

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

In re:)	Chapter 11
)	
ADAMS RESOURCES EXPLORATION CORPORATION, ¹)	Case No. 17-10866 (KG)
)	
Debtor.)	Re: D.I. 83

**ORDER (A) AUTHORIZING THE SALE OF CERTAIN
OF THE DEBTOR’S OIL AND GAS ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND
OTHER INTERESTS; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Sale Motion”)² of Adams Resources Exploration Corporation (the “Debtor”), for entry of an order, among other things: (i) approving the asset purchase agreement attached hereto as **Exhibit A** (the “APA”) between the Debtor and Sequitur Permian, LLC (“Sequitur” or the “Purchaser”), one of the Prevailing Bidders at the Auction, (ii) authorizing the sale of the Debtor’s oil and gas assets identified in Section 2.1 of the APA (the “Sequitur Acquired Assets”) to Sequitur free and clear of all liens, claims, encumbrances and other interests (as more fully defined in paragraph 8 below, the “Encumbrances”), and (iii) granting other related relief; and this Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtor in the Sale Motion at a hearing before this Court on August 1, 2017 (the “Sale Hearing”); and it appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause therefor:

¹ The Debtor in this chapter 11 case, along with the last four digits of Debtor’s federal tax identification number, is Adams Resources Exploration Corp. (9131). The location of the Debtor’s corporate headquarters and service address is: 17 S. Briar Hollow Lane, Suite 100, Houston, TX 77027.

² Unless otherwise stated, all capitalized items not defined herein shall have the same meaning as set forth in the Sale Procedures, the Sale Procedures Order (both as defined below) and/or the Sale Motion.

THE COURT HEREBY FINDS THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This 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.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). This Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m), 365 of the Bankruptcy Code; Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014 and Del. Bankr. L.R. 6004-1.

D. This Court entered its *Order (A) Approving Sale Procedures in Connection with the Sale of Substantially All of the Debtor's Oil and Gas Assets, (B) Scheduling an Auction and Hearing to Approve the Transaction and Approving the Form and Manner of Notice Thereof, and (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts* on May 24, 2017 (the "Sale Procedures Order") [Docket No. 71].

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.

Notice of the Sale, Auction and Sale Hearing

E. Actual written notice of the Sale Hearing, the Auction, the Sale Motion, and the Sale, and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to parties in interest, including the following parties: (i) the Office of the United States Trustee for the District of Delaware; (ii) all taxing authorities having jurisdiction over any of the Sequitur Acquired Assets, including the Internal Revenue Service; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Attorneys General in the states where any of the Sequitur Acquired Assets are located (v) the Debtor's twenty largest unsecured creditors and/or their counsel; (vi) counsel to the DIP Lender; (vii) the United States Environmental Protection Agency; (viii) state environmental agencies in the jurisdictions where any of the Sequitur Acquired Assets are located; (ix) the Securities Exchange Commission; (x) the counterparties to each of the Debtor's contracts and leases that may be assumed and assigned; (xi) all Persons known or reasonably believed to have expressed a bona fide interest in acquiring the Sequitur Acquired Assets; and (xii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

F. In accordance with the Sale Procedures Order, the Debtor served the *Notice of Bid Deadline, Objection Deadlines, Auction and Sale Hearing* (the "Sale Notice") [Docket No. 85] on all Notice Parties, which provided timely and proper notice of the Sale, the Sale Hearing and the Auction.

G. As evidenced by the declarations of service previously filed with this Court [Docket Nos. 90, 91 and 94], the Debtor provided proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

The Debtor also has complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale required by the Sale Procedures Order. The foregoing notice described in paragraphs E, F and G was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, or the Sale.

**The Transaction Contemplated by the APA Constitutes
the Highest and Best Offer for the Sequitur Acquired Assets**

H. The Debtor has articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Motion regarding the sale process, including, without limitation, the approval of the sale of the Sequitur Acquired Assets to Sequitur.

I. The Auction was properly conducted in accordance with the Sale Procedures Order and in a manner designed to result in the highest or otherwise best offer for the Sequitur Acquired Assets. As of the conclusion of the Auction, the Debtor agreed in the exercise of its business judgment, in consultation with its management, board of directors, advisors and the DIP Lender, to enter into and consummate the APA. The consummation of the transactions contemplated by the APA, the Sale Motion, and this Sale Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and all of the applicable requirements of such sections and rules have been complied with in respect to such transactions.

J. The Debtor has adequately marketed the Sequitur Acquired Assets and has conducted the sale solicitation fairly, with adequate opportunity for parties that either expressed an interest in acquiring the Sequitur Acquired Assets, or who the Debtor believed may have an interest in acquiring the Sequitur Acquired Assets, to submit competing bids. The Debtor conducted the sale process in compliance with the Sale Procedures Order. A reasonable

opportunity has been given to any interested party to make the highest or otherwise best offer for the Sequitur Acquired Assets.

K. The Debtor and Sequitur negotiated and have undertaken their roles leading to the Sale and entry into the APA in a diligent, non-collusive, fair, and good faith manner. The consideration provided by the Purchaser in the APA (a) constitutes the highest or otherwise best offer for the Sequitur Acquired Assets, (b) provides fair and reasonable consideration for the Sequitur Acquired Assets, and (c) constitutes reasonably equivalent value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale will provide a greater recovery for the Debtor's creditors with respect to the Sequitur Acquired Assets than would be provided by any other practically available alternative. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Sequitur Acquired Assets for greater economic value to the Debtor or its estate.

L. The bid submitted by the Purchaser is the highest and best offer received by the Debtor for the Sequitur Acquired Assets after a period in which third parties had sufficient opportunity to seek information and enter into discussions or negotiations with the Debtor and its advisors concerning the Sale. The consideration offered by the Purchaser for the Sequitur Acquired Assets pursuant to the APA, and as a result of the Sale Procedures, is fair and reasonable and constitutes fair and adequate consideration and reasonably equivalent value for the Sequitur Acquired Assets.

M. The Debtor and its advisors have complied in all respects with the Sale Procedures Order. In that regard, among other things, the Debtor, (a) considered all bids submitted on or before the Bid Deadline (as defined in the Sale Procedures Order); (b) negotiated with all bidders up to and including at the Auction; and (c) conducted the Auction in accordance

with the Sale Procedures. The Auction (a) was conducted in a non-collusive, fair, and good faith manner and (b) was reasonably certain to achieve the highest and best offer for the Sequitur Acquired Assets.

Exercise of the Debtor's Business Judgment

N. At the conclusion of the Auction, the Debtor announced that it had determined that the offer submitted by Sequitur constituted the highest or otherwise best offer for the Sequitur Acquired Assets, and that Sequitur was the Prevailing Bidder for the Sequitur Acquired Assets in accordance with the Sale Procedures Order.

O. The Debtor's determination that the APA constitutes the highest or otherwise best offer for the Sequitur Acquired Assets and the consummation of the transactions contemplated by the APA will constitute a reasonable exercise of the Debtor's business judgment. The Debtor's decisions to (a) enter into the APA and (b) perform its obligations under the APA are reasonable exercises of the Debtor's business judgment, and are in the best interests of the Debtor and its estate.

P. The Debtor has exercised reasonable business judgment in deciding to sell the Sequitur Acquired Assets to the Purchaser, including in light of the facts that (a) the bid submitted by the Purchaser constitutes the highest or otherwise best offer for the Sequitur Acquired Assets, as established by, among other things, the Auction and (b) the APA and the closing of the transactions contemplated thereby will present the best opportunity for the Debtor to realize the highest value for the Sequitur Acquired Assets.

Q. The relief requested in the Sale Motion (including, without limitation, the approval of the Sale of the Sequitur Acquired Assets pursuant to section 363 of the Bankruptcy Code) is a necessary and appropriate step toward enabling the Debtor to maximize the value of its bankruptcy estate, and it is in the best interests of the Debtor, its estate, and its creditors. In

addition, the Sale of the Sequitur Acquired Assets is appropriate to preserve and maximize value and avoid losses to the Debtor's estate.

Sequitur is Good Faith Purchaser

R. Sequitur is not an "insider" of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. Sequitur is purchasing the Sequitur Acquired Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code. Accordingly, Sequitur is entitled to the full protection of that provision. Sequitur has proceeded in good faith in all respects in connection with this proceeding in that: (a) Sequitur recognized that the Debtor was free to deal with any other party interested in acquiring the Sequitur Acquired Assets; (b) Sequitur complied with the Sale Procedures Order and the Sale Procedures; (c) the bid submitted by Sequitur was subjected to the competitive process set forth in the Sale Procedures; (d) all payments to be made by Sequitur and other agreements or arrangements entered into by Sequitur in connection with the Sale have been disclosed; (e) Sequitur has not violated the Sale Procedures Order, the Sale Procedures or section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between Sequitur and the Debtor; and (g) the negotiation and execution of the APA and any other agreements or instruments related thereto were at arm's-length and in good faith.

Validity of Transfer

S. Upon entry of this Sale Order, (a) the Debtor shall be deemed to have full corporate power and authority to execute the necessary documents to effect the transactions contemplated by the APA, (b) the Debtor shall be deemed to have full corporate power and authority to execute, deliver, and perform its obligations under the APA and all other transactions contemplated thereby, (c) the Debtor shall be deemed to have all of the corporate

power and authority necessary to consummate the transactions with the Purchaser, (d) the Debtor shall be deemed to have taken all action necessary to authorize and approve the Sale, the applicable documents and the consummation by the Debtor of the transactions contemplated thereby, and (e) no further consents or approvals, other than those expressly provided for herein or in the APA, are required for the Debtor to consummate the transactions contemplated by the APA. The Debtor's prior execution and delivery of, and any performance of its obligations under, the APA and any other ancillary documents and agreements entered into in connection therewith are hereby ratified.

T. The APA is a valid and binding contract between the Debtor and Sequitur and shall be enforceable pursuant to its terms. From and after the Closing, the APA and the transactions contemplated thereby, and the consummation thereof shall be specifically enforceable against and binding upon the Purchaser, the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

U. Upon the Closing, the Sale of the Sequitur Acquired Assets to Sequitur will be a legal, valid and effective transfer of all of the Debtor's right, title and interest in the Sequitur Acquired Assets to Sequitur, vesting Sequitur with all such right, title and interest to the Sequitur Acquired Assets on the closing of the Sale free and clear of any Encumbrances (as defined below) pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, except for Permitted Liens and Assumed Liabilities as set for the in the APA, with all such Encumbrances (as defined below) to attach to the proceeds received by the Debtor for the Sequitur Acquired Assets with the same priority, validity, force and effect as such Encumbrances (as defined below) had in the

Sequitur Acquired Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

Section 363(f) Is Satisfied

V. The Debtor's right, title and interest in the Sequitur Acquired Assets constitute property of the Debtor's estate, vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The Purchaser has represented that it would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale of the Sequitur Acquired Assets to the Purchaser and the assumption of the Assumed Liabilities by the Purchaser were not (except as otherwise provided in the APA with respect to the Assumed Liabilities and Permitted Liens) free and clear of all Encumbrances of any kind or nature whatsoever, thus impacting materially and adversely affecting the value that the Debtor would be able to obtain for the sale of the Sequitur Acquired Assets, to the detriment of the Debtor, its estate and its creditors.

W. The Debtor may sell the Sequitur Acquired Assets free and clear of all Encumbrances (except for any Permitted Liens and Assumed Liabilities under the APA) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Holders of Encumbrances (as defined below) against the Debtor, its estate or any of the Sequitur Acquired Assets who did not object to the Sale or the Sale Motion are deemed to have consented to the sale of the Sequitur Acquired Assets free and clear of Encumbrances (as defined below) pursuant to section 363(f)(2) of the Bankruptcy Code, except for Assumed Liabilities and Permitted Liens as set forth in the APA.

No Fraudulent Transfer; No Successor Liability

X. The consideration provided by Sequitur pursuant to the APA for its purchase of the Sequitur Acquired Assets constitutes reasonably equivalent value and fair consideration.

Y. The transfer of the Sequitur Acquired Assets to Sequitur and the assumption of the Assumed Liabilities (as defined in the APA) (including any individual elements of the Sale) by Sequitur, except as otherwise expressly set forth in the APA, do not, and will not, subject the Purchaser to any liability whatsoever with respect to the operation of the Debtor's business prior to the closing of the Sale or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability, to the greatest extent allowed by applicable law. Pursuant to the APA, the Purchaser is not purchasing all of the Debtor's assets in that the Purchaser is not purchasing any of the Excluded Assets (as defined in the APA) or assuming the Excluded Liabilities (as defined in the APA), and the Purchaser will not be deemed to be holding itself out to the public as a continuation of the Debtor based on the Sale, the APA or this Order. The Sale does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtor and/or the Debtor's estate. There is no continuity between the Purchaser and the Debtor and there is no continuity of enterprise between the Debtor and the Purchaser. Sequitur is not a mere continuation of the Debtor or the Debtor's estate and Sequitur does not constitute a successor to the Debtor or the Debtor's estate, to the greatest extent allowed by applicable law. The transactions contemplated by the APA, including, without limitation, the Sale of the Sequitur Acquired Assets, are not being undertaken for the purpose of escaping liability for any of the Debtor's debts or hindering, delaying, or defrauding creditors under the Bankruptcy Code. Neither the Debtor nor the Purchaser is entering into the transactions

contemplated by the APA fraudulently or for less than reasonably equivalent value to the Debtor for the purpose of statutory and common law fraudulent transfer claims.

Compelling Circumstances for an Immediate Sale

Z. To maximize the value of the Sequitur Acquired Assets and preserve the viability of the business to which the Sequitur Acquired Assets relate, it is essential that the Sale of the Sequitur Acquired Assets occur within the time constraints set forth in the APA. Time is of the essence in consummating the Sale. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a), 6004(h), and 6006(d) and permit the immediate effectiveness of this Sale Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved as set forth herein, and the Sale of the Sequitur Acquired Assets to the Purchaser contemplated thereby and by the APA is approved as set forth in this Order.

2. This Court's findings of fact and conclusions of law set forth in the Sale Procedures Order are incorporated herein by reference.

3. All objections to the Sale Motion or relief requested therein that have not been withdrawn, waived, or settled as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

Approval of the APA

4. The APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is hereby authorized to sell the Sequitur Acquired Assets to Sequitur pursuant to the APA, to consummate the Sale in accordance with and subject to the terms and conditions of the APA, and to convey, transfer and assign all of the Debtor's right, title and interest (including common law rights) in and to the Sequitur Acquired Assets to the Purchaser in accordance with and subject to the terms and conditions of the APA.

6. Pursuant to sections 105 and 363(b) of the Bankruptcy Code, the Debtor, and its directors, officers, employees and agents are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the Sale of the Sequitur Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale of the Sequitur Acquired Assets as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, including any other ancillary documents.

7. This Order shall be binding in all respects upon the Debtor, its estate, its creditors (whether known or unknown), and holders of equity interests in the Debtor, any holders of Encumbrances (as defined below) against or on all or any portion of the Sequitur Acquired Assets, Sequitur and all of their successors and assigns. This Order and the APA shall inure to the benefit of the Debtor and its estate, Sequitur, and their respective successors and assigns.

Transfer of the Sequitur Acquired Assets

8. Pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, the Debtor is authorized to transfer, and upon the Closing shall have transferred, all of the Debtor's right, title, and interest in and to, and possession of, the Sequitur Acquired Assets to Sequitur, which shall be immediately vested in Sequitur pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, and such title to the Sequitur Acquired Assets shall be transferred to Sequitur free and clear of all Encumbrances (except Assumed Liabilities and Permitted Liens), including:

- i. liens (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, and servitudes;
- ii. interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;
- iii. rights, including, without limitation, rights of first refusal, rights of offset (except for offsets exercised prior to the Petition Date), contract rights, and rights of recovery;
- iv. decrees of any court or foreign or domestic governmental entity (to the extent permitted by law);
- v. 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 Sequitur Acquired Assets, including, without limitation consent of any Person to assign or transfer any of the Sequitur Acquired Assets;
- vi. debts arising in any way in connection with any agreements, acts or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates;
- vii. 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 (to the fullest extent allowed by applicable law), including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims, reclamation claims, and pending litigation claims;

- viii. matters of any kind and nature, 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 "Encumbrances").

