternative Transaction (as applicable) in accordance with its terms, notwithstanding any provision in any such Desired 365 Contract which prohibits, restricts or conditions such assignment or transfer thereof or its rights thereunder.

Pursuant to the Bid Procedures Order, objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with this Court and served upon the following parties in accordance with the Transaction Notice or the Assumption Notice, as applicable, on or before _____, prevailing Central time, on _____, 2015 (the “Objection Deadline”): (u) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry A. Perrin, First City Tower, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, (fax) 713.615.5016, hperrin@velaw.com, and Brad Foxman, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, (v) counsel for the Potential Buyer at [name/address], (w) counsel for Second Lien Lenders at [name/address], if any, and (x) the United States Trustee’s Office at Office of the United States Trustee, Attn: Nancy Holley, 315 Rusk Avenue, Suite 3516, Houston, Texas 77002, Nancy.Holley@usdoj.gov, (collectively, the “Notice Parties”).

IF YOU DO NOT OBJECT TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF YOUR DESIRED 365 CONTRACT AND RIGHTS THEREUNDER OR THE CURE AMOUNT OR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BEFORE THE OBJECTION DEADLINE: (I) YOUR DESIRED 365 CONTRACT AND RIGHTS THEREUNDER MAY BE ASSUMED AND ASSIGNED IN WHICH CASE YOU WILL BE DEEMED TO HAVE CONSENTED AND WILL BE BOUND BY ORDER OF THE COURT TO SUCH ASSUMPTION AND ASSIGNMENT; (II) THE POTENTIAL BUYER OR THE BUYER UNDER AN ALTERNATIVE TRANSACTION (AS APPLICABLE) WILL ENJOY ALL OF THE RIGHTS AND BENEFITS UNDER YOUR DESIRED 365 CONTRACT WITHOUT THE NECESSITY

OF OBTAINING YOUR WRITTEN CONSENT TO THE ASSUMPTION AND ASSIGNMENT THEREOF; (III) YOU WILL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS, THE POTENTIAL BUYER, OR THE BUYER UNDER AN ALTERNATIVE TRANSACTION (AS APPLICABLE), OR AN ASSIGNEE THAT ANY ADDITIONAL AMOUNTS, OTHER THAN THE CURE AMOUNT, ARE DUE OR DEFAULTS EXIST UNDER SUCH DESIRED 365 CONTRACT, OR THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH DESIRED 365 CONTRACT FOR THE PERIOD PRIOR TO THE EFFECTIVE DATE; AND (IV) ANY CLAIMS YOU HAVE FILED ON ACCOUNT OF SUCH DESIRED 365 CONTRACT SHALL BE DISALLOWED AND EXPUNGED IN THESE CASES AS TO THE DEBTORS AND THEIR RESPECTIVE BANKRUPTCY ESTATES. PURSUANT TO BANKRUPTCY CODE § 365(K), THE DEBTORS WILL BE RELIEVED OF ANY LIABILITY UNDER OR RELATED TO THE DESIRED 365 CONTRACTS FOR ANY BREACH OF ANY DESIRED 365 CONTRACT OCCURRING AFTER THE ASSIGNMENT OF SUCH CONTRACT.

Any Person (as defined in the Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) will be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

Any Person failing to timely file an objection to any Cure Amounts set forth in the Assumption Notice or the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be forever barred from objecting to the Cure Amounts and from asserting a claim for any cure or other amounts (or asserting that any defaults exist under the Desired 365 Contract as of the date of assumption) against any of the Debtors, their estates, the Potential Buyer or any of their respective affiliates (or such other Person that agrees to purchase any of the Debtors' assets under any Alternative Transaction that is approved by the Bankruptcy Court) with respect to its Desired 365 Contract arising prior to assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contract and will be deemed to consent to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts as provided by such Transaction or Alternative Transaction.

Where a counterparty to a Desired 365 Contract files a timely objection asserting a higher cure amount than the maximum Cure Amount set forth in the Assumption Notice and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or

reserved with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be heard at the Sale Hearing.

If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person must file and serve a notice with all supporting documentation (a "Rights Notice") so that the Rights Notice is actually received by the Notice Parties on or before the Objection Deadline. Each Rights Notice must identify the properties or rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice does not require an exercise of the underlying right asserted and any such right asserted is subject to the terms and conditions of the Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

Any Person failing to timely file and serve a Rights Notice will be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

If any Person timely files and serves a Rights Notice, the Debtors will have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights Notice, any rights asserted are deemed to be disputed and the Debtors are entitled to assert a bona fide dispute exists as to such rights

asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

Copies of the Purchase Agreement, Bid Procedures, and Bid Procedures Order may be downloaded at www.bmcgroup.com/RAAMGlobal or obtained upon receipt of a written request to Moelis & Company, Attn: Bryan Lastrapes and William Harrison, Three Allen Center, 333 Clay St., Suite 3750, Houston, Texas 77002, bryan.lastrapes@moelis.com and Will.Harrison@moelis.com, and Patrick McGrath, 399 Park Ave., 5th Floor, New York, NY 10022, patrick.mcgrath@moelis.com.

Dated: _____, 2015

Respectfully submitted,

VINSON & ELKINS LLP

By: /s/
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ATTORNEYS FOR THE DEBTORS

DRAFT SUBJECT TO CHANGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY,	§	CASE NO. 15-35615
<i>et al.</i>	§	
	§	(Chapter 11)
	§	
DEBTORS.	§	Jointly Administered

ORDER AUTHORIZING AND APPROVING (A) STALKING HORSE PURCHASE AGREEMENT, (B) BIDDING PROCEDURES, (C) PROCEDURES FOR DETERMINING CURE AMOUNTS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (D) RELATED RELIEF

At a hearing on December 2, 2015 (the “Bid Procedures Hearing”), this Court considered the *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* (the “Motion”)¹ filed by RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively, the “Debtors”). The Court hereby finds and determines that:

A. It has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ Capitalized terms that are not defined herein shall have the meanings given to them in the Motion or the Purchase Agreement, as applicable.