All such Encumbrances shall attach to the proceeds of the sale of the Sequitur Acquired Assets (the "Cash Proceeds") in the order of their priority, with the same validity, force and effect that they now have as against the Sequitur Acquired Assets, subject to any claims and defenses that the Debtor may possess with respect thereto. The Purchaser shall not assume and is not liable for any Excluded Liabilities.

9. Following Closing of the Sale, no holder of any Encumbrance (except for Permitted Liens and Assumed Liabilities as set forth in the APA) against the Debtor or in the Sequitur Acquired Assets shall interfere with the Purchaser's title to or use and enjoyment of the Sequitur Acquired Assets based on or related to such Encumbrance, and all such Encumbrances shall be and hereby are channeled, transferred and attached solely and exclusively to the Cash Proceeds in the order of their priority, with the same validity, force and effect that they now have as against the Sequitur Acquired Assets. If the sale of the Sequitur Acquired Assets to Sequitur fails to close for any reason, then all Encumbrances shall continue against the Debtor, and the Sequitur Acquired Assets shall be unaffected by this Sale Order.

10. All Persons, including (without limitation) the Debtor, all holders of Encumbrances (other than Permitted Liens and Assumed Liabilities as defined in the APA) or other rights, debt security holders, equity security holders, governmental, tax and regulatory authorities (as to governmental, tax and regulatory authorities, to the greatest extent allowed by applicable law), lenders and trade and other creditors holding and/or asserting claims (as that

term is defined in the Bankruptcy Code) including, but not limited to, claims arising out and/or related to Sale Procedures Order and/or the Sale Procedures (except for any claims the Debtor may have against the Purchaser pursuant to the APA), and/or Encumbrances arising in any way in connection with any acts, or failure to act, of the Debtor, obligations, demands or guaranties, of any kind and nature against or in the Debtor or the Sequitur Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtor, the Sequitur Acquired Assets, the operation of the Debtor's business prior to the Closing, or the transfer of the Sequitur Acquired Assets to the Purchaser, hereby are, and will be, forever barred, estopped and permanently enjoined from asserting such Encumbrances, claims or other interests against Sequitur, its successors or assigns, or their property, including the Sequitur Acquired Assets. Nothing in this Order (including Paragraph 14) or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit, to which the Purchaser may be subject to as the post-sale owner or operator of any property that is a Sequitur Acquired Asset after the date of entry of this Order; provided, however, that all rights and defenses of the Purchaser under nonbankruptcy law are preserved. 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 all applicable legal requirements and required approvals, if any, under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

11. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Sequitur Acquired Assets to the Purchaser in accordance with the terms of the APA and this Order.

12. On the Closing, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release any Encumbrances, or other interests in the Sequitur Acquired Assets, if any, as such Encumbrances or interests may have been recorded or may otherwise exist (other than those holding Permitted Liens and Assumed Liabilities as set forth in the APA).

13. This Sale Order is and shall be effective as a determination that all Encumbrances with respect to the Debtor's interest in the Sequitur Acquired Assets (other than Permitted Liens and Assumed Liabilities as set forth in the APA) shall be, and hereby are, released as to the Sequitur Acquired Assets as of the Closing of the Sale. If any Person that has filed liens, financing statements, mortgages, mechanics' liens, *lis pendens* or other documents or agreements evidencing Encumbrances against or in the Sequitur Acquired Assets has not delivered to the applicable Purchaser prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, unconditional releases of all Encumbrances (other than Assumed Liabilities and Permitted Liens as set forth in the APA) that the Person has with respect to the Sequitur Acquired Assets, or otherwise, Sequitur is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf and in the name of any such Person with respect to the Sequitur Acquired Assets or Sequitur may file, register or record a certified copy of this Sale Order in any place where such

instruments would or could be filed, and such filing shall constitute conclusive evidence of the release of Encumbrances on the Sequitur Acquired Assets as of the Closing of the Sale.

14. Except as to Permitted Liens and Assumed Liabilities, or as otherwise expressly set forth in the APA, the Purchaser shall not have any successor, transferee, derivative or vicarious liabilities of any kind or character for any Encumbrances, including under any theory of successor or transferee liability, *de facto* merger or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee or successor or otherwise, asserted or unasserted, liquidated or unliquidated, of any kind, nature, or character whatsoever, including, without limitation, with respect to any of the following: (a) any foreign, federal, state, or local revenue, pension, tax, labor, employment, antitrust, environmental (to the greatest extent allowed by applicable law), or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules or regulations); (b) under any products liability law, rule, regulation, or doctrine with respect to the Debtor's liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (c) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtor is a party; (d) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtor; (e) the cessation of the Debtor's operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations

Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, of 1967, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or other similar state and local laws), (xiii) state workers' compensation laws, and (xiv) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to wages, benefits, employment, or termination of employment with the Debtor; (f) to the greatest extent allowed by applicable law, environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contamination substances or wastes) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; (g) any liabilities, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period other than taxes relating to the Sequitur Acquired Assets; (h) any liabilities, debts, commitments, or obligations for any taxes relating to the Sequitur Acquired Assets prior to the Closing; (i) any bulk sale law; and (j) any claims asserted or that could be asserted in any litigation.

15. The Purchaser has given substantial consideration under the APA, which consideration shall constitute valid and valuable consideration for the absolution from any potential claims of successor liability of the Purchaser to the greatest extent allowed by applicable law. Without limiting the Purchaser's obligation to pay and satisfy the Assumed Liabilities, upon consummation of the Sales contemplated by the APA, the Purchaser shall not be deemed to (a) be a successor to the Debtor, (b) have, *de facto* or otherwise, merged with or into

the Debtor, or (c) be a mere continuation, alter ego or substantial continuation of the Debtor, to the greatest extent allowed by applicable law.

Good Faith

16. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and 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 in this Sale Order to consummate the sale of the Sequitur Acquired Assets to Sequitur shall not affect the validity of the sale. Sequitur is a purchaser in good faith of the Sequitur Acquired Assets and is entitled to all the protections afforded by section 363(m) of the Bankruptcy Code.

17. Sequitur did not enter into any agreement with any other potential bidders prior to or at the Auction, and Sequitur has not colluded with any of the other bidders, potential bidders or any other parties interested in the Sequitur Acquired Assets, and, therefore the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

18. The consideration provided by the Sequitur for the Sequitur Acquired Assets under the APA shall be deemed to constitute 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, including, without limitation, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code. The APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtor. Neither the Debtor nor the Purchaser has entered into the APA or any agreement contemplated thereby or are consummating the Sale with any fraudulent or otherwise improper purpose. No other Person or group of Persons has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtor and its estate than the value provided by the Purchaser.

Miscellaneous Provisions

19. Upon Closing of the Sale, this Sale Order (a) shall be construed as and shall constitute for any and all purposes a full and complete assignment, conveyance and transfer of all of the Debtor's right, title and interest in all of the Acquired Assets and a bill of sale transferring all of the Debtor's right, title and interest in such Acquired Assets to the Purchaser pursuant to the terms of the APA, and (b) shall be binding upon and govern the acts of all Persons, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Persons is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

20. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate, and its creditors (whether known or unknown), the Purchaser, and their respective affiliates, successors, and assigns, and any affected third parties, including, without limitation, the Debtor's creditors and all Persons asserting claims (as that term is defined in the Bankruptcy Code) and/or Encumbrances in or against the Acquired Assets (collectively, the "Bound Parties"), notwithstanding any subsequent appointment of any trustee, examiner, or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary under any chapter of the Bankruptcy Code or any other law with respect, and all such terms and provisions shall likewise be binding on such

trustee, examiner, receiver, party, entity, or other fiduciary, and shall not be subject to rejection or avoidance by the Debtor, its estate, its creditors, or any trustee, examiner, receiver, party, entity, or other fiduciary. The provisions of this Sale Order and the terms and provisions of the APA, and any actions taken pursuant hereto or thereto as of the date of the entry of this Sale Order shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan, the dismissal of this Chapter 11 Case, or the conversion the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. The terms and provisions of the APA, as well as the rights and interests granted pursuant to this Sale Order and APA, shall continue in this or any superseding case and shall be binding upon the Bound Parties and their respective successors and assigns.

21. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in accordance with the terms thereof without further order of the Court; *provided* that any such modification, amendment or supplement (a) does not have a material adverse effect on the Debtor's estate and (b) the DIP Lender has consented to such modification, amendment, or supplement.

22. The failure to include specifically any particular provisions of the APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtor and the Purchaser that the APA and any related agreements and all of their provisions for payment and transactions are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order.

23. To the extent that any provision of this Sale Order is inconsistent with the terms of the APA, this Sale Order shall govern.

24. Except to the extent provided in the APA, this Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the transactions under the APA. This Court retains jurisdiction to compel delivery of the Sequitur Acquired Assets, to protect the Purchaser and its assets against any Encumbrances and (to the greatest extent allowed by applicable law) from successor and transferee liability, and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 or other applicable provisions of the Bankruptcy Code necessary to transfer the Sequitur Acquired Assets to Sequitur; provided, however, that, in the event the Court abstains from exercising or declines to exercise such jurisdiction with respect to the APA, the Bidding Procedures Order, or this Sale Order, such an abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

25. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions between the Debtor and the Purchaser that are approved by this Sale Order, including, without limitation, the APA and the transactions provided for thereunder.

26. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective immediately upon entry and the Debtor and the Purchaser is authorized to close the Sales immediately upon entry of this Order and the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d) shall be, and hereby are, deemed waived.

27. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: August 10, 2017
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Sequitur Permian, LLC APA

ASSET PURCHASE AGREEMENT

dated as of August 1, 2017

by and among

Sequitur Permian, LLC,

as Buyer,

and

Adams Resources Exploration Corporation,

as Seller

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EXHIBITS

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of August 1, 2017 (this "*Agreement*"), is entered into by and among Adams Resources Exploration Corporation the "*Seller*"), and Sequitur Permian, LLC (the "*Buyer*").

RECITALS:

WHEREAS, the Seller owns oil and gas lease interests in Texas, Louisiana, Oklahoma, Kansas, Montana, and Arkansas (the "*Oil and Gas Assets*");

WHEREAS, on April 21, 2017 (the "*Petition Date*"), the Seller commenced a voluntary petition for relief (Bankruptcy Case No. 17-10866 (KG)) (the "*Bankruptcy Case*") filed under Chapter 11 of Title 11 of the United States Code 11 U.S.C. §§ 101-1330 (as amended, the "*Bankruptcy Code*") in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*"); and

WHEREAS, the Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase, acquire and assume from the Seller, pursuant to section 363 of the Bankruptcy Code, all of the Acquired Assets and Assumed Liabilities, on the terms and subject to the conditions set forth in this Agreement all as more specifically provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"*Acquired Assets*" has the meaning set forth in Section 2.2(a).

"*Affiliates*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"*Agreement*" has the meaning set forth in the Preamble.

"*Allocation*" has the meaning set forth in Section 3.5.

"*Alternative Transaction*" means the sale, transfer or other disposition of all or a material portion of the Acquired Assets to a third party other than the Buyer or any of its Affiliates in a single transaction or series of related transactions, whether pursuant to a stock or asset sale, share exchange, merger, plan of reorganization, plan of liquidation, recapitalization, business combination or other transaction the consummation of which would be substantially inconsistent

with the transactions contemplated by this Agreement, other than sales of Inventory in the ordinary course of business.

“Ancillary Documents” means the Bill of Sale, Assignment and Assumption Agreement and each certificate and other document to be delivered pursuant to Article VIII.

“Apportioned Obligations” has the meaning set forth in Section 3.4.

“Approval Order” means an order from the Bankruptcy Court, in form and substance approved by the Buyer (such approval not to be unreasonably withheld or conditioned so long as the Order is not inconsistent with, and does not limit the rights of Buyer under, this Agreement or the Bidding Procedures), approving the sale of the Acquired Assets to the Buyer and the assumption of the Assumed Liabilities by the Buyer and the conveyance of Permits under this Agreement pursuant to Sections 105, 363(b) and 363(f) of the Bankruptcy Code, and which, among other things, (i) approves the transaction contemplated by this Agreement on the terms set forth herein; (ii) finds that, as of the Closing Date, the transactions contemplated by this Agreement effect a legal, valid, enforceable and effective sale and transfer of the Acquired Assets to the Buyer and shall vest the Buyer with title to the Acquired Assets free and clear of all Liens, other than Permitted Liens; (iii) finds that the consideration provided by the Buyer pursuant to this Agreement constitutes reasonably equivalent value and fair consideration for the Acquired Assets; (iv) finds that the Buyer is a “good faith buyer” within the meaning of Section 363(m) of the Bankruptcy Code and is thereby entitled to the protection afforded a good faith, arm’s-length Buyer; (v) finds that this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm’s length bargaining positions; (vi) finds that the Buyer does not have any interest in the Seller or in any party affiliated with the Seller; (vii) finds that the sale of the Acquired Assets hereunder was conducted in a “non-collusive manner” within the meaning of Section 363(n) of the Bankruptcy Code; (viii) approves the Ancillary Documents; (ix) provides that this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon, and not subject to rejection or avoidance by the Seller or its estate or any chapter 7 or chapter 11 trustee of the Seller or other representative of its estate; (x) finds that the Seller gave due and proper notice of the transaction contemplated by this Agreement to each party entitled thereto; (xi) finds that the Buyer is not a successor of the Seller; (xii) orders that, notwithstanding Sections 6004(h) and 6006(d) of the Bankruptcy Code, the Approval Order is not stayed and is effective immediately upon entering; and (xiii) provides that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof.

“Assigned Contracts” has the meaning set forth in Section 2.2(a)(iii).

“Assumed Environmental Liabilities” means the Seller’s proportionate share of any Liability (including any investigatory, corrective or remedial obligation) arising under applicable Environmental Laws to restore the surface of the Oil and Gas Assets or to bring the Oil and Gas Assets into compliance with applicable Environmental Laws and (2) under applicable requirements of Law to properly plug and abandon and decommission wells and equipment, in each case, whether such Liabilities arise prior to or after the Effective Time and relating to the ownership and operation of the Acquired Assets prior to and following the Closing, including any Release, threatened Release, treatment, storage, disposal, or arrangement for disposal of or any

exposure of any Person to Hazardous Substances and any obligations to cap and abandon any wells included in the Acquired Assets (whether or not constituting a breach of any representation or warranty herein and whether or not set forth on any Disclosure Schedule).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assigned Real Property Interests” means all oil and gas leases, oil, gas and mineral leases or subleases, and other leasehold interests, and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests and rights to reassignment, licenses and other agreements and all mineral interests, royalty interests, overriding royalty interests, net profits interests, production payments and other rights of a similar nature located in Crockett and Irion Counties, Texas including those that are described in Exhibit A, including each amendment, modification and supplement to and of the foregoing, and including all of Seller’s right, title and interests in the foregoing, located in Crockett and Irion Counties, Texas, and operated by Buyer or its affiliates, whether or not fully or properly described in Exhibit A.

“Avoidance Actions” means all avoidance claims under the Bankruptcy Code, including all rights, claims, causes of actions and remedies arising under Bankruptcy Code Sections 329, 502(d), 542, 544, 545, 547, 548, 549, 550, 551 and 553.

“Bankruptcy Case” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bill of Sale, Assignment and Assumption Agreement” has the meaning set forth in Section 7.1(d)(ii).

“Books and Records” has the meaning set forth in Section 2.2(a)(vii).

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in the State of Delaware are authorized by Law to close.

“Buyer” has the meaning set forth in the Preamble.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) and any Laws promulgated thereunder.

“Claim” means any claim (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Governmental Entity or any other Person.

“Closing” has the meaning set forth in Section 3.1.

“Closing Cash Payment” has the meaning set forth in Section 3.2(a)(i).

“Closing Date” has the meaning set forth in Section 3.1.

“Code” means the Internal Revenue Code of 1986, as amended (together with all rules and regulations promulgated thereunder).

“Confidential Information” means any confidential information with respect to the Acquired Assets, including, without limitation, methods of operation, customers, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters.

“Deposit” has the meaning set forth in Section 3.3.