B. As reflected in the *Certificate of Service* regarding the Notice of Hearing [Docket No. ____] filed on _____, 2015 and the *Certificate of Service* attached to the Motion [Docket No. ____], the Motion and the notice of the Bid Procedures Hearing has been served on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice), and (ii) the Court's electronic filing system on those parties receiving electronic notice by such system (collectively, the "Notice").

C. The Notice is reasonable and sufficient in light of the circumstances and nature of the relief requested in the Motion, and no other or further notice of the Motion or the Bid Procedures Hearing is necessary. A reasonable and fair opportunity to object to the Motion and the relief granted in this Order has been afforded under the circumstances.

D. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Granting the relief is in the best interests of the Debtors, their estates and creditors.

E. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion as provided herein. Such good and sufficient reasons were set forth in the Motion and on the record at the Bid Procedures Hearing and are incorporated by reference herein and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Debtors have demonstrated a compelling and sound business justification for the relief granted herein.

G. The bid procedures (the "Bid Procedures"), in the form attached hereto as **Exhibit A**, are fair, reasonable and appropriate and are designed to maximize the value of the Debtors' estates.

H. The Asset Purchase Agreement dated as of November 6, 2015 (the “Stalking Horse Purchase Agreement”) was negotiated, proposed and entered into by the Debtors and Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the “Stalking Horse Bidder”) without collusion, in good faith and from arms’ length bargaining positions.

I. The Debtors and the Stalking Horse Bidder each negotiated the Bid Procedures and the Stalking Horse Purchase Agreement in good faith and at arm’s length. The process for the Stalking Horse Bidder’s selection was fair and appropriate under the circumstances and is in the best interests of the Debtors’ estates.

J. The Auction, if held, is necessary to determine whether any person other than the Stalking Horse Bidder is willing to enter into a definitive agreement on terms and conditions more favorable to the Debtors than the Stalking Horse Purchase Agreement.

K. The service of the notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures (the “Transaction Notice”), substantially in the form attached hereto as **Exhibit B**, advising parties of, among other things, (a) the deadline to file objections to the Transaction (or any Alternative Transaction), and (b) the date of the hearing to consider approval of the Transaction (or any Alternative Transaction) (the “Sale Hearing”) are adequate and reasonably calculated to provide due, proper, and timely notice

to all interested parties of (i) the Bid Procedures, (ii) the auction of, and/or transaction involving, the Debtors' assets (the "Auction"), (iii) the deadline to object to the sale and related transactions, (iv) the Sale Hearing in accordance with Bankruptcy Rule 2002 and the applicable provisions of the Bankruptcy Code, and (v) entry of this Order. Except as otherwise set forth herein, no other or further notice is necessary.

L. The service of the notice of the potential assumption and assignment of executory contracts and unexpired leases and rights thereunder (the "Assumption Notice"), substantially in the form attached hereto as **Exhibit C**, is adequate and reasonably calculated to provide due, proper and timely notice to all counterparties of the potential assumption and assignment of their executory contracts and unexpired leases and rights thereunder and the maximum amount that the Debtors may pay to cure all defaults, if any, and to pay all losses and damages that have resulted from defaults, under executory contracts and unexpired leases that the Debtors proposes to assume and assign (collectively, the "Cure Amounts"). Except as otherwise set forth herein, no other or further notice is necessary.

M. The Expense Reimbursement, as approved by this Order, is fair and reasonable and provides a benefit to the Debtors' estates and creditors.

N. The Debtors have demonstrated a compelling and sound business justification for authorizing the payment of the Expense Reimbursement to the Stalking Horse Bidder under the circumstances, including, without limitation, that:

- i. the Expense Reimbursement is the product of negotiations between the Debtors and the Stalking Horse Bidder conducted in good faith and at arm's length, and the Stalking Horse Purchase Agreement (including the Expense Reimbursement) is the culmination of a process undertaken by the Debtors and their professionals to ensure a transaction with a bidder who was prepared to pay the highest or otherwise best purchase price for the Assets (subject to

higher or otherwise better bids) in order to maximize the value of the Debtors' estates;

- ii. the Expense Reimbursement is an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code;
- iii. the Expense Reimbursement is fair, reasonable, and appropriate in light of, among other things, the size and nature of the proposed Sale under the Stalking Horse Purchase Agreement, the substantial efforts that have been and will be expended by the Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtors, their estates, their creditors, and all parties in interest, including, among other things, by increasing the likelihood that the best possible price for the Assets will be received;
- iv. the protection afforded to the Stalking Horse Bidder by way of the Expense Reimbursement was a material inducement for, and express condition of, the Stalking Horse Bidder's willingness to enter into the Stalking Horse Purchase Agreement, and was necessary to ensure that the Stalking Horse Bidder would continue to pursue the proposed acquisition on terms acceptable to the Debtors in their sound business judgment, subject to competitive bidding; and
- v. the offer of the Expense Reimbursement is intended to promote more competitive bidding by inducing the Stalking Horse Bidder's bid, which (a) will serve as a minimum or floor bid on which all other bidders can rely, (b) may prove to be the highest or otherwise best available offer for the Assets, and (c) increases the likelihood that the final purchase price will reflect the true value of the Assets.

O. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Bid Procedures are hereby approved in their entirety in the form attached hereto as **Exhibit A**, and the Debtors are hereby granted the power and authority to take all steps necessary or appropriate to carry out the provisions of this Order and the Bid Procedures. The Bid Procedures are incorporated herein by reference as if fully set forth herein. All actions of the Debtors as authorized herein may be taken by any officer of the Debtors, or any otherwise authorized representative or member of the Board of Directors (as defined in the Bid Procedures). Notwithstanding the foregoing, the consummation of the Transaction or any Alternative Transaction(s) shall remain subject to the entry of an Order approving the sale of the applicable Debtors' assets and related transactions as contemplated in the Motion.

2. The process for submitting Qualified Bids (as defined in the Bid Procedures) is fair, reasonable and appropriate and is designed to maximize recoveries for the benefit of the Debtors' estates, their creditors and other parties in interest. The Debtors may proceed with the Transaction or any Alternative Transaction, as applicable, in accordance with the Bid Procedures. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures. Any disputes as to the selection of a Qualified Bid, Initial Highest Bid (or Initial Highest Bids) and/or Successful Bid (all as defined in the Bid Procedures) shall be resolved by this Court.

3. As described in the Bid Procedures, if the Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek approval of the Stalking Horse Asset Purchase Agreement at the Sale Hearing. If one or more Qualified

Bids is timely received from a Qualified Bidder (other than the Stalking Horse Bidder) in accordance with the Bid Procedures, then the Debtors shall conduct the Auction as set for herein.

4. Pursuant to sections 105, 363, 364, 503, and 507 of the Bankruptcy Code, the Debtors are hereby authorized, empowered, and directed to pay the Expense Reimbursement to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Purchase Agreement without further order of this Court. The dollar amount of the Expense Reimbursement is hereby approved. The Expense Reimbursement shall be allowed as administrative expense claims in each of the Debtors' cases as super-priority administrative expense priority obligations of each Debtor under section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of any kind, including those specified in sections 503(b) or 507(b) of the Bankruptcy Code. In the event that an Alternative Transaction is consummated, the Debtors shall pay the Expense Reimbursement to the Stalking Horse Bidder contemporaneously with the consummation of the Alternative Transaction or within three (3) business day thereafter.

5. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, "topping," termination, or other similar fee or payment.

6. The Transaction Notice, in the form attached hereto as **Exhibit B**, is hereby approved. Within three (3) business days after the Court enters this Order, the Debtors shall serve the Transaction Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, (ii) the parties identified on the Creditor Matrix filed in these Cases at the addresses set forth therein, (iii) the parties that have filed proofs of claim in these Cases at the addresses set forth in the respective proofs of claim, (iv) the

counterparties to executory contracts and unexpired leases to be assumed and assigned pursuant to the Transactions, (v) known holders of liens and security interests in the Debtors' assets, (vi) all known environmental and regulatory agencies having jurisdiction over any of the Debtors' assets, including the Environmental Protection Agency, (vii) all known taxing authorities having jurisdiction over any of the Debtors' assets, including the Internal Revenue Service, (viii) all parties who have filed a written request for notice in any of the Cases pursuant to Bankruptcy Rule 2002, and (ix) all other known parties who have expressed an interest in acquiring the Debtors' assets; and (b) the Court's electronic filing system on those parties receiving electronic notice by such system.

7. Within three (3) business days after the Court enters this Order, the Debtors shall place a conspicuous copy of the Transaction Notice on Debtors' claim agent's main website at www.bmcgroup.com/RAAMGlobal. Service of such Transaction Notice as approved and set forth herein shall be deemed proper, due, timely, good, and sufficient notice of, among other things, the entry of this Order, the Bid Procedures, the Auction (if required under the Bid Procedures), the Sale Hearing, and the proposed Transaction or any Alternative Transaction, including the transferring of the right, title and interest in, to and under the applicable assets of the Debtors free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (if applicable), and the procedure for objecting thereto, and no other or further notice is necessary.

8. The form of Assumption Notice attached hereto as **Exhibit C** is approved. In combination with the Transaction Notice, the Assumption Notice (a) contains the type of information required under Bankruptcy Rule 2002 that is currently known to the Debtors, and (b)

is reasonably calculated to provide due, adequate and timely notice to all interested parties of (i) the potential assumption and assignment of executory contracts and unexpired leases and rights thereunder, (ii) the maximum amount and manner offered to satisfy the Cure Amounts, (iii) the deadline to file objections to such assumption and assignment, applicable Cure Amounts, and the existence of any defaults and/or adequate assurance of future performance.

9. Within three (3) business days after the Court enters this Order, the Debtors shall serve the Assumption Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, and (ii) all counterparties to executory contracts and unexpired leases that may be assumed by the Debtors pursuant to Bankruptcy Code § 365 and that the Stalking Horse Bidder desires (or may desire) to be assigned by the Debtors (the “Desired 365 Contracts”); and (b) the Court’s electronic filing system on those parties receiving electronic notice by such system. Service of such Assumption Notice as approved and set forth herein shall be deemed proper, due, timely, good, and sufficient notice of, among other things, the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, the Cure Amounts, and the procedures for objecting thereto, and no other or further notice is necessary.

10. The Sale Hearing shall be held on _____, 2015 at _____ prevailing Central Time in the courtroom of this Court.

11. Objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with

specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with this Court and served upon the following parties in accordance with the Transaction Notice or the Assumption Notice, as applicable, on or before _____, prevailing Central time, on _____, 2015 (the “Objection Deadline”): (u) counsel for the Debtors at Vinson & Elkins LLP, Attn: Harry A. Perrin, First City Tower, 1001 Fannin, Suite 2500, Houston, Texas 77002-6760, (fax) 713.615.5016, hperrin@velaw.com, and Brad Foxman, 2001 Ross Avenue, Suite 3700, Dallas, Texas 75201, bfoxman@velaw.com, (v) counsel for the Stalking Horse Bidder at [name/address], (w) counsel for Second Lien Lenders at [name/address], if any, and (x) the United States Trustee’s Office at Office of the United States Trustee, Attn: Nancy Holley, 315 Rusk Avenue, Suite 3516, Houston, Texas 77002, Nancy.Holley@usdoj.gov, (collectively, the “Notice Parties”).

12. The Debtors are authorized to amend the Assumption Notice by amending Cure Amounts by sending a new or amended Assumption Notice at any time at least five (5) calendar days prior to the Closing; provided, however, that counterparties to any Desired 365 Contracts whose Cure Amounts are amended shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to such Cure Amount amendment. The Debtors are authorized to amend the Assumption Notice by adding or deleting Desired 365 Contracts at any time prior to the Closing; provided, however, that counterparties to any such added 365 Contracts shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice

to properly object to the assumption and assignment of their respective Desired 365 Contract and rights thereunder and the applicable Cure Amount.