“Electronic Delivery” has the meaning set forth in Section 10.3.

“Effective Time” shall mean August 1, 2017 at 12:01 a.m. (Prevailing Central Time).

“Environmental Laws” means, whenever in effect, all federal, state, provincial, local and foreign statutes, Laws (including CERCLA and analogous state Laws), ordinances, codes, plans, requirements, criteria, standards, decrees, judgments, injunctions, directives and other provisions having the force or effect of law, all judicial and administrative Orders and determinations, all contractual obligations and all common law, in each case pertaining to (a) use, storage, transportation, emission, discharge, clean-up, release, or threatened release of pollutants, contaminants, naturally occurring radioactive materials, chemicals, or industrial, toxic or hazardous substances (collectively, “Pollutants”) on or into the environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of Pollutants, (b) health, (c) the environment or (d) wildlife or natural resources applicable to the Assets or the ownership or operation thereof, and in effect in or for the jurisdiction in which the Acquired Assets are located, including the Clean Air Act (Air Pollution Control Act), the Clean Water Act (CWA), the Federal Water Pollution Act, the Rivers and Harbors Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969 (NEPA), the Endangered Species Act (ESA), the Fish and Wildlife Conservation Act of 1980, the Fish and Wildlife Coordination Act (FWCA), the Oil Pollution Act, CERCLA, the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resources Conservation and Recovery Act (RCRA), the Toxic Substance Control Act, the Occupational, Safety and Health Act (OSHA), the Emergency Planning and Community Right-To-Know Act (EPCRA), the Hazardous Materials Transportation Act, the Hazardous and Solid Waste Amendments of 1984 (HSWA) and any and all other applicable present and future federal, state and local Laws.

“Escrow Agent” has the meaning set forth in Section 3.3.

“Escrow Agreement” means the Escrow Agreement dated July 14, 2017 entered into among the Escrow Agent, the Seller and the Buyer.

“Excluded Assets” has the meaning set forth in Section 2.2(b).

“Final Order” means an order of the Bankruptcy Court or other court of competent jurisdiction: (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (c) as to which no stay is in effect; *provided, however*, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024 shall not cause an order not to be deemed a “Final Order” unless such motion shall be filed within ten (14) days of the entry of the order at issue; and *provided further* that, in the case of the Approval Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which

“GAAP” means generally accepted accounting principles in the United States, as currently applied.

“Governmental Entity” means the United States, any state or other political subdivision thereof and any other foreign or domestic entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission, court, tribunal or instrumentality of the United States or any foreign entity, any state of the United States or any political subdivision of any of the foregoing.

“Hazardous Substances” means any wastes, pollutants, contaminants or chemicals, any industrial, toxic or otherwise hazardous materials, substances or wastes, any explosive or radioactive substances, and any other substance with respect to which Liability or standards of conduct may be imposed under applicable Law, including petroleum and petroleum related substances, products, by products and wastes, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon, urea, formaldehyde, mold, lead based paint, noise, odor and radiation.

“Income Tax Return” means, with respect to any Income Tax, any information return for such Income Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Income Tax, and any schedule or attachment thereto or amendment thereof.

“Income Taxes” means any federal, state, provincial, local, foreign and other income, alternative minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth or gross receipts taxes or similar governmental charge, including any estimated tax, interest, penalties or additions to tax or additional amounts in respect to the foregoing, including any transferee, successor or secondary liability for any such tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or similar group under state, local or foreign Law, or being included or required to be included in any Income Tax Return relating thereto.

"Indebtedness" means, as to any Person, (a) all obligations of such Person for borrowed money (including obligations for reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured) or evidenced by a note, bond, debenture, draft or similar instrument, (b) all obligations of such Person to pay the deferred purchase price of property or services (but excluding accounts payable arising in the ordinary course of business), (c) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (d) all indebtedness created or arising under any capital lease, conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property) and (e) any guaranty of, or any contingent obligation in respect of, any indebtedness or other obligation of any other Person, but only to the extent of the obligation guaranteed.

"Joint Interest Billings" means amounts owed by or to oil and gas well operators on account of the Oil and Gas Assets.

"Law" means any applicable federal, state, local or foreign law, statute, common law, rule, regulation, ordinance, permit, order, writ, injunction, judgment or decree of any Governmental Entity.

"Lease Expenses" means lease operating expenses associated with preserving oil and gas leases and certain equipment associated with the leases.

"Liability" means any direct or indirect, primary or secondary, liability, Indebtedness, obligation, penalty, cost or expense (including costs of investigation, collection and defense), Claim, deficiency, guaranty or endorsement (other than endorsements of notes, bills, checks, and drafts presented for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, choate or inchoate matured or unmatured, or otherwise including any Liens securing the foregoing.

"Lien" means any pledge, security interest, charge, Claim or other lien.

"Material Adverse Effect" means a material adverse effect on the business, results of operations or condition (financial or otherwise) of the Acquired Assets taken as a whole; *provided, however*, that **"Material Adverse Effect"** will not include, and the determination of the existence of a Material Adverse Effect shall not take into account, any of the following: (i) any failure by the Seller to meet any projections, forecasts or predictions of revenue, earnings or other measures of financial performance; (ii) any change, event, circumstance or effect attributable to general economic conditions in the United States or any foreign jurisdiction in which the Seller has operations or sales; (iii) any change, event, circumstance or effect attributable to conditions affecting the industries in which the Seller operates; (iv) any change, event, circumstance or effect attributable to financial, banking or securities markets generally (including changes in interest rates or any market indices); (v) any change or proposed change in any Laws affecting the Acquired Assets or the interpretation thereof; (vi) any change in accounting rules; (vii) any change or proposed change, event, circumstance or effect attributable to the announcement of the transactions contemplated hereby; (viii) any change, event, circumstance or effect attributable to

compliance with the terms of, or the taking of any action required by, this Agreement or otherwise taken or not taken at the request of Buyer; or (ix) any change, event, circumstance or effect attributable to national or international political or social conditions, including the outbreak of war or international hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such war, hostilities, acts of war, sabotage or terrorism or military actions, whether in the United States or elsewhere.

“Mineral Interest Payments” means payments due to third party mineral interest owners on account of the Assigned Real Property Interests or the Wells.

“Nonassignable Asset” has the meaning set forth in Section 2.5(a).

“Oil and Gas Revenue” has the meaning set forth in Section 2.2(a)(ii).

“Parties” means the Seller and the Buyer together, and **“Party”** means the Seller, on the one hand, or the Buyer, on the other hand, as the case may be.

“Permits” has the meaning set forth in Section 2.2(a)(iv).

“Permitted Liens” means any (a) mechanics’, materialmens’ and similar Liens arising in the ordinary course of business with respect to amounts not yet due and payable, (b) Liens for Taxes not yet due and payable including Liens for the pro-rated post-Effective Time portion of the *ad valorem* tax obligations for the Acquired Assets for calendar year 2017, (c) Liens encumbering any of the Assigned Real Property Interests that do not materially interfere with the present use of the Assigned Real Property Interests, (d) Liens set forth on Schedule 1.1A, (e) Liens encumbering any of the Acquired Assets that do not materially interfere with or impair the ownership, operation, use or value of the Acquired Assets, and (f) imperfections in or failure of title that do not decrease Seller’s net revenue interest in any of the Oil and Gas Assets or materially detract from the value of the assets or property subject thereto.

“Person” means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or Governmental Entity, whether foreign or domestic.

“Petition Date” has the meaning set forth in the Recitals.

“Post-Effective Period” has the meaning set forth in Section 3.4.

“Pre-Effective Period” has the meaning set forth in Section 3.4.

“Purchase Price” has the meaning set forth in Section 3.2(a).

“Real Property” means, collectively, all real property interests of any kind related to the Oil and Gas Assets.

“Release” means any release, emission, disposal, leaching or migration into the environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Substances) or any structure, facility or property.

“*Schedule*” means a disclosure schedule to this Agreement, including each of the Seller Disclosure Schedules, which are incorporated herein pursuant to Section 10.13.

“*Seller Disclosure Schedules*” means, collectively, all of the Schedules in respect of Article IV of this Agreement that are delivered by the Seller to the Buyer in accordance with Section 6.11 hereof.

“*Seller*” has the meaning set forth in the Preamble.

“*Seller Required Consents*” means, collectively, the consents, approvals, authorizations, permissions, filings and notifications required to be obtained by the Seller in order to complete the transactions contemplated by this agreement, and as set forth on Schedule 1.1B.

“*Seller’s Knowledge*” means the actual knowledge of John Riney.

“*Tangible Personal Property*” has the meaning set forth in Section 2.2(a)(ix).

“*Tax*” or “*Taxes*” means a tax or taxes of any kind or nature, or however denominated, including liability for federal, state, provincial, local, foreign or other sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax or similar governmental charge, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect to the foregoing, including any transferee, successor or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or similar group under state, local or foreign Law, or being included or required to be included in any Tax Return relating thereto; *provided, however*, that “Tax” or “Taxes” will not include any Income Taxes.

“*Tax Returns*” means, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Tax, any schedule or attachment thereto or amendment thereof.

“*Transfer Taxes*” has the meaning set forth in Section 6.5.

“*Treasury Regulation*” means the final or temporary regulations promulgated under the Code, in effect from time to time.

“*Wells*” means all oil, gas and other hydrocarbon wells and all disposal, water and monitoring wells located on the Assigned Real Property Interests and all other lands included in units with which the Assigned Real Property Interests may have been pooled or unitized described in Exhibit B attached hereto and all other related real, personal, tangible or intangible property related to the foregoing.

1.2 Construction.

(a) For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and

neuter genders, the feminine gender will include the masculine and neuter genders, and the neuter gender will include masculine and feminine genders.

(b) As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Agreement to “Sections” and “Exhibits” are intended to refer to Sections and Exhibits to this Agreement.

(d) As used in this Agreement, the terms “hereof,” “hereunder,” “herein” and words of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) Each Party hereto has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. Consequently, this Agreement will be interpreted without reference to any rule or precept of Law to the effect that any ambiguity in a document be construed against the drafter.

ARTICLE II

PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase of Assets and Assumption of Liabilities.

On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Buyer will purchase from the Seller, and the Seller will sell, assign, convey and deliver to the Buyer, free and clear of any Liens other than Permitted Liens, the Acquired Assets, and the Buyer will assume and agree to pay, discharge and perform when due all of the Assumed Liabilities.

2.2 Acquired and Excluded Assets.

(a) **Acquired Assets.** The “*Acquired Assets*” are all of the right, title and interest that the Seller possesses in and to all of the following assets (other than the Excluded Assets), to the extent such assets are assignable, as the same may exist as of the Effective Time:

(i) **Oil and Gas Assets.** All of the Oil and Gas Assets set forth on Schedule 2.2(a)(i), all Assigned Real Property Interests, all Wells located on the Assigned Real Property Interests and all other lands included in units with which the Assigned Real Property Interests may have been pooled or unitized, the Tangible Personal Property relating to the Assigned Real Property Interests or the Wells, if any, all other interests located in Crockett and Irion Counties, Texas, operated by Buyer or its affiliates and all other related real, personal, tangible or intangible property related to any of the foregoing (the “*Oil and Gas Assets*”).

(ii) **Revenue from Oil and Gas Assets.** All revenue generated by or arising from the Oil and Gas Assets following the Effective Time (the “*Oil and Gas Revenue*”);

(iii) **Assigned Contracts.** All rights, if any, of the Seller, to the extent assignable, in and under all contracts, agreements and licenses set forth on Schedule 2.2(a)(iii)

(collectively, the "**Assigned Contracts**") to the extent relating to the Assigned Real Property Interests or the Wells;

(iv) **Permits**. All approvals, agreements, authorizations, permits, licenses, easements, orders, certificates, registrations, franchises, qualifications, leases, rulings, waivers, variances or other forms of permission, consent, exemption or authority issued, granted, given or otherwise made available by or under the authority of any Governmental Entity, which are used or held for use in connection with the ownership or operation of the Oil and Gas Assets (the "**Permits**");

(v) **Assigned Real Property Interests**. All of the Assigned Real Property Interests;

(vi) **Wells**. All of Seller's interests in the Wells;

(vii) **Books and Records**. All books, records, ledgers, files, documents, correspondence, lists, plats, specifications, surveys, drawings, reports and other materials (in whatever form or medium) of the Seller related to the Acquired Assets including, without limitation, all files, records, information and data, whether written or electronically stored, relating the operations, environmental, health and safety, accounting, tax, lease, land and title records (including abstracts of title, title opinions and title curative documents), contract files, correspondence, log books and operating data and facility and well records relating to the Oil and Gas Assets (collectively, the "**Books and Records**"); *provided*, that the Seller may retain copies of the foregoing for administrative purposes;

(viii) **Goodwill**. All goodwill arising in connection with ownership, of the Acquired Assets;

(ix) **Tangible Personal Property**. All of Seller's interest in all equipment, machinery, fixtures and other tangible personal property and improvements located on, primarily used or held for use, or otherwise obtained in connection with the ownership or operation of the Assigned Real Property Interests or the Wells or the gathering, treating, storing, compressing, processing or transporting hydrocarbons on and from the Assigned Real Property Interests or the Wells, including tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, hydrocarbon treating or processing systems or facilities, meters, machinery, pumps, motors, gauges, valves, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment and other appurtenances, improvements and facilities owned by the Seller, if any (collectively, the "**Tangible Personal Property**"); and

(x) **Other Assets**. Any assets relating to any of the items described in subparts (i) through (viii) of this Section 2.2(a) or relating primarily to any Liabilities expressly assumed in writing by the Buyer pursuant to Section 2.3(a)(iii), or Section 2.3(a)(iv) of this Agreement.

(b) **Excluded Assets**. Notwithstanding anything to the contrary contained in Section 2.2(a), the Seller will retain all of its right, title and interest in and to, and will not sell,

transfer, assign, convey or deliver to the Buyer, and the Acquired Assets will not include, the following (collectively, the "*Excluded Assets*"):

(i) **Cash**. Any cash or cash equivalents, including any marketable securities or certificates of deposit, or any collected funds or items in the process of collection at the Seller's financial institutions (but such items in process shall only be excluded if already applied to reduce the amount of accounts receivables relating thereto) through and including the Closing;

(ii) **Intercompany Debt**. All Indebtedness owed to the Seller by any affiliate of the Seller.

(iii) **Equity Interests**. All equity interests in other Persons owned by the Seller.

(iv) **Tax Claims**. (A) Any rights of the Seller with respect to any Income Tax refunds, credits, rebates or abatements, or to any Tax refunds, credits or abatements with respect to assets that are not Acquired Assets; (B) subject to Section 3.4, any rights to credits, refunds, rebates or abatements of Taxes with respect to the Acquired Assets relating to periods (or portions thereof) ending on or prior to the Effective Time; (C) any Income Tax Returns and Income Tax records of the Seller, and any Tax Returns or Tax records of the Seller that relate to the Excluded Assets, and (D) any rights of the Seller under any Tax or Income Tax allocation or sharing agreement;

(v) **Insurance Policies**. All insurance policies of the Seller and all rights thereunder, including, without limitation, any and all insurance refunds or Claims made under such policies relating to the Acquired Assets on or before the Effective Time;

(vi) **Prepaid Expenses**. All credits, prepaid expenses, deferred charges, advance payments, security deposits, utility deposits, deposits with landlords, prepaid items, deposits and Claims for refunds or reimbursements, security deposits, and the like, including the prepaid expenses listed on Schedule 2.2(b)(vi);

(vii) **Corporate Documents**. The corporate charters, limited liability company agreements, qualifications to conduct business as foreign Persons, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, corporate seal, minute books, stock transfer books, blank stock certificates, books and records relating to Income Taxes, and any other documents relating to the organization, maintenance and existence of the Seller as corporations or limited liability companies, as applicable;

(viii) **Causes of Action**. Any Claims and causes of action against any third party, including Avoidance Actions, and all proceeds thereof to the extent relating to periods before the Effective Time;

(ix) **Employee Benefit Plans**. Any Employee Benefit Plan and corresponding assets or any rights of the Seller in any Employee Benefit Plan provided by the Seller;

(x) **Seller's Rights**. Any rights of the Seller under this Agreement, any Ancillary Document or any other agreement between the Seller and the Buyer;

(xi) **Excluded Assets and Excluded Liabilities Rights**. Any rights, Claims or legal actions of the Seller relating to any of the Excluded Assets or Excluded Liabilities;

(xii) **Excluded Contracts**. Any contract (including any post-petition contracts) to which the Seller is a party that is not an Assigned Contract or a Permit;

(xiii) **Assets Not Related to Acquired Assets**. All assets that are not Acquired Assets or directly related to the Acquired Assets; and

(xiv) **Other Excluded Assets**. Any other assets, rights and properties identified on Schedule 2.2(b)(xiv).