13. Any Person (as defined in the Stalking Horse Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) shall be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

14. Any Person failing to timely file an objection to any Cure Amounts set forth in the Assumption Notice or the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts shall be forever barred from objecting to the Cure Amounts and from asserting a claim for any cure or other amounts (or asserting that any defaults exist under the Desired 365 Contract as of the date of assumption) against any of the Debtors, their estates, the Stalking Horse Bidder or any of their respective affiliates (or such

other Person that agrees to purchase any of the Debtors' assets under any Alternative Transaction that is approved by the Bankruptcy Court) with respect to its Desired 365 Contract arising prior to assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contract and will be deemed to consent to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts as provided by such Transaction or Alternative Transaction.

15. Where a counterparty to a Desired 365 Contract files a timely objection asserting a higher cure amount than the maximum Cure Amount set forth in the Assumption Notice and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be heard at the Sale Hearing.

16. If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person shall file and serve a notice with all supporting documentation (a "Rights Notice") so that the Rights Notice is actually received by the Notice Parties on or before the Objection Deadline. Each Rights Notice must identify the properties or

rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice shall not require an exercise of the underlying right asserted and any such right asserted shall be subject to the terms and conditions of the Stalking Horse Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

17. Any Person failing to timely file and serve a Rights Notice shall be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth

in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

18. If any Person timely files and serves a Rights Notice in accordance with this Order, the Debtors shall have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights Notice, any rights asserted shall be deemed to be disputed and the Debtors shall be entitled to assert a bona fide dispute exists as to such rights asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

19. Any Person desiring to submit a bid for the Debtors' right, title and interest in, to and under any of the Debtors' assets must comply with the Bid Procedures and shall not be permitted to participate at the Auction unless such Person is an Auction Participant (as defined in the Bid Procedures).

20. Notwithstanding Bankruptcy Rules 6004, 6006 or otherwise, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. To the extent applicable, the stays described in Bankruptcy Rules 6004(h) and 6006(d) are hereby waived.

21. The terms of this Order shall control to the extent of any conflict with the Motion.

22. This Order shall become effective immediately upon its entry.

23. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

SIGNED this _____ day of _____, 2015

UNITED STATES BANKRUPTCY JUDGE
MARVIN ISGUR

Submitted By:

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PROPOSED ATTORNEYS FOR THE DEBTORS

DRAFT SUBJECT TO REVISION

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	x	
	:	
RAAM GLOBAL ENERGY	:	Chapter 11
COMPANY, <i>et al.</i> , ¹	:	
	:	Case No. 15-35615
Debtors.	:	
	x	Jointly Administered

ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL SUBSTANTIALLY ALL OF THEIR PROPERTY FREE AND CLEAR OF ALL RIGHTS, LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and after a hearing on [●], 2015 (the “Sale Procedures Hearing”), the Court having entered an order [Docket No. [●]] (the “Bidding Procedures Order”) approving, among other things, the process and procedures attached to the Bidding Procedures Order as **Exhibit 1** and incorporated therein by reference (the “Sale Procedures”) to determine the highest or otherwise best offer for the sale of the Assets (such transaction, the “Sale”); and the Auction (as defined herein) having been held in accordance with the Bidding Procedures Order; and at the conclusion of the Auction, [●] (the “Buyer”) having been chosen as the Buyer;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are RAAM Global Energy Company [2973], Century Exploration New Orleans, LLC [4948], Century Exploration Houston, LLC [9624], and Century Exploration Resources, LLC [7252].

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the APA (as defined herein), as applicable.

and the Court having conducted a hearing on the Motion and having heard the statements in support of the relief requested therein at the hearing before the Court on [●], 2015 (the “Sale Hearing”); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Asset Purchase and Sale Agreement (the “APA”) attached hereto as **Exhibit A**; and the Court having considered the Motion, and the arguments of counsel made, and the evidence adduced, at the Sale Procedures Hearing and the Sale Hearing; and upon the record of the Sale Procedures Hearing and the Sale Hearing and these chapter 11 cases, and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, and after due deliberation and sufficient cause appearing therefore, the Court finds that good cause exists to grant the relief requested in the Motion and therefore, **THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**³

A. This Court has jurisdiction over the Motion and over the property of the Debtors’ estates, including the Assets to be sold, transferred or conveyed pursuant to the APA, and the sale contemplated by the APA pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

³ 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 following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing or in the Bidding Procedures Order are incorporated herein.

B. The statutory predicates for the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Bankruptcy Rule 6004-1.

C. Notice of, and a reasonable opportunity to object or be heard with respect to, the Motion, the Auction, and the Sale Hearing has been afforded to all known interested entities, including: (i) the Office of the United States Trustee for the Southern District of Texas; (ii) all known creditors of the Debtors; (iii) any party who has requested notice pursuant to Bankruptcy Rule 2002; (iv) the Internal Revenue Service; (v) all other applicable state and federal taxing authorities having jurisdiction over the Assets; (vi) the United States Environmental Protection Agency and any applicable state environmental agency, including but not limited to the Bureau of Ocean Energy Management; (vii) the counterparties to each of the Assigned Contracts; (viii) all other parties known to Debtors who have or may have asserted liens against any of the Assets; (ix) all other entities known to have expressed an interest in a transaction with respect to all or part of the Assets; and (x) other parties through publication of such notice, all in accordance with and as provided by the Bidding Procedures Order.

D. Notice of the Motion, the Auction, and the Sale Hearing was adequate and sufficient under the circumstances of these chapter 11 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Bidding Procedures Order. A reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein was afforded to all interested persons and entities. The Debtors also gave due and proper notice of the potential assumption and assignment of each of the Assigned Contracts to each non-debtor party under such Desired 365 Contract. No other or further notice of the Motion, the Auction, or the Sale

Hearing is required. The disclosures made by the Debtors concerning the Motion, the Auction, and the Sale Hearing were good, complete, and adequate. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

E. The Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

F. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sale process, including, without limitation, (i) approval of the sale of the Assets to the Buyer and (ii) approval of the assumption and assignment of executory contracts and unexpired leases required by the Buyer.