2.3 **Assumed and Excluded Liabilities**.

(a) **Assumed Liabilities**. The "*Assumed Liabilities*" include and are limited to the following:

(i) **Assigned Contracts**. All Liabilities arising under the Assigned Contracts on and after the Closing Date;

(ii) **Operating Liabilities**. All Claims, Liabilities, responsibilities, obligations, costs and expenses arising in any way out of the ownership or operation of the Acquired Assets on and after the Effective Time, including, without limitation, (A) any and all Taxes arising out of or attributable to the operation or ownership of the Acquired Assets on or after the Effective Time, (B) Joint Interest Billings; (C) Lease Expenses; (D) Mineral Interest Payments; and (E) any and all Claims associated with the use of the Acquired Assets, including Liability to any third party for any injury or damage to persons or property and any damage to the asset itself, due to any condition of, defect in, or design of the asset in question, latent or otherwise, to the extent that such condition, defect, or design occurs on or after the Effective Time.

(iii) **Assumed Environmental Liabilities**. All Assumed Environmental Liabilities related to the ownership or operation of the Acquired Assets.

(iv) **Assigned Real Property Interests**. All Liabilities arising under the Assigned Real Property Interests on and after the Effective Time;

(v) **Accounts Payables**. All Liabilities in respect of payables incurred related to the Acquired Assets arising on and after the Effective Time;

(vi) **Post-Effective Liabilities**. All Liabilities relating to the Acquired Assets that arise from events, facts or circumstances that occur after the Effective Time;

(vii) **Post-Effective Tax Liabilities**. All Liabilities (including Liabilities for Income Taxes of the Buyer and Taxes with respect to the Acquired Assets for periods (or portions thereof) ending after the Effective Time) incurred, accrued or arising after the Effective Time in connection with the use or ownership of the Acquired Assets after the Effective Time (including, for the avoidance of doubt, such Taxes which are payable on the Assigned Real Property Interests);

(viii) **Transfer Taxes.** Any Transfer Taxes with respect to the Acquired Assets.

(b) **Excluded Liabilities.** The Buyer will not assume or become responsible for, and will not be deemed to have assumed or to have become responsible for any Liabilities and obligations other than the Assumed Liabilities, including the following Liabilities and obligations of the Seller (collectively the "*Excluded Liabilities*"):

(i) **Accounts Payable.** All Liabilities in respect of accounts payable incurred in the ordinary course of business and reflected on the books of the Seller as of the Effective Time;

(ii) **Excluded Contract Liabilities.** Any Liabilities arising under any contracts, agreements, leases and commitments other than under the Assigned Contracts to the extent incurred, accrued or arising after the Closing in connection with the use or ownership of the Acquired Assets;

(iii) **Excluded Employee Liabilities.** (a) any and all Liabilities arising out of, relating to or resulting from any Claim with respect to any current or former employee of the Seller, including relating to such employee's employment or services, or termination of employment or services, with the Seller or any of its Affiliates, including as a result of the consummation of the transactions contemplated by this Agreement; (b) any and all actual or contingent Liabilities under, arising out of, relating to or resulting from any Benefit Plans; (c) any ERISA Affiliate Liability; (d) any and all Liabilities to provide continuation coverage pursuant to COBRA under any plan that is a "group health plan" (as defined in section 5000(b)(1) of the Code); and (e) any and all other Liabilities arising out of, relating to or resulting from any current, former or prospective employees of the Seller or its Affiliates.

(iv) **Other Excluded Liabilities.** Any Liabilities of the Seller not identified as Assumed Liabilities in Section 2.3; and

(v) **Excluded Tax Liabilities.** Any Liabilities relating to (A) Income Taxes of the Seller (including Income Taxes payable by reason of the transactions contemplated by this Agreement); (B) Taxes of the Seller with respect to Excluded Assets; (C) all Taxes and Transfer Taxes with respect to the Acquired Assets for periods (or portions thereof) ending on or before the Effective Time; and (D) any Tax or Income Tax allocation or sharing agreement to which any of the Seller is a party.

2.4 Deemed Consents and Cures. [Intentionally Omitted].

2.5 Nonassignable Assets.

(a) Notwithstanding anything to the contrary, nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign or transfer any Acquired Asset (including any Assigned Contracts) to the Buyer which by its terms or by Law is not assignable or transferable without the consent of a third party or a Governmental Entity or is cancelable by a third party in the event of an assignment or transfer (a "*Nonassignable Asset*"), unless and until such consent shall have been obtained or unless such consent is not required by virtue of the Bankruptcy Code.

(b) The Seller and the Buyer shall each use commercially reasonable efforts to obtain as expeditiously as possible any consent that may be required for the assignment or transfer of a Nonassignable Asset to the Buyer; *provided, however*, that neither the Seller nor the Buyer shall be required to make any payment to obtain any such consent with respect to any Nonassignable Asset.

(c) Unless and until any consent that may be required is obtained, to the extent permitted by applicable Law and by the terms of the applicable Nonassignable Asset, the Seller and the Buyer will cooperate and use commercially reasonable efforts to establish an arrangement reasonably satisfactory to the Buyer and the Seller (i) under which the Buyer would obtain the Claims, rights, and benefits, and be responsible for performing and discharging when due the Liabilities and obligations, of the Seller under such Nonassignable Asset (including by means of any subcontracting, sublicensing or subleasing arrangement) or (ii) under which the Seller would enforce for the benefit of the Buyer, and the Buyer would assume and agree to pay the Seller's Liabilities and obligations relating to such enforcement, any and all Claims, rights and benefits of the Seller against a third party thereto; *provided* that in no event shall the Buyer be required to enter into any such arrangement with respect to any Nonassignable Asset for which any such consent is a Seller Required Consent; *provided, further*, the obligations of Seller under clause (ii) above shall terminate after ninety (90) days following the Closing.

(d) The Seller shall promptly pay over to the Buyer the net amount (after costs and actual net Tax and Income Tax costs with respect to receipt of such payments) of all payments received by it from third parties in respect of all Nonassignable Assets arising on and after the Effective Time, and the Buyer shall promptly pay, perform, or discharge, when due, any and all obligations and Liabilities arising thereunder on and after the Effective Time.

ARTICLE III **PURCHASE PRICE AND CLOSING**

3.1 Closing.

The closing of the transactions contemplated by this Agreement (the "**Closing**") will occur as promptly as practicable, but in no event more than three business days, following the satisfaction and/or waiver of all conditions to Closing set forth in Article VII (other than any of such conditions that by its nature is to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), and will be conducted electronically (by fax, email or other electronic means) to the extent reasonably possible, but if necessary shall be held at the offices of Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, DE 19801, or at such other place on such other date as the Parties may agree in writing. The date on which the Closing actually occurs will be referred to as the "**Closing Date.**" The Closing will be deemed effective as of the Effective Time.

3.2 Purchase Price.

(a) The purchase price for the Acquired Assets shall be as follows (collectively, the "**Purchase Price**"):

(i) an amount of cash equal to \$2,560,950 (the "**Base Purchase Price**") minus the sum of the Deposit (the "**Closing Cash Payment**"), payable by the Buyer at Closing by wire transfer of immediately available funds to the Seller; and

(ii) the Deposit, which shall be released and delivered by the Escrow Agent to the Seller, in accordance with Section 3.3.

(b) At Closing, the Buyer shall pay the Cure Amounts (i) in the amounts set forth in Schedule 3.2(b) to be delivered by the Seller to the Buyer in connection with the assumption and assignment of the Assigned Contracts and the Assigned Real Property Interests (as such amounts may be modified by order of the Bankruptcy Court), (ii) in the amounts negotiated by the Buyer and the third party (other than Seller) to such Assigned Contracts and Assigned Real Property Interests, or (iii) in the amounts set forth in a Final Order of the Bankruptcy Court; *provided*, that in the circumstances described in item (ii) of this Section 3.2(b), the Seller shall receive a release from such third parties with respect to the difference between the Cure Amounts and the negotiated amount.

3.3 Deposit.

Promptly, but in no event later than July 14, 2017, the Buyer shall deliver a federal wire transfer of immediately available funds, an amount equal to \$341,460, to Sullivan Hazeltine Allinson LLC (the "**Escrow Agent**"), as an earnest money deposit hereunder (including interest at any time accrued thereon, the "**Deposit**"). The Deposit shall be held in escrow by the Escrow Agent in an escrow account and disbursed only in accordance with the terms of this Agreement and the Escrow Agreement. If the Closing takes place, the Escrow Agent shall deliver the Deposit to the Seller at the Closing as partial payment of the Purchase Price. Excluding only termination based solely on the Buyer's material breach of the Buyer's obligations hereunder resulting in any of the conditions set forth in Section 7.2 not being satisfied by the Buyer, if this Agreement is terminated or becomes null and void for any other reason including if the Bankruptcy Court does not enter the Approval Order, the Seller's material breach of its obligations hereunder, any of the conditions set forth in Section 7 shall not have been satisfied, or the Seller shall have entered into an Alternative Transaction, the Deposit shall be paid to the Buyer in accordance with the Escrow Agreement and the Seller and the Buyer agree to jointly instruct the Escrow Agent to pay the Deposit to the Buyer as provided in the Escrow Agreement. If this Agreement is terminated by the Seller by reason of the Buyer's material breach of its obligations hereunder resulting in any of the conditions set forth in Section 7.2 not being satisfied by the Buyer, the Deposit shall be paid to the Seller as liquidated damages and not a penalty and shall be the Seller's sole and exclusive remedy in such event (other than termination of this Agreement).. Notwithstanding the foregoing in this Section 3.3, the Escrow Agent shall not disburse the Deposit until the earlier to occur of (i) receipt by the Escrow Agent of joint written instructions, signed by the Seller and the Buyer, or (ii) entry of a Final Order of the Bankruptcy Court determining which Party is entitled to receive the Deposit. In the event of a dispute between the Parties with respect to the Deposit, the Escrow

Agent may deposit the Deposit with the Bankruptcy Court and commence an action to determine the proper disposition of such Deposit. The Parties hereto agree that, for federal income tax reporting purposes, the Buyer shall be the owner of the Deposit until disbursed.

3.4 Prorations.

All Taxes and all rents, utilities and other charges against, or payable with respect to, any of the Acquired Assets (including, without limitation, the Assigned Real Property Interests) relating to a time period beginning prior to, and ending after, the Effective Time (the "*Apportioned Obligations*") shall be calculated as of Effective Time, and shall be prorated (based on the most recent available tax statement, latest tax valuation and latest bills) based on the number of days in the relevant period falling on and before the Effective Time (the "*Pre-Effective Period*"), and the number of days in the relevant period falling after the Effective Time (the "*Post-Effective Period*"). If the Effective Time is before the amount of an Apportioned Obligation is fixed for a relevant time period, the amount of such Apportioned Obligation shall be deemed to be calculated based on the amount of such Apportioned Obligation for the prior equivalent time period. The Seller will be responsible for the Apportioned Obligations allocated to the Pre-Effective Period, and the Buyer will be responsible for the Apportioned Obligations allocated to the Post-Effective Period. The Seller will pay Apportioned Obligations that are due and payable on or prior to the Effective Time, and such amount will be paid at Closing by the Seller for any part of that amount apportioned to the Seller. The Buyer will pay Apportioned Obligations that are due and payable after the Effective Time, and, to the extent such amounts are due and payable as of the Effective Time, such amount will be paid at Closing by the Buyer for any part of that amount apportioned to the Buyer. Any refund, rebate or similar payment received by or credited to either the Buyer or the Seller that is properly apportioned to the other Party pursuant to the principles of this Section 3.4 will be timely paid over to such other Party.

3.5 Allocation of Purchase Price.

The Seller and the Buyer will attempt in good faith to agree upon the allocation of the Purchase Price, and all other relevant assumed Liabilities and costs among the Acquired Assets (the "*Allocation*") prior to the Closing Date, solely for Income Tax purposes in accordance with the provisions of Section 1060 of the Code and any other applicable provisions of Law. If such an agreement is reached, the Seller and the Buyer will file all required Tax Returns and Income Tax Returns consistent with such Allocation, and not take any inconsistent position for any Income Tax or Tax purpose, unless otherwise required to do so by a change of Law or good faith resolution of a contest. If such an agreement is not reached, then the Seller and the Buyer will adopt the Seller's reasonably proposed allocation. Notwithstanding the foregoing, the Allocation for Income Tax purposes shall not be binding on any Party in interest for purposes of determining distributions in connection with the liquidation of the Seller's bankruptcy estate.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the Schedule of the Seller Disclosure Schedules corresponding to the respective Section of this Article IV, if any, the Seller hereby represents and warrants to the Buyer as follows:

4.1 Organization.

The Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Seller is duly qualified or licensed to do business as a foreign entity and is in good standing in each jurisdiction in which the ownership or lease of the Acquired Assets requires such qualification or license, except where the failure to be so qualified or be so licensed would not reasonably be expected to result in a Material Adverse Effect. The Seller has all requisite corporate power and authority to own, lease or use, as the case may be, the Acquired Assets in connection herewith.

4.2 Authorization of Transaction.

Subject to entry of the Approval Order, the Seller has all requisite corporate or limited liability company power and authority to execute, deliver and perform this Agreement and each of the Ancillary Documents to which it is a Party and to perform its obligations hereunder and thereunder. Subject to entry of the Approval Order, this Agreement constitutes, and each of such Ancillary Documents when executed and delivered by the Seller will constitute, a valid and legally binding obligation of the Seller (assuming that this Agreement and such Ancillary Documents constitute valid and legally binding obligations of the other Party thereto), enforceable in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

4.3 Ownership.

The Seller has good and marketable title to the Acquired Assets.

4.4 Noncontravention.

The execution and delivery by the Seller of this Agreement and the Ancillary Documents to which it is a party, and (subject to the Approval Order) the consummation by the Seller of the transactions contemplated hereby and thereby, do not: (i) violate any Law to which the Buyer is subject, (ii) conflict with or result in a breach of any provision of any of its organizational or governance documents, or (iii) create a breach, default, termination, cancellation or acceleration of any obligation under any contract, agreement or binding commitment to which the Seller is a party, by which the Seller is bound or to which the Seller is subject.

4.5 Material Contracts.

Disclosure Schedule 4.5 lists all contracts in effect as of the date, to which the Seller is a party or by which its interests in the Acquired Assets are bound, and the Seller has made available to the Buyer true and complete copies of each such contract, (b) all such contracts are in full force and effect, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar legal requirements relating to creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity, and (c) except for the Bankruptcy Case, no default or breach (or event that, with notice or lapse of time, or both, would become a default or breach) of any such contracts has occurred or is continuing on the part of the Seller or, to the Seller's Knowledge, any other Person that is a party thereto, and no written notice of any such default or breach has been received or delivered by the Seller the resolution of which is currently outstanding. Except for the Seller Required Consents set forth on Schedule 1.1B, no other consents are required for the Seller's execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby.

4.6 Legal Proceedings.

Except for the Bankruptcy Case and any adversary proceedings or contested motions commenced in connection therewith, or as set forth on Disclosure Schedule 4.6, to the best of Seller's knowledge, there is no Proceeding or Order pending, outstanding or, to the Seller's Knowledge, threatened against the Seller (a) involving any of the Acquired Assets, (b) that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or (c) that would, individually or in the aggregate, reasonably be expected to materially adversely affect any of the Acquired Assets. There has been no settlement or other similar agreement or order of any Governmental Entity with respect to the ownership or operation of the Acquired Assets that is or could reasonably be expected to be material.

4.7 Brokers or Finders.

The Seller has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable.