G. The Debtors and their advisors marketed the Assets and conducted the marketing and sale process (including the Auction) as set forth in the Motion and in accordance with the Bidding Procedures Order. Based upon the record of these proceedings and as demonstrated by evidence proffered or adduced at the Sale Hearing, all creditors and other parties in interest, and all prospective purchasers, have been afforded a full, fair, and reasonable opportunity to bid for the Assets, participate in the Auction, and submit their highest or otherwise best bid to purchase the Assets and be heard on the Motion.

H. The Debtors and their advisors have complied in all respects with the Bidding Procedures Order. In that regard, the Debtors (i) considered all bids submitted on or before the Bid Deadline; (ii) negotiated with all bidders up to and including the Auction; and (iii) conducted the Auction in accordance with the Sale Procedures. The Auction was conducted in a manner that was reasonably certain to achieve the highest and best bid for the Assets.

I. At the conclusion of the auction held on [●], 2015 (the “Auction”), the Debtors announced that they had determined that the bid submitted by the Buyer was the highest and best bid, and that the Buyer was the Prevailing Bidder in accordance with the Bidding Procedures Order.

J. Upon entry of this Order, the Debtors: (i) have full power and authority to execute the necessary documents to effectuate the Sale; (ii) have all of the power and authority necessary to consummate the Sale with the Buyer; (iii) have taken all corporate action necessary to authorize and approve the Sale, the applicable documents, and the consummation by the Debtors of the transactions contemplated thereby; and (iv) have no consents or approvals, other than those expressly provided for in the APA and the entry of this Order, required for the Debtors to consummate the Sale.

K. The APA and the sale contemplated thereby represent a fair and reasonable offer to purchase the Assets under the circumstances of these chapter 11 cases. No other entity or group of entities has offered to purchase the Assets with a higher or otherwise better offer than the Buyer.

L. The relief requested in the Motion (including, without limitation, the approval and consummation of the Sale of the Assets pursuant to section 363 of the Bankruptcy Code) is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest in these cases. In addition, a Sale of the Assets is necessary to preserve and maximize value and avoid continuing losses to the Debtors’ estates.

M. The Debtors have exercised sound business judgment in deciding to sell the Assets to the Buyer, including in light of the facts that (i) the bid submitted by the Buyer constitutes the highest or otherwise best bid for the Assets, as established by, among other things,

the Auction; (ii) the APA and the closing of the transactions contemplated thereby will present the best opportunity to realize the highest value for the Assets; and (iii) without the Sale, there will be continuing losses to the detriment of the Debtors' estates, creditors, and parties in interest.

N. As of the Petition Date, the Debtors under the First Lien Loan Documents (as defined in the Final Cash Collateral Order) were justly and lawfully indebted and liable, without defense, counterclaim, or offset of any kind, to the First Lien Secured Parties (as defined in the Final Cash Collateral Order) in the aggregate principal amount of approximately \$[] in respect of loans and other financial accommodations made pursuant to, and in accordance with, the First Lien Loan Documents, plus accrued and unpaid interest, the Applicable Premium (as such term is defined in the First Lien Credit Agreement), indemnities, fees, costs and expenses including, without limitation, attorney's fees, agent's fees, other professional fees and disbursements, and other obligations owing under the First Lien Loan Documents (collectively, the "Prepetition Secured Claim").

O. Pursuant to the APA and sections 363(b) and 363(k) of the Bankruptcy Code, the Buyer credit bid in an amount equal to [\$] million (the "Credit Bid"). The Credit Bid is valid and proper under the Bankruptcy Code, as set forth in the Bidding Procedures Order.

P. The total consideration (including the Credit Bid) provided by the Buyer for the Assets is the highest or otherwise best bid received by the Debtors, and the Purchase Price constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other

applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Assets.

Q. The Debtors and the Buyer, including their agents and representatives, negotiated the APA and the other related documents in good faith, without collusion or fraud, and at arms' length within the meaning of section 363(m) of the Bankruptcy Code and otherwise have proceeded in good faith in all respects in connection with this proceeding in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other entity interested in acquiring the Assets; (ii) the Buyer complied with all of the provisions of the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the sale contemplated by the APA have been disclosed; (v) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the APA and the sale contemplated thereby was at arms' length and in good faith. As a result of the foregoing, the Debtors and the Prevailing Bidder are entitled to the full protections of section 363(m) of the Bankruptcy Code.

R. None of Buyer or any of their respective affiliates, present or contemplated members, officers, directors, partners, shareholders, or any of their respective heirs, successors, and assigns is an "insider" or an "affiliate" of the Debtors as those terms are defined in section 101 of the Bankruptcy Code.

S. By consummating the sale pursuant to the APA and the sale contemplated thereby, the Buyer is not a mere continuation of the Debtors or their estates and there is no continuity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a

continuation of the Debtors. The Buyer is not a successor to the Debtors or their estates and the sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and any of the Debtors.

T. The consideration (including any credit bid) provided by the Buyer for the Assets pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

U. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided or otherwise challenged under section 363(n) of the Bankruptcy Code.

V. The Sale Procedures set forth in the Bidding Procedures Order were non-collusive, in good faith, and substantively and procedurally fair to all parties, including with respect to credit bidding.

W. The APA and the related sale documents were not entered into, and the Sale will not be consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, of the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or the related sale documents or is consummating the Sale with any fraudulent or otherwise improper purpose.

X. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances, for this Court to approve the Agreement and consummation of the Sale at this time pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization preserves the value of the

Assets, prevents the harm to the Assets absent the Sale, and maximizes the Debtors' estates for the benefit of their stakeholders. The sale of the Assets outside a chapter 11 plan pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The sale of the Assets does not constitute a *sub rosa* chapter 11 plan.