4.8 LIMITATION ON WARRANTIES.

EXCEPT AS SET FORTH IN THIS ARTICLE IV, NEITHER THE SELLER NOR ANY AFFILIATE OF THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF THE ACQUIRED ASSETS, OR THE ASSUMED LIABILITIES, OR WITH RESPECT TO ANY INFORMATION PROVIDED TO THE BUYER, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY DISCLAIMED. EXCEPT TO THE EXTENT SET FORTH IN THIS ARTICLE IV, THE SELLER IS SELLING, ASSIGNING AND TRANSFERRING THE ACQUIRED ASSETS

TO THE BUYER ON AN "AS-IS, WHERE-IS" BASIS. THE SELLER'S REPRESENTATIONS AND WARRANTIES SHALL TERMINATE AS OF THE CLOSING DATE.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows:

5.1 Organization.

The Buyer is duly organized, formed or incorporated and validly existing and in good standing under the Laws of the state of such organization, formation or incorporation. The Buyer has all requisite power and authority to carry on its business as currently conducted.

5.2 Authorization of Transaction.

The Buyer has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, and to perform its obligations hereunder and thereunder. Subject to entry of the Approval Order, this Agreement constitutes, and each of the Ancillary Documents executed and delivered by the Buyer constitutes, a valid and legally binding obligation of the Buyer (assuming that this Agreement and such Ancillary Documents will constitute valid and legally binding obligations of the other parties thereto), enforceable in accordance with its terms and conditions, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general equity principles, including principles of commercial reasonableness, good faith and fair dealing.

5.3 Noncontravention; Consents.

(a) The execution and delivery by the Buyer of this Agreement and the Ancillary Documents to which it is a party, and (subject to the Approval Order) the consummation by the Buyer of the transactions contemplated hereby and thereby, do not: (i) violate any Law to which the Buyer is subject, (ii) conflict with or result in a breach of any provision of any of its organizational or governance documents, or (iii) create a breach, default, termination, cancellation or acceleration of any obligation under any contract, agreement or binding commitment to which the Buyer is a party, by which the Buyer is bound or to which the Buyer is subject.

(b) No notices, permits, consents, approvals, authorizations, qualifications or orders of Governmental Entities or third parties are required for the consummation by the Buyer of the transactions contemplated hereby or by the Ancillary Documents.

5.4 Litigation.

There are no legal, administrative, arbitration or other formal proceedings or governmental investigations pending or, to the knowledge of the Buyer, threatened, that question the validity of this Agreement or any of the Ancillary Documents, or any action taken or to be taken by the Buyer in connection with this Agreement or any of the Ancillary Documents.

5.5 Brokers or Finders.

No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of the Buyer to receive any commission, brokerage, finder's fee or other similar compensation arrangement in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Documents.

5.6 Financing.

The Buyer has adequate financing and cash on hand, or will have a commitment for adequate financing on or prior to the Closing Date, to enable it to fulfill its obligations under this Agreement and the Ancillary Documents.

5.7 [Intentionally Omitted].

5.8 Buyer's Investigation.

The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial advisors and hereby acknowledges that it has conducted an investigation of the Acquired Assets. The Buyer acknowledges that it is accepting the Acquired Assets and Assumed Liabilities in their present condition and locations. The Buyer acknowledges that the Seller makes no warranty, express or implied, as to the condition of the Acquired Assets and Assumed Liabilities except as expressly set forth in this Agreement. The Buyer has not relied upon, and the Seller shall not be liable for or bound in any manner by, any express or implied verbal or written information, warranties, guarantees, promises, statements, inducements, representations or opinions pertaining to the Acquired Assets or the Assumed Liabilities except as may be contained in this Agreement. The Buyer shall rely solely upon its own inspection of the Acquired Assets and the Assumed Liabilities, and the Buyer shall accept all of the same in their "AS IS", "WHERE IS", condition. The Buyer acknowledges that the representations and warranties of the Seller contained in this Agreement constitute the sole and exclusive representations and warranties of the Seller to the Buyer in connection with this Agreement and the Ancillary Documents and the transactions contemplated hereby and thereby, and Buyer acknowledges that all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a Claim against the Seller. The Buyer further acknowledges and agrees that the Seller's representations and warranties shall not survive Closing and that the Buyer's only remedies with respect to the Seller's breach of a representation or warranty shall be to terminate this Agreement prior to the Closing to the extent permitted by this Agreement.

ARTICLE VI
COVENANTS

6.1 General.

Each of the Parties will use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done, as soon as practicable, all things necessary, proper or advisable (subject to any Laws) to consummate the Closing and the other transactions contemplated by this Agreement, including the negotiation, execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement

or the Ancillary Documents, including any requisite consent, approval, order or authorization of, or declaration from any Governmental Entity. Neither of the Parties will, without prior written consent of the other Party, take or fail to take, or permit their respective Affiliates to take or fail to take, any action, which would reasonably be expected to prevent or materially impede, interfere with or delay the consummation, as soon as possible, of the transactions contemplated by this Agreement or the Ancillary Documents; *provided*, that nothing in this Section 6.1 prohibits the consummation of an Alternative Transaction.

6.2 Notices and Consents.

Prior to the Closing Date, the Buyer and the Seller will use commercially reasonable efforts to give all notices required to be given by the Buyer or the Seller and to obtain all material consents, approvals or authorizations of any third parties (including any Governmental Entity) that are required to be obtained by either Party in connection with the transactions contemplated by this Agreement. In connection with the foregoing, each Party will (a) promptly notify the other Party of any written communication to that Party or its Affiliates from any Governmental Entity and, subject to Law, provide the other Party with a copy of any written communication to any of the foregoing and (b) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filings, investigation or inquiry concerning the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent permitted by such Governmental Entity, give the other Party the opportunity to attend and participate thereat, with respect to this Agreement or the Ancillary Documents and the transactions contemplated hereby or thereby. Nothing contained herein will require any Party to pay any consideration (except filing and application fees) to any other Person from whom any such consents, approvals or authorizations are requested.

6.3 Effectiveness of Representations and Warranties.

Subject to the restrictions set forth in the Bankruptcy Code or any orders of the Bankruptcy Court, from the date hereof through the Closing Date, the Seller shall use all reasonable efforts to conduct the ownership, operation and maintenance of the Acquired Assets in such a manner so that the representations and warranties contained in Article IV shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

6.4 Conduct of the Business.

(a) Subject to any order of the Bankruptcy Court and the requirements of the Bankruptcy Code, the Seller shall ensure that, after the date hereof and prior to the Closing Date, except (x) as expressly provided by or contemplated under this Agreement, (y) as set forth on Schedule 6.4 or (z) with the prior written consent of the Buyer:

(i) the Seller shall use commercially reasonable efforts under the circumstances to maintain the operation of the Acquired Assets in the ordinary course consistent in all material respects with past practice since the Petition Date and to maintain books, accounts and records relating to the Acquired Assets in accordance with past custom and practice;

(ii) the Seller shall not sell, transfer, lease, sublease, license, relinquish, surrender, encumber or otherwise dispose of any Acquired Asset, except sales of hydrocarbons in the ordinary course of business;

(iii) the Seller will use commercially reasonable efforts under the circumstances to cause the Acquired Assets to be maintained in substantially the same condition (normal wear and tear and obsolescence excepted) that it has heretofore maintained the same and shall operate the Acquired Assets in substantially the same manner as it has heretofore operated the same; and the Seller shall promptly inform the Buyer in writing of any material casualty or other material adverse event with respect to the ownership, operation or use of any Acquired Asset; and

(iv) the Seller shall comply with all Laws with respect to the Acquired Assets in all material respects, and the Seller shall use commercially reasonable efforts under the circumstances to maintain, preserve, renew and keep in full force and effect all Assigned Real Property Interests and material Permits included in the Acquired Assets in all material respects.

6.5 Transfer Taxes.

In the event that any transfer, sales, use, stamp duty, value-added, documentary, registration, recording or other similar Taxes (collectively, "*Transfer Taxes*") are assessed or are required to be paid with respect to the sale, conveyance, assignments, transfers or deliveries of the Acquired Assets to the Buyer, such Transfer Taxes shall be borne and paid by the Buyer. The Seller and the Buyer will execute, deliver and cooperate in timely filing all Tax Returns required to be filed in connection with the payment of such Taxes.

6.6 Access to the Business, Records and Documents.

(a) Except as may be prohibited by Law, by the terms of any contract or under any confidentiality or non-disclosure agreement, prior to the Closing (provided, that the Seller has advised the Buyer of the nature of any such restriction and made such disclosure as is permitted), the Seller will (i) upon reasonable notice, permit representatives of the Buyer to have reasonable access during normal business hours and under reasonable circumstances to all personnel, premises, properties, assets, Books, Records, contracts and documents related to the Acquired Assets and (ii) furnish the Buyer with financial and all other information in the Seller's possession relating to the Acquired Assets and Assumed Liabilities as the Buyer may from time to time reasonably request; *provided, however* that the Buyer may not under any circumstances conduct or cause to be conducted any intrusive or invasive environmental testing at any of the properties of the Seller.

(b) Following Closing the Buyer will preserve and maintain all Books and Records included in the Acquired Assets (including all items under Section 2.2(a)(vii)) and Assumed Liabilities for the period required by applicable Law. During such period, duly authorized representatives of the Seller will, upon reasonable notice, have reasonable access during normal business hours to examine, inspect and copy such Books and Records; provided that, to the extent that disclosing any such information would reasonably be expected to constitute a waiver of attorney-client, work product or other privilege with respect thereto, the Parties will take

all commercially reasonable action to prevent a waiver of any such privilege, including entering into an appropriate joint defense agreement in connection with affording access to such information.

6.7 Publicity.

Following the date hereof, until the Closing or the date the Agreement is terminated or abandoned pursuant to Article IX, neither Party may issue or cause the publication of any press release or other general media communication with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. This Section 6.7 shall not apply to any publication related to a filing with the Securities Exchange Commission.

6.8 Assigned Real Property Interests.

Prior to the Closing Date, Seller shall not amend, modify, supplement, extend, renew or terminate any Assigned Real Property Interest or other Acquired Asset, or enter into any agreement otherwise affecting the Assigned Real Property Interest or Acquired Asset (including property management agreements, service agreements, subleases or licenses with respect thereto) without the Buyer's prior written consent in each such instance.

6.9 Ancillary Documents.

On or prior to the Closing Date, each of the Buyer and the Seller shall execute and deliver to the other Party thereto the Ancillary Documents to which it is a party.

6.10 Confidentiality.

The Buyer acknowledges that the Confidential Information provided to it in connection with this Agreement, including under Section 6.6, and the consummation of the transactions contemplated hereby, is subject to the terms of that certain Confidentiality Agreement dated as of June 26, 2017 by and among the Seller and an affiliate of the Buyer (the "*Confidentiality Agreement*"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Acquired Assets or the Assumed Liabilities; *provided, however*, that the Buyer acknowledges that any and all other Confidential Information provided to it by the Seller or its representatives concerning the Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

6.11 Delivery of Seller Disclosure Schedules.

Notwithstanding anything to the contrary, the Seller shall deliver the Seller Disclosure Schedules, if any, to the Buyer prior to the date of execution hereof, and upon such delivery, the Seller Disclosure Schedules shall be incorporated into this Agreement in accordance with Section 9.13 hereof.

ARTICLE VII
CLOSING CONDITIONS

7.1 Conditions to Obligations of the Buyer.

The obligation of the Buyer to affect the Closing is subject to the fulfillment or waiver on or before the Closing Date of the following conditions:

(a) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects (disregarding all materiality qualifiers or any Dollar amounts of similar import or effect) on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made or given on and as of the Closing Date (other than individual representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date).

(b) The covenants and agreements contained herein or in any Ancillary Documents to be performed or complied with by the Seller on or prior to the Closing Date shall have been performed or complied with in all material respects.

(c) There shall be no litigation pending or, to the Seller's Knowledge, threatened, in which any injunction is sought to prevent the transactions contemplated hereby, or the transfer of the Acquired Assets to the Buyer, free and clear of all Liens, except Permitted Liens.

(d) The Seller will have delivered to the Buyer:

(i) a certificate, dated the Closing Date, duly executed by an officer of the Seller to the effect of Section 7.1(a) and Section 7.1(b) above;

(ii) a duly executed counterpart of the Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as Exhibit C (the "*Bill of Sale, Assignment and Assumption Agreement*");

(iii) such other instruments of sale, transfer, conveyance and assignment as the Buyer may reasonably request to affect the transactions contemplated thereby.

(e) The Bankruptcy Court shall have entered the Approval Order.

7.2 Conditions to Obligations of the Seller.

The obligations of the Seller to affect the Closing are subject to the fulfillment or waiver on or before the Closing Date of the following conditions:

(a) The representations and warranties of the Buyer contained in this Agreement or the Ancillary Documents shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of such dates, except for changes therein specifically permitted by this Agreement or the Ancillary Documents.

(b) The covenants and agreements contained herein or in any Ancillary Document to be performed or complied with by the Buyer on or prior to the Closing Date shall have been performed or complied with in all material respects which shall have been performed in all respects.

(c) There shall be no litigation pending or, to the Buyer's knowledge, threatened, in which any injunction is sought to prevent the transactions contemplated hereby, or the transfer of the Acquired Assets to the Buyer, free and clear of all Liens, except Permitted Liens.

(d) The Buyer shall have delivered:

(i) to the Seller, the Closing Cash Payment;

(ii) to the Seller the Bill of Sale, Assignment and Assumption Agreement, duly executed by the Buyer;

(iii) to the Seller such other instruments as the Seller may reasonably request to affect the transactions contemplated thereby.

(e) The Bankruptcy Court shall have entered the Approval Order.

(f) The Buyer will have delivered to the Seller a certificate, dated the Closing Date, duly executed by an officer of the Buyer to the effect of Section 7.2(a) and Section 7.2(b).

(g) The Escrow Agent shall have delivered the Deposit to Seller.

7.3 Form of Instruments.

To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer and Seller.

ARTICLE VIII **TERMINATION**

8.1 Termination of Agreement.

This Agreement may be terminated at any time prior to Closing and the transactions contemplated hereby may be abandoned:

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

(b) by the Seller or the Buyer if any court of competent jurisdiction or governmental body, authority or agency having jurisdiction, including the Bankruptcy Court, shall have issued an order, decree or ruling or taken any other action that is enforceable notwithstanding the automatic stay imposed by Section 362(a) of the Bankruptcy Code (which order, decree, ruling or other action the Parties hereto shall use commercially reasonable efforts to lift) restraining,

enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a Final Order;

(c) by the Seller, if there has been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Buyer which, if not cured, would reasonably be expected to render the satisfaction of any of the conditions set forth in Section 7 impossible and such breach has not been cured within ten (10) days following the Seller's written notice of such breach; *provided* that the right to terminate this Agreement under this Section 8.1(c) shall not be available to the Seller if the Seller is in material breach of this Agreement;

(d) by the Buyer, if there has been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of the Seller which, if not cured, would reasonably be expected to render the satisfaction of any of the conditions set forth in Section 7.1 impossible and such breach has not been cured within ten (10) days following the Buyer's written notice of such breach; *provided* that that the right to terminate this Agreement under this Section 8.1(d) shall not be available to the Buyer if the Buyer is in material breach of this Agreement;

(e) by either Party, upon written notice given to the other Party, if the Closing shall not have occurred on or before fifteen (15) business days after the Approval Order becomes a Final Order; *provided, however*, that the right to terminate this Agreement under this Section 8.1(e) shall not be available to a Party if such Party has failed to perform in all material respects its obligations under this Agreement and such failure has been the cause of, or results in, the failure of the Closing to occur on or prior to ten (10) days after the Approval Order becomes a Final Order;

(f) by the Buyer or the Seller if the Bankruptcy Court enters an order dismissing the Bankruptcy Case, or converting the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; and

(g) (i) by the Buyer (A) if the Seller enters into an Alternative Transaction or (B) if the Bankruptcy Court approves an Alternative Transaction or (ii) by the Buyer or the Seller if the Seller consummates an Alternative Transaction in the Bankruptcy Case or consummates any plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization that is inconsistent with the consummation of the transactions contemplated by this Agreement.

8.2 Effect of Termination.

If any Party terminates this Agreement pursuant to Section 8.1 above, all of the unperformed obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party; *provided*, that (a) if the Seller terminates this Agreement pursuant to Section 8.1(c), the Seller shall retain the Deposit as liquidated damages for the Buyer's breach of this Agreement as the Seller's sole remedy; and (b) if this Agreement is terminated for any reason other than as set forth in (a) above, within five days after such termination the Seller and the Buyer shall jointly instruct the Escrow Agent to pay and refund the Deposit to the Buyer.

Notwithstanding the foregoing, if the Seller consummates an Alternative Transaction, the Seller may terminate this Agreement without liability to the Buyer, other than the return of the Deposit. It is expressly understood and agreed that the Seller's entry into an Alternative Transaction shall not be a breach of this Agreement by the Seller.

ARTICLE IX
MISCELLANEOUS

9.1 Non-Survival of Representations and Warranties.

Non-Survival of Representations and Warranties. The representations and warranties respectively made by Seller and Buyer in this Agreement and in any certificate delivered hereunder will expire as of the Closing. Subsequent to Closing, no claim with respect to any breach of any representation or warranty contained in this Agreement may be pursued or maintained (either hereunder or otherwise) against the other Party. The Parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

9.2 Notices.

All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given (a) when personally delivered, (b) when sent by facsimile (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day), (c) when sent by electronic mail (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day), (d) one (1) Business Day after being sent by reputable overnight express courier (charges prepaid), or (e) three (3) Business Day following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, requests, demands and communications to the Parties shall be sent to the addresses indicated below:

If to the Seller:

Adams Resources Exploration Corp.
P.O. Box 844
Houston, TX 77001
Attention: John Riney
President
Facsimile No.: _____
Email: johnr@adamsresources.com

With a copy (which will not constitute notice) to:

Sullivan Hazeltine Allinson LLC
901 North Market Street, Suite 1300
Wilmington, DE 19801
Attention: William A. Hazeltine

Facsimile No.: (302) 428-8195
Email: whazeltine@sha-llc.com
and

Gavin Solmonese LLC
919 North Market Street, Suite 600
Wilmington, DE 19801
Attention: Stan Mastil
Facsimile No.: (302) 655-6063
Email: stanley.mastil@gavinsolmonese.com

If to the Buyer:

Sequitur Permian, LLC
Two Briarlake Plaza
2050 W. Sam Houston Pkwy. S., Suite 1850
Houston, Texas 77042
Attention: Mike van den Bold
Facsimile No.: (713) 395-3099
Email: mcvdb@sequiturerenergy.com

With a copy (which will not constitute notice) to:

Porter Hedges LLP
1000 Main, 36th Floor
Houston, Texas 77002
Attention: Joshua W. Wolfshohl
Facsimile No.: (713) 226-6695
Email: jwolfshohl@porterhedges.com

or to such other address or to the attention of such other party that the recipient party has specified by prior written notice to the sending party in accordance with the preceding.

9.3 Counterparts; Electronic Execution. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one (1) or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an “*Electronic Delivery*”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either Party hereto, each other Party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to the other Party. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.4 Expenses; No Offset.

Except as expressly provided in this Agreement, each of the Buyer and the Seller, and their respective Affiliates, will bear their own costs and expenses (including legal, accounting and investment banking fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not such transactions are consummated. Neither Party may make any offset against amounts due to the other Party pursuant to this Agreement, the Ancillary Documents or otherwise. Notwithstanding the foregoing, in the event of any suit or action based on breach of this Agreement, the prevailing Party shall be entitled to recover its reasonable costs, including, but not limited to, attorney fees in addition to such other remedies as may be allowed by Law.

9.5 Bulk Sales or Transfer Laws.

The Buyer waives compliance by the Seller with the provisions of any bulk sales Laws that may be applicable to the transactions contemplated by this Agreement.

9.6 Assignment; Successors and Assigns.

Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by the Buyer (whether by operation of Law or otherwise) without the prior written consent of the Seller; *provided, however*, that, no such assignment or delegation shall relieve the Buyer of its obligations under this Agreement. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.7 Amendment; Waiver.

This Agreement may be amended by a written instrument executed and delivered by the Seller and the Buyer. At any time prior to the Closing, the Parties may extend the time for performance of or waive compliance with any of the covenants or agreements of the other Party to this Agreement, and may waive any breach of the representations or warranties of such other Party. No agreement extending or waiving any provision of this Agreement will be valid or binding unless it is in writing and is executed and delivered by or on behalf of the Party against which it is sought to be enforced.

9.8 Severability; Specific Performance.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. Each Party acknowledges and agrees that the other Party may be irreparably damaged if any provision of this Agreement is not performed in accordance with its terms or otherwise is breached. Accordingly, each Party agrees that the other Party may be entitled, subject to a determination by a court of competent jurisdiction, to injunctive relief to prevent any such failure of performance or breach and to enforce specifically this Agreement and any of the terms and provisions hereof.

9.9 Descriptive Headings.

The descriptive headings of this Agreement are inserted for convenience only and will not constitute a part of this Agreement.

9.10 No Third-Party Beneficiaries.

This Agreement will not confer any rights or remedies upon any Person or entity other than the Parties hereto, their respective successors and permitted assigns.

9.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against either Party. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise. Whenever a Party's consent, approval or satisfaction is required under this Agreement, the decision as to whether or not to consent or approve or be satisfied shall be in the sole and exclusive discretion of such Party, and such Party's decision shall be final and conclusive.

9.12 Entire Agreement.

This Agreement and the Ancillary Documents collectively constitute the entire agreement among the Parties and supersede any prior and contemporaneous understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

9.13 Exhibits and Schedules.

The Exhibits and Schedules attached to this Agreement are made a part of this Agreement as if set forth fully herein.

9.14 Non-Recourse.

No past, present or future director, officer, employee, incorporator, member, partner, equity holder, lender, agent or representative of either Party shall have any liability for any obligations or Liabilities of such Party under this Agreement or the Ancillary Documents of or for any Claim, counterclaim, cause of action or demand based on, in respect of, or by reason of, the transactions contemplated hereby and thereby except for any Claim against an individual based on the fraud of such individual in connection with the representations set forth in Article IV and Article V hereof.

9.15 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas (regardless of the Laws that might otherwise govern under applicable Texas principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9.16 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 9.2 hereof; *provided, however*, that if the Bankruptcy Case has closed, the Parties agree, subject to their respective rights to seek to reopen the Bankruptcy Case, to unconditionally and irrevocably submit to the exclusive jurisdiction of any state or federal court sitting in Houston, Texas and any appellate court from any thereof, for the resolution of any such Claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.2.

9.17 Closing Actions. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the Party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

9.18 Conflict Between Transaction Documents. The Parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement or document referred to herein, this Agreement shall govern and control.

9.19 Time Periods. Unless specified otherwise, any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days (and not Business Days); provided, however, that if the last day for taking such action falls on a day that is not a Business Day, the period during which such action may be taken shall be automatically extended to the next Business Day.

9.20 WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

9.21 United States Dollars.

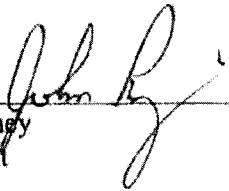
All references to "\$" in this agreement are to U.S. Dollars. For purposes of computing the value of any item that originally may have been denominated in any foreign currency and subsequently converted to U.S. Dollars, the amount shall be computed by converting the amount expressed in such foreign currency to U.S. Dollars at the official rate for conversion of U.S. Dollars to such foreign currency as published in the *Wall Street Journal* for the day preceding the date on which such item is incurred, paid, or calculated, as the case may be.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Asset Purchase Agreement on the date first written above.

SELLER:

ADAMS RESOURCES EXPLORATION CORPORATION

By: 
Name: John Ringy
Title: President

BUYER:

SEQUITUR PERMIAN, LLC

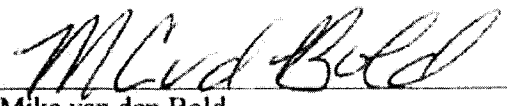
By: 
Name: Mike van den Bold
Title: President and Chief Operating Officer

EXHIBIT A - Assigned Real Property Interests

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

LEASE #	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION FROM OFFICIAL PUBLIC RECORDS OF COUNTY/STATE STATED BELOW
0089640/002	BOB R HUGHES AND WIFE, SHIRLEY K. HUGHES	MAYNE & MERTZ, INC	4/15/2008	BK: 0173 PG: 0515 IRION COUNTY, TEXAS
0089849/001	DAVID M MUNSON, CHARLES C. MUNSON FAMILY TRUST, JOHN KERR MUNSON FAMILY TRUST, DAVID M. MUNSON JR FAMILY TRUST	SOCORRO EXPLORATION, INC	5/1/2008	BK: 0173 PG: 0834, IRION COUNTY, TEXAS
0089927/001	DEBORAH LINTHICUM WEATHERFORD, CYNTHIA LINTHICUM THEIMER AND E.H. LINTHICUM, II	EOG RESOURCES, INC	6/1/2011	BK: 0192 PG: 0065 IRION COUNTY, TEXAS
0089848/000	HORACE HAROLD LINTHICUM AND WIFE, SUZANNE RUSSELL LINTHICUM	SOCORRO EXPLORATION, INC	2/22/2008	BK: 0173 PG: 0832 IRION COUNTY, TEXAS
0089925/000	HORACE HAROLD LINTHICUM AND WIFE, SUZANNE RUSSELL LINTHICUM AND EUGENE HAROLD LINTHICUM	MAYNE & MERTZ, INC	6/17/2008	BK: 0174 PG: 0851 IRION COUNTY, TEXAS
0089873/000	LUCY HINDE TRUST, BY LUCY HINDE, TRUSTEE	EOG RESOURCES, INC	1/18/2011	BK: 0188 PG: 0546 IRION COUNTY, TEXAS
0089640/001	THE MATTHEW WILLIAM FAUDREE IRREVOCABLE MANAGEMENT TRUST	MAYNE & MERTZ, INC	6/3/2008	MEMO-BK: 0174 PG: 0841 IRION COUNTY, TEXAS AMENDMENT-BK: 0179 PG: 724 IRION COUNTY, TEXAS
0089636/000	NOELKE TRUST, BY HAL T. NOELKE, TRUSTEE	MAYNE & MERTZ, INC	8/15/2008	BK: 0175 PG: 0571 IRION COUNTY, TEXAS
0089932/000	SONORA-BARNHART RANCHES, LTD AND RICHARD G MAYER	MAYNE & MERTZ, INC	6/1/2008	BK: 0175 PG: 0251 IRION COUNTY, TEXAS
0089897/000	STATE OF TEXAS (LEASE 108998)	CLINE DEVELOPMENT LLC	4/9/2008	BK: 0174 PG: 0443, IRION COUNTY, TEXAS BK: 0718 PG: 0495, CROCKETT COUNTY, TEXAS
0089898/000	STATE OF TEXAS (LEASE 108999)	CLINE DEVELOPMENT	4/9/2008	BK: 0700 PG: 0504 CROCKETT COUNTY, TEXAS
0089899/000	STATE OF TEXAS (LEASE 109000)	CLINE DEVELOPMENT	4/9/2008	BK: 0700 PG: 0514, CROCKETT COUNTY, TEXAS
0089900/000	STATE OF TEXAS (LEASE 109001)	CLINE DEVELOPMENT	4/9/2008	BK: 0700 PG: 0524, CROCKETT COUNTY, TEXAS
0089870/000	STATE OF TEXAS (LEASE 109044)	SOCORRO EXPLORATION INC	4/9/2008	BK: 0173 PG: 0871, IRION COUNTY, TEXAS
0089815/000	STATE OF TEXAS (LEASE 109045)	CLINE DEVELOPMENT	4/9/2008	BK: 0174 PG: 0453, IRION COUNTY, TEXAS
0089867/000	STATE OF TEXAS (LEASE 109046)	SOCORRO EXPLORATION INC	4/9/2008	BK: 0173 PG: 0841, IRION COUNTY, TEXAS
0089868/000	STATE OF TEXAS (LEASE 109047)	SOCORRO EXPLORATION INC	4/9/2008	BK: 0173 PG: 0851, IRION COUNTY, TEXAS
0089869/000	STATE OF TEXAS (LEASE 109048)	SOCORRO EXPLORATION INC	4/9/2008	BK: 0173 PG: 0861, IRION COUNTY, TEXAS
0089901/000	STATE OF TEXAS (LEASE 109788)	MAYNE & MERTZ INC	10/22/2008	BK: 0181 PG: 0074 IRION COUNTY, TEXAS BK: 0708 PG: 00482, CROCKETT COUNTY, TEXAS
0089902/000	STATE OF TEXAS (LEASE 109789)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0492, CROCKETT COUNTY, TEXAS BK: 0181 PG: 0084 IRION COUNTY, TEXAS
0089903/000	STATE OF TEXAS (LEASE 109790)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0502, CROCKETT COUNTY, TEXAS
0089904/000	STATE OF TEXAS (LEASE 109791)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0512, CROCKETT COUNTY, TEXAS
0089905/000	STATE OF TEXAS (LEASE 109792)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0522, CROCKETT COUNTY, TEXAS
0089906/000	STATE OF TEXAS (LEASE 109795)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 532, CROCKETT COUNTY, TEXAS
0089907/000	STATE OF TEXAS (LEASE 109797)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0542, CROCKETT COUNTY, TEXAS
0089908/000	STATE OF TEXAS (LEASE 109798)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0552, CROCKETT COUNTY, TEXAS
0089816/000	STATE OF TEXAS (LEASE 109799)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0215, IRION COUNTY, TEXAS
0089817/000	STATE OF TEXAS (LEASE 109800)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0225, IRION COUNTY, TEXAS
0089818/000	STATE OF TEXAS (LEASE 109801)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0235, IRION COUNTY, TEXAS
0089819/000	STATE OF TEXAS (LEASE 109802)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0215, IRION COUNTY, TEXAS
0089820/000	STATE OF TEXAS (LEASE 109803)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0255, IRION COUNTY, TEXAS
0089821/000	STATE OF TEXAS (LEASE 109804)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0265, IRION COUNTY, TEXAS
0089774/000	STATE OF TEXAS (LEASE 109805)	MAYNE & MERTZ INC	10/21/2008	BK: 0708 PG:0562, CROCKETT COUNTY, TEXAS
0089822/000	STATE OF TEXAS (LEASE 109806)	MAYNE & MERTZ INC	10/22/2008	BK: 0181 PG: 0103, CROCKETT COUNTY, TEXAS BK: 0181 PG: 0094 IRION COUNTY, TEXAS
0089823/000	STATE OF TEXAS (LEASE 109807)	MAYNE & MERTZ INC	10/22/2008	BK: 0181 PG: 0113, CROCKETT COUNTY, TEXAS BK: 0181 PG: 0104 IRION COUNTY, TEXAS
0089824/000	STATE OF TEXAS (LEASE 109808)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0592, CROCKETT COUNTY, TEXAS BK: 0181 PG: 0114, IRION COUNTY, TEXAS