Y. If the Debtors did not sell the Assets free and clear of all encumbrances and interests (other than the Assumed Obligations and the Permitted Encumbrances), such a sale would have yielded substantially lower value for the Debtors' estates, with less certainty than the Sale. The Buyer would not have submitted a bid and would not consummate the Sale or the transactions contemplated by the Sale, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale were not free and clear of all Interests, Liens, and/or Claims (as defined herein) (other than the Assumed Obligations and the Permitted Encumbrances), or if the Buyer would, or in the future could, be liable for any of the Interests, Liens, and/or Claims.

Z. The Debtors may sell the Assets free and clear of all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. All holders of Interests, Liens, and/or Claims that did not object or withdrew their objections to the Sale or the Motion are deemed to have consented to the Sale and the Motion pursuant to section 363(f)(2) of the Bankruptcy Code. In addition, all holders of Interests, Liens, and/or Claims that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

AA. The Sale is or will be a legal, valid, and effective transfer of the Assets to the Buyer, vesting the Buyer with all of the Debtors' right, title, and interest of, in, and to the Assets

on the Closing, free and clear of (i) all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances) and (ii) all Retained Obligations, pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code.

BB. Each and every provision of the Assigned Contracts or applicable non-bankruptcy law that purport to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contracts have been satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code.

CC. Upon payment of the Cure Costs to the relevant counterparty, there are no outstanding defaults of the Debtors and their estates under the Assigned Contracts.

DD. The Buyer has demonstrated adequate assurance of future performance of all Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

EE. Upon assignment and sale to the Buyer, the Assigned Contracts shall be deemed to be valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order.

FF. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets, it is essential that the sale of the Assets occur within the time constraints set forth in the APA. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d).

GG. The Sale contemplated by the APA is in the best interests of the Debtors and their estates, creditors, interest holders, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The APA and the Sale of the Assets to the Buyer are hereby approved, and the Debtors are authorized to undertake any and all actions necessary or appropriate to effectuate the terms of the APA and consummate the Sale.

2. Notice of the Motion, the Auction, the Sale Hearing, and the sale contemplated by the APA was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Approval of the Sale Documents and Actions Relating Thereto

3. The Buyer's offer for the Assets, as embodied in the APA, is the highest or otherwise best offer for the Assets.

4. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Sale, the APA, all ancillary sale documents, and the consummation of the transactions contemplated thereby are approved and authorized in all respects.

5. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to take any and all actions necessary or appropriate to: (a) sell the Assets to the Buyer; (b) consummate the Sale in accordance with and subject to the terms and conditions of the APA and this Order; (c) convey title to, and to transfer and assign all right, title, and interest (including, without limitation, common law rights) in and to the Assets in accordance with and subject to the terms and conditions of the APA and this Order; (d) assume and assign the Assigned Contracts; and (e) execute and deliver, perform under, consummate, implement, and fully close the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the sale, including, without limitation, any ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such ancillary documents.

6. The Debtors, their officers, employees, and agents are authorized to execute and deliver, and are empowered to perform under, consummate, and implement, the APA together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale and to take all further actions as may be reasonably requested by the Buyer for the purposes of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the APA, or as may be necessary to effectuate the terms of this Order.

7. Subject to the terms and conditions of this Order, all entities that are in possession of some or all of the Assets on the Closing Date are directed to surrender possession of such Assets to the Buyer or its assignee on the Closing Date.

8. This Order and the APA shall be binding in all respects upon the Debtors, their estates, affiliates, and subsidiaries, all creditors of (whether known or unknown), and holders of equity interests in, the Debtors; any and all affected third parties, including, without limitation, all persons asserting an Interest, Lien, and/or Claim relating to or in the Assets; all successors and assigns of the Buyer; the Debtors and their affiliates and subsidiaries and any subsequent trustee, examiner, or other fiduciary appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code; and all contractual counterparties to the Debtors. The APA shall not be subject to rejection.

9. The terms and provisions of the APA and this Order shall inure to the benefit of the Debtors, their estates, and their creditors; the Buyer and its respective affiliates, successors, and assigns; and any affected third parties, including, without limitation, all entities asserting any Interests, Liens, and/or Claims in the Assets to be sold to the Buyer pursuant to the APA,

notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Transfer of the Assets

10. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the occurrence of the Closing Date, and in accordance with the APA, the Assets shall be transferred to the Buyer free and clear of all pre-Closing interests, liens, and/or claims (other than the Assumed Obligations and the Permitted Encumbrances), including, without limitation, the following:

- liens (including, without limitation, as that term is defined in the APA and including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, encumbrances, easements, servitudes, proxy, voting trust or agreement;
- interests, obligations, liabilities, demands, agreements, guaranties, options, restrictions, contractual or other commitments;
- rights, including, without limitation, rights of first refusal, rights of offset, rights to use, contract rights, recoupment rights, and rights of recovery;
- judgments and/or decrees of any court or foreign or domestic governmental entity (to the extent permitted by law);
- charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Assets, including, without limitation, consent of any person or entity to assign or transfer any of the Assets;
- debts arising in any way in connection with any agreements, acts, or failures to act of the Debtors or any of the Debtors' predecessors or affiliates;
- claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, exoneration claims, alter-ego claims, environmental claims (including claims that may be secured or

entitled to priority under the Bankruptcy Code), tax claims, reclamation claims, and pending litigation claims; and

- matters of any kind and nature whatsoever, in each instance for all of the foregoing, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the foregoing shall be referred to herein as the “Interests, Liens, and/or Claims”).

The transfer of the Assets to the Buyer pursuant to the APA shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Assets, and vests with or will vest in the Buyer all right, title, and interest of the Debtors in the Assets, free and clear of all Interests, Liens, and/or Claims of any kind or nature whatsoever (other than the Assumed Obligations and the Permitted Encumbrances).