EXHIBIT A - Assigned Real Property Interests

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

0089530/000	STATE OF TEXAS (LEASE 109809)	EOG RESOURCES INC	10/22/2008	BK: 0177 PG: 0462, IRION COUNTY, TEXAS BK: 0707 PG: 0649, CROCKETT COUNTY, TEXAS
0089772/000	STATE OF TEXAS (LEASE 109813)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0602, CROCKETT COUNTY, TEXAS
0089771/000	STATE OF TEXAS (LEASE 109814)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0612, CROCKETT COUNTY, TEXAS
0089770/000	STATE OF TEXAS (LEASE 109815)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0622, CROCKETT COUNTY, TEXAS
0089769/000	STATE OF TEXAS (LEASE 109816)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0632, CROCKETT COUNTY, TEXAS
0089768/000	STATE OF TEXAS (LEASE 109817)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0642, CROCKETT COUNTY, TEXAS
0089767/000	STATE OF TEXAS (LEASE 109818)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0652, CROCKETT COUNTY, TEXAS
0089773/000	STATE OF TEXAS (LEASE 109819)	MAYNE & MERTZ INC	10/22/2008	BK: 0708 PG: 0662, CROCKETT COUNTY, TEXAS
0089876/000	STATE OF TEXAS (LEASE 109820)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0275, IRION COUNTY, TEXAS
0089877/000	STATE OF TEXAS (LEASE 109821)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0285, IRION COUNTY, TEXAS
0089878/000	STATE OF TEXAS (LEASE 109822)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0295, IRION COUNTY, TEXAS
0089880/000	STATE OF TEXAS (LEASE 109826)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0325, IRION COUNTY, TEXAS
0089881/000	STATE OF TEXAS (LEASE 109827)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0335, IRION COUNTY, TEXAS
0089882/000	STATE OF TEXAS (LEASE 109828)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0345, IRION COUNTY, TEXAS
0089883/000	STATE OF TEXAS (LEASE 109829)	MAYNE & MERTZ INC	10/22/2008	BK: 0177 PG: 0355, IRION COUNTY, TEXAS
0089995/000	STATE OF TEXAS (LEASE 112314)	OSBORN HEIRS COMPANY	3/30/2011	BK: 0740 PG: 0497, CROCKETT COUNTY, TEXAS
0089994/000	STATE OF TEXAS (LEASE 113389)	OSBORN HEIRS COMPANY	9/21/2011	BK: 0747 PG: 071, CROCKETT COUNTY, TEXAS
0089993/000	STATE OF TEXAS (LEASE 113390)	OSBORN HEIRS COMPANY	9/21/2011	BK: 0747 PG: 0728, CROCKETT COUNTY, TEXAS
0089997/000	STATE OF TEXAS (LEASE 93317)	MOBIL PRODUCING TEXAS & NEW MEXICO INC	11/16/1988	BK: 0440 PG: 0201, CROCKETT COUNTY, TEXAS
0089966/000	STATE OF TEXAS (LEASE 95549)	GROVER MCKINNEY OIL COMPANY	6/23/1993	BK: 0495 PG: 0129, CROCKETT COUNTY, TEXAS

EXHIBIT B

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

Operator	Unit / Well No.	Unit / Well / Name	County / Parish/State	Formation
SEM Operating	4335007	Noelke A #1H	Irion, TX	Permian
SEM Operating	4335008	Faudree #1H	Irion, TX	Permian
SEM Operating	4335009	Faudree #2H	Irion, TX	Permian
SEM Operating	4337301	University 40 #1301H	Irion, TX	Permian
SEM Operating	4341501	University 40 #1402H	Irion, TX	Permian
SEM Operating	4341502	University 40 #1404H	Irion, TX	Permian
SEM Operating	4341503	University 40 #1405H	Irion, TX	Permian
SEM Operating	4341504	University 40 #1302	Irion, TX	Permian
SEM Operating	4341505	University 40 #1501H	Crockett, TX	Permian
SEM Operating	4341506	University 40 #1502H	Crockett, TX	Permian
SEM Operating	4341507	Munson #2701H	Irion, TX	Permian
SEM Operating	4341508	Linthicum I #5H	Irion, TX	Permian
SEM Operating	4341509	University 43 #1001H	Irion, TX	Permian
SEM Operating	4341510	University 40 #1503H	Irion, TX	Permian
SEM Operating	4341511	University 40 #1504H	Irion, TX	Permian
SEM Operating	4341512	University 38 #0701H	Irion, TX	Permian
SEM Operating	4341513	University 40A #0401H	Irion, TX	Permian
SEM Operating	4341514	University 40 #1308H	Irion, TX	Permian
SEM Operating	4341515	University 40 #1309H	Irion, TX	Permian
SEM Operating	4341516	University 43 #0901H	Irion, TX	Permian
SEM Operating	4341518	University 40 #1305H	Irion, TX	Permian
SEM Operating	4341519	University 40 #1306H	Irion, TX	Permian
SEM Operating	4341520	University 40 #1307H	Irion, TX	Permian
SEM Operating	4341521	Linthicum I #4H	Irion, TX	Permian
SEM Operating	4341522	University 43 #0902H	Irion, TX	Permian
SEM Operating	4341523	University 40 #2102H	Crockett, TX	Permian
SEM Operating	4341525	Mayer #5002H	Irion, TX	Permian
SEM Operating	4341526	University 40 #1401H RE	Irion, TX	Permian
SEM Operating	4341527	University 40 #1304H	Irion, TX	Permian
SEM Operating	4341528	University 40 #1403H	Irion, TX	Permian
SEM Operating	4341529	University 38 #0601H	Irion, TX	Permian
SEM Operating	4341530	University 40A #0402H	Irion, TX	Permian
SEM Operating	4341531	University 40A #0403H	Irion, TX	Permian
SEM Operating	4341532	Linthicum M #1H	Irion, TX	Permian
SEM Operating	4341533	University 40#1505H	Irion, TX	Permian
SEM Operating	4341534	University 40 #1303H	Irion, TX	Permian
SEM Operating	4341535	Faudree #4H	Irion, TX	Permian
SEM Operating	4341536	Mayer #5001H	Irion, TX	Permian
SEM Operating	4341538	University 43A #0801H	Irion, TX	Permian
SEM Operating	4341539	University 43A #0802H	Irion, TX	Permian
SEM Operating	4341540	University 43A #0803H	Irion, TX	Permian
SEM Operating	4341541	University 43A #0804H	Irion, TX	Permian
SEM Operating	4341542	University 43A #0805H	Irion, TX	Permian
SEM Operating	4341543	University 43A #0806H	Irion, TX	Permian
SEM Operating	4341544	University 43A #0807H	Irion, TX	Permian

EXHIBIT B

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

SEM Operating	4341545	Linthicum M #2H	Irion, TX	Permian
SEM Operating	4341546	University 40 #1311H	Irion, TX	Permian
SEM Operating	4341547	University 40 #1310H	Irion, TX	Permian
SEM Operating	4341548	University 40 #1312H	Irion, TX	Permian
SEM Operating	4341549	University 40 #1313H	Irion, TX	Permian
SEM Operating	4341550	University 40 #1314H	Irion, TX	Permian
SEM Operating	4341551	Linthicum A #1H	Irion, TX	Permian
SEM Operating	4341552	Linthicum A #2H	Irion, TX	Permian
SEM Operating	4341553	Munson #1001H	Irion, TX	Permian
SEM Operating	4341554	Munson #1002H	Irion, TX	Permian
SEM Operating	4341555	Munson #1003H	Irion, TX	Permian
SEM Operating	4341556	Faudree #5H	Crockett, TX	Permian
SEM Operating	4341557	Faudree #6H	Crockett, TX	Permian
SEM Operating	4341558	Faudree #7H	Crockett, TX	Permian
SEM Operating	4341559	University 40 #2104H	Crockett, TX	Permian
SEM Operating	4341560	University 40 #2106H	Crockett, TX	Permian
SEM Operating	4341561	Mayer #5003H	Irion, TX	Permian
SEM Operating	4341562	Mayer #5005H	Irion, TX	Permian
SEM Operating	4341563	Mayer #5007H	Irion, TX	Permian
SEM Operating	4341564	Mayer #5009H	Irion, TX	Permian
SEM Operating	4341565	Faudree #8H	Crockett, TX	Permian
SEM Operating	4341566	Linthicum M #3H	Irion, TX	Permian
SEM Operating	4341567	Linthicum M #4H	Irion, TX	Permian
SEM Operating	4341568	Linthicum M #5H	Irion, TX	Permian
SEM Operating	4341569	University 40B #1601H	Irion, TX	Permian
SEM Operating	4341570	University 40B #1602H	Irion, TX	Permian
SEM Operating	4341571	University 40B #1603H	Irion, TX	Permian
SEM Operating	4341572	Mayer SL #5013UH	Irion, TX	Permian
SEM Operating	4341573	Mayer SL #5013LH	Irion, TX	Permian
SEM Operating	4341574	University 43 #0903H	Irion, TX	Permian
SEM Operating	4341575	University 43 #0905H	Irion, TX	Permian
SEM Operating	4341576	University 43 #0907H	Irion, TX	Permian
SEM Operating	4341577	University 43 #0909H	Irion, TX	Permian
SEM Operating	4341578	University 43 #0911H	Irion, TX	Permian
SEM Operating	4341579	Munson #1004H	Irion, TX	Permian
SEM Operating	4341580	Linthicum I #1H	Irion, TX	Permian
SEM Operating	4341581	Linthicum I #2H	Irion, TX	Permian
SEM Operating	4341582	Linthicum I #3H	Irion, TX	Permian
SEM Operating	4341583	Linthicum I #6H	Irion, TX	Permian
SEM Operating	4341584	Linthicum I #7H	Irion, TX	Permian
SEM Operating	4341585	University 43 #1009H	Irion, TX	Permian
SEM Operating	4341586	University 43 #1011H	Irion, TX	Permian
SEM Operating	4341587	University 38 #0602H	Crockett, TX	Permian
SEM Operating	4341588	University 38 #0603H	Crockett, TX	Permian
SEM Operating	4341589	University 38 #0604H	Crockett, TX	Permian
SEM Operating	4341590	University 38 #0605H	Crockett, TX	Permian
SEM Operating	4341591	University 38 #0606H	Crockett, TX	Permian

EXHIBIT B

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

SEM Operating	4341592	University 43 #0913H	Irion, TX	Permian
SEM Operating	4341594	University 40 #1407H	Irion, TX	Permian
SEM Operating	4341595	University 40 #1408H	Irion, TX	Permian
SEM Operating	4341596	University 40 #1409H	Irion, TX	Permian
SEM Operating	4341597	University 43 #1003H	Irion, TX	Permian
SEM Operating	4341598	University 43 #1005H	Irion, TX	Permian
SEM Operating	4341599	University 43 #1007H	Irion, TX	Permian
SEM Operating	4345501	Faudree #9H	Irion, TX	Permian
SEM Operating	4345502	Faudree #10H	Irion, TX	Permian
SEM Operating	4345503	Faudree #11H	Irion, TX	Permian
SEM Operating	4345504	Faudree #12H	Irion, TX	Permian
SEM Operating	4345505	Munson #1005H	Irion, TX	Permian
SEM Operating	4345506	Munson #1006H	Irion, TX	Permian
SEM Operating	4345507	Munson #1007H	Irion, TX	Permian
SEM Operating	4345508	University 40C #1701H	Irion, TX	Permian
SEM Operating	4345509	University 40C #1702H	Irion, TX	Permian
SEM Operating	4345510	University 40C #1703H	Irion, TX	Permian
SEM Operating	4345512	Linthicum M #6H	Irion, TX	Permian
SEM Operating	4345513	Linthicum M #7H	Irion, TX	Permian
SEM Operating	4345514	Linthicum M #8H	Irion, TX	Permian
SEM Operating	4345515	University 40D #0701H	Irion, TX	Permian
SEM Operating	4345516	University 40D #0702H	Irion, TX	Permian
SEM Operating	4345517	University 40D #0703H	Irion, TX	Permian
SEM Operating	4345520	University 40 #1412H	Irion, TX	Permian
SEM Operating	4345521	Mayer #4501	Irion, TX	Permian
SEM Operating	4345522	Mayer #4503	Irion, TX	Permian
SEM Operating	4345523	Mayer #5011H	Irion, TX	Permian
SEM Operating	4345525	University 43 #0906H	Irion, TX	Permian
SEM Operating	4345527	University 40C #1705H	Irion, TX	Permian
SEM Operating	4345528	University 40C #1706H	Irion, TX	Permian
SEM Operating	4345529	University 40C #1707H	Irion, TX	Permian
SEM Operating	4345530	University 38R #0701H	Crockett, TX	Permian
SEM Operating	4345531	University 38R #0702H	Crockett, TX	Permian
SEM Operating	4345532	University 38R #0703H	Crockett, TX	Permian
SEM Operating	4345533	University 38R #0704H	Crockett, TX	Permian
SEM Operating	4345534	Noelke A #701	Irion, TX	Permian
SEM Operating	4345535	Noelke A #702	Irion, TX	Permian
SEM Operating	4345536	Noelke A #703	Irion, TX	Permian
SEM Operating	4345537	Mayer #5015H	Irion, TX	Permian
SEM Operating	4345538	Mayer #5017H	Irion, TX	Permian
SEM Operating	4345539	University 40 #1001H	Crockett, TX	Permian
SEM Operating	4345540	University 40 #1002H	Crockett, TX	Permian
SEM Operating	4345541	University 40 #1003H	Crockett, TX	Permian
SEM Operating	4345543	Faudree #13H	Irion, TX	Permian
SEM Operating	4345544	Faudree #14H	Irion, TX	Permian
SEM Operating	4345545	Faudree #15H	Irion, TX	Permian
SEM Operating	4345546	University 38D #1501H	Irion, TX	Permian

EXHIBIT B

To Asset Purchase Agreement dated August 1, 2017, by and between
Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, as Seller

SEM Operating	4345547	University 38D #1502H	Irion, TX	Permian
SEM Operating	4345548	University 38D #1503H	Crockett, TX	Permian
SEM Operating	4345549	University 38D #1504H	Crockett, TX	Permian
SEM Operating	4345550	Munson A #1701H	Irion, TX	Permian
SEM Operating	4345551	Munson A #1702H	Irion, TX	Permian
SEM Operating	4345552	Munson A #1703H	Irion, TX	Permian
SEM Operating	4345553	Mayer #4505H	Irion, TX	Permian
SEM Operating	4345554	Mayer #4507H	Irion, TX	Permian
SEM Operating	4345557	University 38O #1501H	Irion, TX	Permian
SEM Operating	4345558	University 38O #1502H	Irion, TX	Permian
SEM Operating	4345559	Faudree # 16H	Irion, TX	Permian
SEM Operating	4345560	Faudree # 17H	Irion, TX	Permian
SEM Operating	4345561	University Lucy #0101H	Irion, TX	Permian
SEM Operating	4345562	Munson B #1801H	Irion, TX	Permian
SEM Operating	4345563	Munson B #1802H	Irion, TX	Permian
SEM Operating	4345564	Mayer #4513H	Irion, TX	Permian
SEM Operating	4345565	Mayer #4515H	Irion, TX	Permian
SEM Operating	4345566	Mayer #4517H	Irion, TX	Permian
SEM Operating	4345567	Munson B #1704H	Irion, TX	Permian
SEM Operating	4345568	Munson B #1705H	Irion, TX	Permian
SEM Operating	4345569	University 38OR #1401H	Irion, TX	Permian
SEM Operating	4345570	University 38OR #1402H	Irion, TX	Permian
SEM Operating	4345571	Noelke A #0704H	Irion, TX	Permian
SEM Operating	4345572	Noelke A #0705H	Irion, TX	Permian
SEM Operating	4345573	University Lucy #0102H	Irion, TX	Permian
SEM Operating	4345574	University Lucy #0103H	Irion, TX	Permian
SEM Operating	4345575	Munson B #1706H	Irion, TX	Permian
SEM Operating	4345580	University Lucy #0104H	Irion, TX	Permian
SEM Operating	4345581	University Lucy #0105H	Irion, TX	Permian
SEM Operating	4345582	Noelke A #0706H	Irion, TX	Permian
SEM Operating	4345583	Noelke A #0707H	Irion, TX	Permian
SEM Operating	4345585	University 40 #2101WC	Crockett, TX	Permian
SEM Operating		Linthicum B 4WB	Irion, TX	Permian
SEM Operating		Linthicum B 5WC	Irion, TX	Permian
SEM Operating		Linthicum C #01 WB	Irion, TX	Permian
SEM Operating		Linthicum C #01 WC	Irion, TX	Permian
SEM Operating		Mayer 4512 WB	Irion, TX	Permian
SEM Operating		Mayer 4512 WC	Irion, TX	Permian
SEM Operating		Mayer 4510 WB	Irion, TX	Permian

EXHIBIT C

To Asset Purchas Agreement dated August 1, 2017, by and between Sequitur Permian, LLC, as Buyer, and Adams Resources Exploration Corporation, Seller

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the "*Assignment*") dated August 1, 2017, effective as of the Effective Time, is made and executed by and between Adams Resources Exploration Corporation, whose address is P.O. Box 844, Houston, Texas 77001 ("*Assignor*") and Sequitur Permian, LLC, whose address is Two Briarlake Plaza, 2050 W. Sam Houston Pkwy. S., Suite 1850, Houston, Texas 77042 ("*Assignee*"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

1. **Assignment and Conveyance**. Assignor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, AND DELIVERS unto Assignee all of Assignor's right, title and interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, whether present, contingent or reversionary, in and to the following, LESS AND EXCEPT the Excluded Assets (collectively, the "*Acquired Assets*");

(a) All oil and gas leases, oil, gas and mineral leases or subleases, and other leasehold interests, and the leasehold estates created thereby, including carried interests, rights of recoupment, options, reversionary interests, convertible interests and rights to reassignment, licenses and other agreements and all mineral interests, royalty interests, overriding royalty interests, net profits interests, production payments and other rights of a similar nature located in Crockett and Irion Counties, Texas including those described in Exhibit A, including each amendment, modification and supplement to and of the foregoing, and including all of Assignor's right, title and interests in the foregoing, located in Crockett and Irion Counties, Texas, and operated by Assignee or its affiliates, whether or not fully or properly described in Exhibit A (the "*Assigned Real Property Interests*"); and

(b) All oil, gas and other hydrocarbon wells and all disposal, water and monitoring wells located on the Assigned Real Property Interests and all other lands included in units with which the Assigned Real Property Interests may have been pooled or unitized described in Exhibit B attached hereto and all other related real, personal, tangible or intangible property related to the foregoing (the "*Wells*"); and

(c) To the extent assignable, all contracts, agreements and licenses set forth on Exhibit C (collectively, the "*Assigned Contracts*") to the extent relating to the Assigned Real Property Interests or the Wells, provided, however, that the Assigned Contracts are not being assumed and assigned to the Assignee pursuant to Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq; and

(d) All other oil and gas assets set forth on Exhibit D, all Assigned Real Property Interests, all Wells located on the Assigned Real Property Interests and all other

lands included in units with which the Assigned Real Property Interests may have been pooled or unitized, the Tangible Personal Property relating to the Assigned Real Property Interests or the Wells, all other interests located in Crockett and Irion Counties, Texas, operated by Assignee or its affiliates and all other related real, personal, tangible or intangible property related to any of the foregoing (the "*Oil and Gas Assets*"); and

(e) All oil, gas, casinghead gas, coalbed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof produced from the Assigned Real Property Interests or the Wells from and after the Effective Time and all revenue generated by or arising from the Oil and Gas Assets following the Effective Time (the "*Oil and Gas Revenue*"); and

(f) All approvals, agreements, authorizations, permits, licenses, easements, orders, certificates, registrations, franchises, qualifications, leases, rulings, waivers, variances or other forms of permission, consent, exemption or authority issued, granted, given or otherwise made available by or under the authority of any Governmental Entity, which are used or held for use in connection with the ownership or operation of the Oil and Gas Assets; and

(g) All books, records, ledgers, files, documents, correspondence, lists, plats, specifications, surveys, drawings, reports and other materials (in whatever form or medium) of the Assignor related to the Acquired Assets including, without limitation, all files, records, information and data, whether written or electronically stored, relating the operations, environmental, health and safety, accounting, tax, lease, land and title records (including abstracts of title, title opinions and title curative documents), contract files, correspondence, log books and operating data and facility and well records relating to the Oil and Gas Assets (collectively, the "*Books and Records*"); *provided*, that the Assignor may retain copies of the foregoing for administrative purposes; and

(h) All goodwill arising in connection with ownership, of the Acquired Assets; and

(i) All equipment, machinery, fixtures and other tangible personal property and improvements located on, primarily used or held for use, or otherwise obtained in connection with the ownership or operation of the Assigned Real Property Interests or the Wells or the gathering, treating, storing, compressing, processing or transporting hydrocarbons on and from the Assigned Real Property Interests or the Wells, including tanks, boilers, plants, injection facilities, saltwater disposal facilities, compressors and other compression facilities (whether installed or not), pumping units, flow lines, pipelines, gathering systems, hydrocarbon treating or processing systems or facilities, meters, machinery, pumps, motors, gauges, valves, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment and other appurtenances, improvements and facilities (collectively, the "*Tangible Personal Property*"); and

(j) All other rights and interests in, to or under or derived from the Acquired Assets described in subparts (a) through (i) or directly used or held for use in connection therewith from and after the Effective Time.

TO HAVE AND TO HOLD the Acquired Assets unto Assignee, its successors and assigns, forever, subject to Permitted Encumbrances.

2. **Subject to Agreement.** This Assignment is made subject to the terms and conditions of that certain Asset Purchase Agreement dated as of August 1, 2017 (as the same may be amended or modified from time to time, the "*Purchase Agreement*"). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. **Subrogation.** To the extent permitted by Law, Assignee will be subrogated to Assignors' rights in and to representations, warranties and covenants given with respect to the applicable Acquired Asset. Assignor hereby grants and transfers to Assignee, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Acquired Assets.

4. **Exclusions and Reservations.** Notwithstanding any other provision of this Assignment to the contrary, the Acquired Assets shall not include and Assignor hereby RESERVES, EXCEPTS and EXCLUDES from this Assignment the following (collectively, the "*Excluded Assets*"):

(a) Any cash or cash equivalents, including any marketable securities or certificates of deposit, or any collected funds or items in the process of collection at the Assignor's financial institutions (but such items in process shall only be excluded if already applied to reduce the amount of accounts receivables relating thereto) through and including the Closing;

(b) All Indebtedness owed to the Assignor by any affiliate of the Assignor;

(c) All equity interests in other Persons owned by the Assignor;

(d) (A) Any rights of the Assignor with respect to any Income Tax refunds, credits, rebates or abatements, or to any Tax refunds, credits or abatements with respect to assets that are not Acquired Assets; (B) subject to Section 3.4, any rights to credits, refunds, rebates or abatements of Taxes with respect to the Acquired Assets relating to periods (or portions thereof) ending on or prior to the Effective Time; (C) any Income Tax Returns and Income Tax records of the Assignor, and any Tax Returns or Tax records of the Assignor that relate to the Excluded Assets, and (D) any rights of the Assignor under any Tax or Income Tax allocation or sharing agreement;

(e) All insurance policies of the Assignor and all rights thereunder, including, without limitation, any and all insurance refunds or Claims made under such policies relating to the Acquired Assets on or before the Effective Time;

(f) All credits, prepaid expenses, deferred charges, advance payments, security deposits, utility deposits, deposits with landlords, prepaid items, deposits and Claims for refunds or reimbursements, security deposits, and the like, including the prepaid expenses listed on Schedule 2.2(b)(vi) of the Purchase Agreement;

(g) The corporate charters, limited liability company agreements, qualifications to conduct business as foreign Persons, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, corporate seal, minute books, stock transfer books, blank stock certificates, books and records relating to Income Taxes, and any other documents relating to the organization, maintenance and existence of the Assignor as corporations or limited liability companies, as applicable;

(h) Any Claims and causes of action against any third party, including Avoidance Actions, and all proceeds thereof to the extent relating to periods before the Effective Time;

(i) Any Employee Benefit Plan and corresponding assets or any rights of the Assignor in any Employee Benefit Plan provided by the Assignor;

(j) Any rights of the Assignor under the Purchase Agreement, any Ancillary Document or any other agreement between the Assignor and the Assignee;

(k) Any rights, Claims or legal actions of the Assignor relating to any of the Excluded Assets or Excluded Liabilities;

(l) Any contract (including any post-petition contracts) to which the Assignor is a party that is not an Assigned Contract or a Permit; and

(m) Any other assets, rights and properties identified on Schedule 2.2(b)(xiv) of the Purchase Agreement.

5. **Cooperation.** Assignor will execute, acknowledge and deliver such further conveyances and other instruments as may be reasonably necessary to more fully assure to Assignee, its successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Assignment granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignee, or intended so to be.

6. **Effective Time.** This Assignment shall be effective as of 12:01 a.m. (Prevailing Central Time) on August 1, 2017 (the "***Effective Time***").

7. **Assumption.** By acceptance of this Assignment Assignee hereby agrees to the assumption of the Assigned Contracts and Assumed Liabilities as and to the extent set forth in the Purchase Agreement.

8. **Successors and Assigns.** This Assignment and its covenants shall inure to the benefit of, and be binding upon the successors and assigns of Assignors and Assignee. Assignee shall be and

is hereby subrogated to all covenants, warranties, and indemnities by parties heretofore given or made to any Assignor or its predecessors in title in respect of any of the Acquired Assets.

9. **Counterparts and Exhibits.** This Assignment may be executed in several counterparts and all of such counterparts together shall constitute one and the same instrument. The Exhibits may be redacted for filing in each county, such that the Exhibit filed in any county will describe only those Assets located in such county.

10. **Choice of Law.** THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW RULES THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date set forth above, but effective as of the Effective Time.

ASSIGNOR:

ADAMS RESOURCES EXPLORATION CORPORATION

By: _____
Name: John Riney
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this ___ day of ___, 2017, by John Riney, the President of Adams Resources Exploration Corporation, as the act and deed of such corporation.

Notary Public in and for the State of Texas

My Commission Expires:

(SEAL)

ASSIGNEE:

SEQUITUR PERMIAN, LLC

By: _____
Name: Mike van den Bold
Title: President and Chief Operating Officer

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this ____ day of ____, 2017, by Mike van den Bold, the President and Chief Operating Officer of Sequitur Permian, LLC, as the act and deed of such limited liability company.

Notary Public in and for the State of Oklahoma

My Commission Expires:

(SEAL)

Schedule 1.1A
Permitted Liens

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

None that do not fall into one of the enumerated clauses in the definition of
Permitted Liens.

Schedule 1.1B
Seller Required Consents

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

All consents required by the Assigned Real Property Interests identified in Exhibit
A.

Schedule 2.2(a)(i) – Oil and Gas Assets

To Asset Purchase Agreement dated August 1, 2017, by and between Adams Resources Exploration Corporation and Sequitur Permian, LLC

All of the Seller's right title and interest in and to the Assigned Real Property Interests described in Exhibit A, the Wells described in Exhibit B, the Assigned Contracts described in Schedule 2.2(a)(iii), the Oil and Gas Revenue, Permits, Books and Records, Tangible Personal Property and other assets relating to any of the foregoing or relating to any liabilities assumed by Buyer pursuant to the terms of the Asset Purchase Agreement or relating to any of the Assigned Real Property Interests, or Wells or any other properties or interests operated by Buyer or its affiliates in Crockett and Irion Counties, Texas.

Schedule 2.2(a)(iii) – Assigned Contracts

To Asset Purchase Agreement dated August 1, 2017, by and between Adams Resources Exploration Corporation and Sequitur Permian, LLC

All of the Seller's right title and interest in and to all contracts in effect as of the date hereof, to which the Seller is a party or by which its interests in the Acquired Assets are bound including, without limitation, (a) all oil and gas leases, oil, gas and mineral leases or subleases, and other leasehold interests, and the leasehold estates created thereby, carried interests, rights of recoupment, options, reversionary interests, convertible interests and rights to reassignment, licenses and other agreements and all mineral interests, royalty interests, overriding royalty interests, net profits interests, production payments and other rights of a similar nature; (b) operating agreements, crude oil, condensate, and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, relating to any of the Assigned Real Property Interests, or Wells or other properties or interests operated by Buyer or its affiliates in Crockett and Irion Counties, Texas, provided, however, that the Assigned Contracts are not being assumed and assigned to the Buyer pursuant to Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq.

Schedule 2.2(b)(vi)
Prepaid Expenses

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

None.

Schedule 2.2(b)(xiv) - Other Excluded Assets

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

All of Seller's interests in the following Wells:

Well/Unit Name	Operator	County	State	API Number	WI (dec)	NRI (decimal)		
						WI	RI	ORRI
CORONADO SA 3H	FDL OPERATING, LLC	IRION	TX		0.00471596	0.00434737		
CORONADO SA 4H	FDL OPERATING, LLC	IRION	TX		0.00532711	0.00404860		
FAUDREE 1	PERMIAN RESOURCES, LLC	IRION	TX		0.07500000	0.05620313		
HINDE 1H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01520000		
HINDE 2H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01520000		
HINDE 3H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01520000		
HINDE 4H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01520000		
HINDE SA 5H	FDL OPERATING, LLC	IRION	TX		0.00520200	0.00330545		
HINDE SA 6H	FDL OPERATING, LLC	IRION	TX		0.00504000	0.00342370		
HINDE SA 7H	FDL OPERATING, LLC	IRION	TX		0.00504000	0.00344515		
MAYER 3801	PERMIAN RESOURCES, LLC	IRION	TX		0.07500000	0.05587500		
MILLER 1242 3H	PERMIAN RESOURCES, LLC	IRION	TX		0.01875000	0.01406250		
MILLER 1242 4H	PERMIAN RESOURCES, LLC	IRION	TX		0.01875000	0.01406250		
MILLER 1242 6H	PERMIAN RESOURCES, LLC	IRION	TX		0.01875000	0.01406250		
MILLER 1242 7H	PERMIAN RESOURCES, LLC	IRION	TX		0.01875000	0.01406250		
MILLER 1244 11H	PERMIAN RESOURCES, LLC	IRION	TX		0.00634487	0.00475865		
MUNSON C (MUNSON B) 2001H	FORELAND	IRION	TX		0.01687500	0.01265625		
MUNSON C (MUNSON B) 2002H	FORELAND	IRION	TX		0.01687500	0.01265625		
MUNSON C (MUNSON B) 2003H	FORELAND	IRION	TX		0.01687500	0.01265625		
NOELKE 701	PERMIAN RESOURCES, LLC	IRION	TX		0.07500000	0.05625000		
NOELKE 801	PERMIAN RESOURCES, LLC	IRION	TX		0.07500000	0.05625000		
ORELLANA 1H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01300749		
ORELLANA 5H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01300749		
ORELLANA 6H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01300749		
ORELLANA 7H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01300749		
ORELLANA 8H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01300749		
ORELLANA A 2H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01166235		
ORELLANA A 31	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01125000		
ORELLANA B 19H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA B 20H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA B 3H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA C (AW) 30H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01141494		
ORELLANA C 24H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01141494		
ORELLANA C 4H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01141494		
ORELLANA D 17H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA D 18H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA E 10H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA E 11H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA E 12H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA E 25H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA E 9H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01155000		
ORELLANA F 13H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01159090		
ORELLANA F 14H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01159090		
ORELLANA G 15H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01159090		
ORELLANA G 16H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01159050		
ORELLANA K 28H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01139536		
ORELLANA K 29H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01139536		
PIZARRO 1H-ST	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01540000		
PIZARRO 2H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01540000		
PIZARRO 3H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01540000		
PIZARRO 4H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01540000		
UNIVERSITY 43-13 1H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 2H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 3H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		

Schedule 2.2(b)(xiv) - Other Excluded Assets

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

Well/Unit Name	Operator	County	State	API Number	WI (dec)	NRI (decimal)		
						WI	RI	ORRI
UNIVERSITY 43-13 4H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 5H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 6H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 7H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-13 8H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERISTY 43-14 1H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-14 2H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01480000		
UNIVERSITY 43-15 10H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482480		
UNIVERSITY 43-15 11H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482480		
UNIVERSITY 43-15 IH ST	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482480		
UNIVERSITY 43-15 2H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01111860		
UNIVERSITY 43-15 3H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01111860		
UNIVERSITY 43-15 4H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01111860		
UNIVERSITY 43-15 5H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482477		
UNIVERSITY 43-15 6H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482477		
UNIVERSITY 43-15 7H	FDL OPERATING, LLC	IRION	TX		0.02000000	0.01482477		
UNIVERSITY 43-15 9H	FDL OPERATING, LLC	IRION	TX		0.01500000	0.01111860		
Munson C 2005H	Foreland							
Munson C 2007H	Foreland							

Schedule 4.5 – Material Contracts

**To Asset Purchase Agreement dated August 1, 2017, by and between Adams Resources
Exploration Corporation and Sequitur Permian, LLC**

All documents evidencing the Seller's right, title and interest in and to any of the Assigned Real Property Interests or the Wells.

Schedule 4.6
Legal Proceedings

To Asset Purchase Agreement dated August 1, 2017, by and between Sequitur Permian, LLC,
as Buyer, and Adams Resources Exploration Corporation, as Seller

None.