11. Upon the occurrence of the Closing Date, except for the express rights and obligations of the Debtors and the Buyer under the APA after the Closing Date, the Debtors, to the extent permitted by law, are hereby deemed to have irrevocably and unconditionally released, remised, and forever discharged the Buyer and its current and former affiliates, and the Buyer’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, from any and all any and all claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens,

indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise (collectively, the “Causes of Action”),⁴ whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such entity would have been legally entitled to assert (whether individually or collectively), which the Debtors or its affiliates might now or subsequently may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Assets, the Assigned Contracts, the Sale, the negotiation and documentation thereof, the transactions contemplated thereby, and the agreements and ancillary documents memorializing and effectuating such sale (including, without limitation, the APA, but excluding the express rights and obligations of the Debtors and the Buyer under the APA after the Closing Date).

12. Upon the occurrence of the Closing Date and notwithstanding anything herein to the contrary, the Buyer, Wilmington Trust, National Association, as Administrative Agent under the Credit Agreement, and the other Secured Parties (as defined in the Credit Agreement) (collectively, the “Buyer Releasing Parties”), are hereby deemed to have irrevocably and unconditionally released, remised, and forever discharged the Cash Portion of the Base Consideration from any and all claims, interests, damages, remedies, Causes of Action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever,

⁴ Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, whether known or unknown, that such entity would have been legally entitled to assert (whether individually or collectively), which such entity or its affiliates might now or subsequently may have, except as provided under the APA. The Buyer Releasing Parties shall have no recourse to the Cash Portion of the Base Consideration. The Cash Portion of the Base Consideration shall fund the Sale Carve Out (as defined under the Final Cash Collateral Order, as may be amended), and any debtor-in-possession financing order.

13. Upon the occurrence of the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Assets or a bill of sale transferring good and marketable title in such Assets to the Buyer. Upon the occurrence of the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete and general assignment of all right, title, and interest of the Debtors and their estates to the Buyer in the Assigned Contracts. For the avoidance of doubt, the Excluded Assets are not included in the Assets.

14. Upon the occurrence of the Closing Date, all persons and entities, including, without limitation, all holders of Interests, Liens, and/or Claims or other rights; debt security holders; equity security holders; governmental, tax, and regulatory authorities; lenders; and trade and other creditors of the Debtors, are permanently and forever barred, estopped, and enjoined from asserting any Interests, Liens, and/or Claims or enforcing remedies, or commencing or continuing in any manner an action or other proceeding of any kind, against the Buyer or the

Assets on account of any of the Interests, Liens, Claims, Retained Obligations, or Excluded Assets (other than the Assumed Obligations and the Permitted Encumbrances).

15. Following the Closing Date, no holder of any Interest, Lien, and/or Claim against the Debtors or in the Assets (other than the Assumed Obligations and the Permitted Encumbrances) shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such Interest, Lien, and/or Claim, or any actions that the Debtors may take in the chapter 11 cases.

16. This Order is and shall be effective as a determination that all Interests, Liens, and/or Claims (other than the Assumed Obligations and the Permitted Encumbrances), shall be, and hereby are, released with respect to the Debtors' interest in the Assets as of the Closing Date. If any person or entity that has filed liens, financing statements, mortgages, mechanics' liens, *lis pendens* or other documents or agreements evidencing Interests, Liens, and/or Claims against or in the Assets (other than the Assumed Obligations and the Permitted Encumbrances) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, unconditional releases of all Interests, Liens, and/or Claims that the person or entity has with respect to the Assets, or otherwise, the Buyer is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf and in the name of the person or entity with respect to the Assets or the Buyer may file, register, or record a certified copy of this Order in any place where such instruments would or could be filed, and such filing shall constitute conclusive evidence of the release of Interests, Liens, and/or Claims on the Assets as of the Closing Date.

17. The Buyer and their affiliates shall have no obligation to pay wages, bonuses, severance or vacation pay, benefits (including, without limitation, contributions or payments on

account of any under-funding with respect to any and all pension plans) or any other payment to employees or former employees of the Debtors (including, without limitation, any liability under the WARN Act), except as set forth in the APA during the period from and after the Closing Date. The Buyer and their affiliates shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtors are a party (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Buyer and their Affiliates shall in no way be deemed a party to or assignee of any such agreement, and no employee of the Buyer or their Affiliates shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Buyer or their Affiliates any and all claims arising from or relating to such agreement.

18. Any amounts that become payable by the Debtors to the Buyer pursuant to the APA and any related agreements executed in connection therewith shall (a) notwithstanding paragraph 12 hereof, (b) constitute superpriority administrative expense claims in favor of the Buyer having priority over any and all administrative expenses of the kind specified in sections 503(b) and/or 507(a)(2) of the Bankruptcy Code, (c) not be altered, amended, discharged or affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer, and (d) be paid by the Debtors in the time and manner provided for in the APA or such related agreements without further order of this Court. None of the Ancillary Agreements will be altered, amended, rejected, discharged or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases without the prior written consent of the Buyer.

19. All non-debtor entities who are presently, or on the Closing may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to Buyer on the Closing or as soon as practicable thereafter.

20. All entities are hereby forever prohibited and permanently barred, estopped, and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to the Buyer in accordance with the terms of the APA and this Order or from otherwise taking any action or inaction that is inconsistent with the terms of this Order.

21. No government unit may revoke or suspend any right, license, trademark, or other permission relating to the use of the Assets, transferred or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, transferred to the Buyer as of the Closing Date.

22. Nothing in this Order, the APA, or any sale transaction entered into pursuant to this Order, releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of the Debtors' Real Property Interests after the Closing Date; provided, that, notwithstanding such provision, nothing herein shall be construed to permit a governmental unit to obtain penalties, fines, or other fees from the Buyer for days of violations of any environmental law or regulation that occurred prior to the Closing Date as a result of the

operation of the Assets. The Buyer reserves and may assert any and all rights and defenses other than asserting that it is free of such liability on account of the Order, the APA, or any related transaction entered into pursuant to this Order with respect to any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of the Debtors' Real Property Interests after the Closing Date. Nothing in this Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with requirements for such action under environmental statutes or regulations. Notwithstanding the foregoing sentence, nothing in this Order shall be interpreted to impose liability on the Buyer for penalties, fines, or other fees for days of violation prior to the Closing Date under environmental laws or regulations or otherwise or shall constitute an admission of liability by the Buyer under environmental laws or regulations. Nothing in this Order modifies any requirements or defenses under section 525 of the Bankruptcy Code.

23. The Sale of the Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 liquidating plan for the Debtors. The Sale does not constitute a *sub rosa* plan.

24. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or the order confirming any such chapter 11 plan shall conflict with or degrade from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

25. Upon the closing of the transactions contemplated by the APA, the Buyer shall not be deemed to: (a) be the successor or alter ego of the Debtors under doctrines of successor

liability, alter ego, or otherwise; (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors.

Desired 365 Contracts

26. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Buyer of the Desired 365 Contracts, and the Buyer's assumption thereof on the terms set forth in the APA, each is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

27. Pursuant to section 365(f) of the Bankruptcy Code, notwithstanding any provision of any Desired 365 Contract or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Desired 365 Contract, the Debtors are authorized to assume and assign the Desired 365 Contracts to the Buyer, which assignment shall take place on, and be effective as of, the Closing or as otherwise provided by order of this Court.

28. The Buyer is able to provide and has provided adequate assurance of future performance under the relevant Desired 365 Contracts within the meaning of section 365 of the Bankruptcy Code.

29. Upon the assumption of the Desired 365 Contracts by the Debtors and assignment to the Buyer, the Desired 365 Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order. As of the Closing Date, subject to the provisions of this Order, the Buyer shall succeed to the entirety of the Debtors' rights and obligations in the Desired 365 Contracts first arising and attributable to the time period occurring on or after the Closing Date and shall have all rights thereunder.

30. At any time prior to a hearing on confirmation of a plan of reorganization or liquidation, Buyer may designate any 365 Contract that has not been rejected as a Desired 365 Contract and upon receipt of any such notice the Debtors shall use commercially reasonable efforts to effect the assumption of such 365 Contract by the Debtors in accordance with the Bankruptcy Code and, if the Debtors are successful in effecting such assumption as of Closing, such 365 Contract shall become a Desired 365 Contract and transferred and conveyed to Buyer or Buyer's Designated Entity (as applicable) as an Assigned Contract. The Base Consideration shall be increased by an amount equal to the Cure Costs of each Desired 365 Contract assumed (and paid) by Seller and conveyed to Buyer or Buyer's Designated Entity (as applicable), for the sole purpose of funding the Cure Costs, and, to the extent that such assumption and assignment is effectuated after the Closing, the Buyer shall promptly reimburse the Debtors in the amount of the increase in the Base Consideration relating to any additional Cure Costs; *provided, however* that any excess funds provided for Cure Costs shall be returned to the Buyer. Buyer may revise Schedule **Error! Reference source not found.** of the APA by (i) subtracting Desired 365 Contracts at any time prior to Closing or (ii) adding Desired 365 Contracts that have not previously been rejected at any time prior to a hearing on confirmation of a plan of reorganization or liquidation. Notwithstanding the foregoing, Buyer may not add or subtract Desired 365 Contracts that are oil and gas leases.

31. Upon the Closing Date, (a) all defaults (monetary and non-monetary) under the Desired 365 Contracts through the Closing Date shall be deemed cured and satisfied through the payment of the Cure Costs payable by the Buyer in respect of the Desired 365 Contracts as determined by this Order, (b) no other amounts will be owed by the Debtors, their estates, or the Buyer with respect to amounts first arising or accruing during, or attributable or related to, the

period before the Closing Date with respect to the Desired 365 Contracts, and (c) any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtors, their estates, or the Buyer that any additional amounts are due or defaults exist under the Desired 365 Contracts that arose or accrued during, or relate or are attributable to, the period before or as of the Closing Date. Pursuant to Bankruptcy Code § 365(k), the Debtors are hereby relieved of any liability under or related to the Desired 365 Contracts for any breach of any Desired 365 Contract occurring after the assignment of such contract.

32. Any entity having the right to consent to the assumption or assignment of any Assigned Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

33. All counterparties to the Desired 365 Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for, any instruments, applications, consents, or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

34. Neither the Buyer nor any of its successors shall be responsible for any Interests, Liens, and/or Claims or have any obligations arising out of any of the contracts, agreements, or understandings that are Excluded Contracts (except as specifically provided in the APA).

Miscellaneous Provisions

35. The consideration (including any credit bid) provided by the Buyer for the Assets pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair

consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

36. The Sale has been undertaken by the Buyer in good faith and the Buyer is a “good faith purchaser” of the Assets as that term is used in section 363(m) of the Bankruptcy Code. The Buyer is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

37. Nothing contained in any chapter 11 plan confirmed in these cases or the confirmation order confirming any plan shall conflict with or derogate from the provisions of this Order.

38. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented through a written document signed by the Parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors’ estates.

39. Nothing contained in this Order or the APA is intended or shall be deemed to vary, modify, alter, or supersede in any way the terms of the Cash Collateral Orders.

40. The failure to specifically include, or make reference to, any particular provision of the APA or a related sale document in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA and the related sale documents are authorized and approved in their entirety.

41. To the extent that any provision of this Order is inconsistent with the terms of the APA (including all ancillary documents executed in connection therewith), this Order shall govern.

42. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the APA in all respects and to decide any disputes arising between the Debtors and the Buyer, and/or their respective successors and assigns, with respect thereto.

43. The provisions of this Order are nonseverable and mutually dependent.

44. Notwithstanding Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the APA at any time. The Sale transactions contemplated by the APA are undertaken by the Buyer in good faith, as that term is used 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 Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Desired 365 Contracts), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

Dated: _____, 2016
Houston, Texas

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE