



ENTERED
01/09/2018

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Related Doc. No. 154

Chapter 11

Jointly Administered

**ORDER (I) APPROVING THE ADEQUACY OF THE
THIRD AMENDED DISCLOSURE STATEMENT, (II) APPROVING THE
SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO
CONFIRMATION OF THE DEBTORS' SECOND AMENDED JOINT PLAN OF
REORGANIZATION, (III) APPROVING THE FORMS OF BALLOTS AND NOTICES
IN CONNECTION THEREWITH, (IV) SCHEDULING CERTAIN DATES WITH
RESPECT THERETO, AND (V) GRANTING RELATED RELIEF**

Upon the motion [Dkt. No. 154] (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order, pursuant to sections 105, 1125(b) and 1126 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3017, 3018 and 3020, and Bankruptcy Local Rules 2002-1 and 3016-1 (i) approving the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* [Dkt. No. 272] (the “Disclosure Statement”), (ii) establishing a Voting Record Date; (iii) approving Solicitation Packages and distribution procedures; (iv) approving forms of Ballots and Voting Procedures; (v) approving forms of notice to non-voting classes under the *Second Amended Joint Plan of Reorganization of Castex*

¹ The Debtors are the following five entities (the last four digits of their respective taxpayer identification numbers (if required) follow in parentheses): Castex Energy Partners, L.P. (5230); Castex Energy 2005, L.P. (7632); Castex Energy II, LLC (N/A), Castex Energy IV, LLC (N/A) and Castex Offshore, Inc. (8432). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

² Capitalized terms herein shall have the meaning ascribed to such terms in the Motion unless otherwise noted.

Energy Partners, L.P. and its Debtor Affiliates dated January 8, 2018 [Dkt. No. 271] (as modified, amended, or supplemented from time to time, the “Plan”) (vi) establishing deadline to vote to accept or reject the Plan; (vii) approving Tabulation procedures; and (viii) establishing a Confirmation Hearing Date and notice and objection procedures in respect thereof, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual grounds set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

I. Approval of the Disclosure Statement

1. The Disclosure Statement attached hereto as **Exhibit 1** (together with all exhibits) is approved as providing Holders of Claims and Interests entitled to vote on the Plan with adequate information to make an informed judgment about the Plan, in accordance with section 1125(a)(1) of the Bankruptcy Code.

2. The Disclosure Statement complies with Bankruptcy Rule 3016(c) and describes in specific and conspicuous language the acts to be enjoined and the entities subject to the injunction, exculpation, and release provisions contained in the Plan.

II. Approval of the Disclosure Statement Hearing Notice

3. The Disclosure Statement Hearing Notice is approved.

4. Notice of the Disclosure Statement, the Motion, the Hearing, and the deadline for filing objections to the Disclosure Statement was properly provided pursuant to the Disclosure Statement Notice, and such notice was due and proper to all interested parties and no further notice is necessary.

III. Approval of Voting Record Date, Solicitation Packages, and Distribution Procedures

5. For the purposes of determining creditors and equity holders entitled to vote on the Plan, the Voting Record Date (the “Voting Record Date”) is **January 4, 2018** with respect to the Holders of Claims in Class 3 (RBL Secured Claims), and Class 4 (General Unsecured Claims) (collectively, the “Voting Classes”).

6. The Voting Record Date is the date for purposes of determining which Holders of Claims or Interests in the Non-Voting Classes are entitled to receive a Notice of Non-Voting Status.

7. The Solicitation Packages are approved.

8. In accordance with Bankruptcy Rule 3017(d), Solicitation Packages distributed to Holders of Claims in the Voting Classes will include:

- (a) the Disclosure Statement and Plan;
- (b) the Disclosure Statement Order (excluding exhibits);
- (c) the appropriate form of Ballot, including instructions and a return envelope; and

(d) the Confirmation hearing Notice.

9. Solicitation Packages distributed to Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Priority Non-Tax Claims), Class 6 (Section 510(b) Claims), and Class 7 (Castex 2005 Equity Interests) will include:

(a) the Confirmation Hearing Notice; and

(b) the appropriate Notice of Non-Voting Status.

10. The Debtors will complete the service of Solicitation Packages, first class mail, by no later than the date that is three (3) business days following entry of this Order (the "Solicitation Date").

11. The Debtors are not required to distribute any Solicitation Packages to Holders of Claims in Class 5 (Intercompany Claims).

12. The Debtors are not required to distribute copies of the Disclosure Statement Order, the Disclosure Statement, or the Plan to Holders of Claims or Interests in the Non-Voting Classes, unless a holder makes a specific written request to the Voting Agent for copies of such documents.

13. The Debtors are authorized to distribute the Plan, the Disclosure Statement, and the Disclosure Statement Order in electronic format (CD-ROM or flash drive). The Ballots, Confirmation Hearing Notice, and Notice of Non-Voting Status will only be provided in paper format.

14. The Debtors will distribute, or cause to be distributed by the Solicitation Date, the Disclosure Statement Order (excluding exhibits attached thereto), the Confirmation Hearing Notice, the Disclosure Statement, the Plan, and any other materials as the Court may direct to:

(a) the U.S. Trustee; (b) the attorneys for the Creditors' Committee; (c) the 2002 List; (d) the

United States Attorney for the Southern District of Texas; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; and (g) all persons or entities who are counterparties to executory contracts or unexpired leases with the Debtors that have not been previously assumed or rejected.

15. The Debtors are not required to send Solicitation Packages to Holders of Claims that have already been paid in full; provided, however, that if, and to the extent that, any such Holder would be entitled to receive a Solicitation Package for any other reason, then such Holder will be sent a Solicitation Package in accordance with the procedures set forth above.

16. The Debtors are not required to distribute copies of the Plan or Disclosure Statement to any party that holds a Claim and is not entitled to vote on the Plan pursuant to the Disclosure Statement Order, unless such party files a motion for temporary allowance of its Claim under Bankruptcy Rule 3018.

17. Notwithstanding anything to the contrary contained in this Order, any creditor or equity holder that has filed or purchased duplicate Claims or Interests (as determined on the face of such Claims or Interests or after a reasonable review of the supporting documentation by the Voting Agent) within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such Class, regardless of whether the Debtors have objected to such duplicate claims.

18. The Debtors are excused from serving Solicitation Packages and any other material related to voting or confirmation of the Plan on those entities to which certain notices served during the course of these chapter 11 cases have been returned as undeliverable by the United States Postal Service, unless and until the Debtors are provided with accurate addresses for such entities before the Solicitation Date. The Debtors' failure to serve Solicitation Packages

or any other materials related to voting or confirmation of the Plan on such entities will not constitute inadequate notice of the Confirmation Hearing or Voting Deadline, and shall not constitute a violation of Bankruptcy Rule 3017(d).

19. The Voting Agent is authorized (to the extent not authorized by another order of the Court) to assist the Debtors in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims against the Debtors, (c) responding to inquiries from Holders of Claims or Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting creditors and equity holders regarding the Plan.

IV. Approval of Forms of Ballots and Notice of Non-Voting Status

20. Each of the forms of Ballots, attached hereto as **Exhibit 2** and **Exhibit 3**, is approved.

21. Each of the forms of Ballots is consistent with Official Form No. B314, addresses the particular needs of these chapter 11 cases, and is appropriate for each Class of Claims or Interests entitled to vote to accept or reject the Plan. The voting instructions attached to each Ballot contain adequate information to instruct all members of the Voting Classes how to vote and otherwise complete the Ballots, including opting out of the releases contained in Article XII of the Plan.

22. Holders of Claims or Interests entitled to vote on the Plan may opt out of the releases in Article XII of the Plan, so long as (a) the Ballot is timely submitted by the Voting

Deadline, (b) the Holder is entitled to opt out of the releases, and (c) the appropriate box is checked indicating an election to opt out of the releases.

23. The Notice of Unimpaired Non-Voting Status provides adequate notice to Holders of Claims in Class 1 (Other Secured Claims) and Class 2 (Priority Non-Tax Claims) (collectively, the “Unimpaired Non-Voting Classes”). The Notice of Unimpaired Non-Voting Status, in the form attached hereto as **Exhibit 4**, is approved and shall be distributed to all known Holders of Claims in the Unimpaired Non-Voting Classes.

24. The Notice of Impaired Non-Voting Status provides adequate notice to Holders of Claims and Interests in Class 6 (Section 510(b) Claims) and Class 7 (Castex 2005 Equity Interests) (the “Impaired Non-Voting Class”). The Notice of Impaired Non-Voting Status, in the form attached hereto as **Exhibit 5**, is approved and shall be distributed to all known Holders of Interests in the Impaired Non-Voting Class, indicating an election to opt out of the releases on the Release Opt Out Form.

25. Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Priority Non-Tax Claims), Class 5 (Intercompany Claims), Class 6 (Section 510(b) Claims) and Holders of Interests in Class 7 (Castex 2005 Equity Interests) (collectively, the “Non-Voting Classes”) are conclusively presumed to accept or reject the Plan, as applicable. Accordingly, members of the Non-Voting Classes are not entitled to vote or receive a Ballot.

V. Approval of Voting and Tabulation Procedures and Voting Deadline

26. To be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered by first-class mail, overnight courier, or hand delivery, so as to be *actually received*, in each case, by the Voting Agent no later than **February 9, 2018 at 4:00 p.m. (prevailing Central Time)** (the “Voting Deadline”). The Debtors may extend the

Voting Deadline at any time before or after the Voting Deadline in respect of any particular voter or any Voting Class, as facts and circumstances may require.³

27. The period, as set forth below, during which the Debtors may solicit acceptances of the Plan is a reasonable period of time for entities entitled to vote on the Plan to make an informed decision whether to accept or reject the Plan.

28. The following Tabulation Procedures shall be applied by the Voting Agent in its tabulation of the Ballots with respect to the Plan:

- (a) Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to (i) the liquidated, non-contingent, and undisputed amount of such Claim as set forth in a timely filed proof of claim or (ii) the liquidated, non-contingent, and undisputed amount of such Claim as set forth in the Schedules;
- (b) If a Claim has been estimated or otherwise allowed for voting purposes only pursuant to an agreement with the Debtors or an order of the Bankruptcy Court, such Claim will be temporarily allowed for voting purposes only in the amount so estimated or allowed in such agreement or Order of the Court;
- (c) If a Claim has been “Disallowed” by agreement of the Holder of such Claim or order of the Court at any time before the Voting Deadline, such Claim shall be Disallowed for voting purposes;
- (d) If a Claim for which a proof of claim has been timely filed is filed as wholly contingent, unliquidated, or disputed, undetermined, or unknown in amount, or if a Claim is based on pending litigation not subject to a judgment against the Debtors, such Claim shall be Disallowed for voting purposes unless the Claim has been temporarily allowed for voting purposes by Court order pursuant to Bankruptcy Rule 3018(a);
- (e) If a Claim for which a proof of claim has been timely filed is scheduled by the Debtors as contingent, unliquidated, or disputed in part, such Claim shall be Allowed for voting purposes unless the Debtors have filed and served an objection to such proof of claim within fourteen (14) calendar days after the Solicitation Date;
- (f) If a Claim is listed in the Debtors’ Schedules as contingent, unliquidated,

³ By stipulation on the record at the Disclosure Statement hearing held on January 4, 2018, the Debtors agreed to extend the Voting Deadline as it relates solely to OHA Asset Holdings II, L.P. to one (1) business day following entry of an order on the *Debtors’ Objection to Claim of OHA Asset Holdings II, L.P.* [Dkt. No. 254], currently set for hearing on February 15, 2018.

or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose that such Claim be Disallowed for voting purposes; *provided, however*, if the applicable Claims bar date has not expired, a Claim listed in the Schedules as contingent, unliquidated or disputed, or undetermined in amount shall vote at \$1.00;

- (g) If a Claim is listed in the Debtors' Schedules in the amount of \$0.00 and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose such Claim be disallowed for voting purposes;
- (h) Claims filed for \$0.00 are not entitled to vote;
- (i) Claims filed in a currency other than U.S. dollars shall vote at \$1.00;
- (j) If the Debtors have filed and served an objection to a Claim within fourteen (14) calendar days after the Solicitation Date, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or disallowance, except (1) that the claimant whose claim is objected to will have seven (7) days from the filing of the Debtors' objection to that claim to file a Temporary Allowance Request Motion and the Debtors consent to that Temporary Allowance Request Motion to be set on an expedited basis and shall be Allowed or disallowed for voting purposes as ordered by the Court upon the Temporary Allowance Request Motion;
- (k) If a proof of claim has been amended by a later-filed proof of claim, the later-filed amending Claim will be entitled to vote to the extent consistent with these Tabulation Procedures, and the earlier filed Claim will not be entitled to vote;
- (l) A Ballot received after the Voting Deadline shall not be counted as a vote on the Plan unless otherwise ordered by the Court;
- (m) A Ballot cast by any Entity that does not hold a Claim in a Voting Class shall not be counted as a vote on the Plan;
- (n) A Ballot containing no designation of acceptance or rejection of the Plan shall not be counted as a vote on the Plan;
- (o) A Ballot that both accepts and rejects the Plan in any single Class shall not be counted as a vote on the Plan;
- (p) A Ballot that attempts to partially reject and partially accept the Plan in any single Class shall not be counted as a vote on the Plan;
- (q) A Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim shall not be counted as a vote on the Plan;

- (r) A Ballot containing no signature shall not be counted as a vote on the Plan;
- (s) Any Ballot received by the Voting Agent by telecopy, facsimile, email or other electronic transmission shall not be counted unless the Court orders otherwise;
- (t) If two or more Ballots are timely submitted with respect to the same Claim, the last timely submitted Ballot with respect to such Claim shall govern;
- (u) A creditor with multiple Claims within a particular Voting Class must vote all such Claims within such Voting Class either to accept or reject the Plan and may not split its votes;
- (v) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code and based on a reasonable review by the Voting Agent, separate Claims held by a single creditor in a particular class may be aggregated, in the Debtors' discretion, as if such creditor held one Claim against the Debtors in such class, and the votes related to such Claims may be treated by the Debtors as a single vote to accept or reject the Plan. Notwithstanding any aggregation of Claims pursuant to this clause (v), the Committee's right to object to confirmation of the Plan on the basis that the Debtors have not satisfied section 1129(a)(8)(A) of the Bankruptcy Code for failure to meet the numerosity requirement of section 1126(c) is hereby preserved. Claims held by a single creditor in more than one Voting Class must be voted separately by submitting a separate Ballot for each applicable Voting Class and each separate Ballot submitted by such Holder shall be treated as a single vote to accept or reject the Plan within each Voting Class;
- (w) Each Holder of a Class 3 RBL Secured Claim shall be entitled to vote such Holder's Class 3 RBL Secured Claim by separate Ballot and to have such vote counted separately from the votes of each other Holder's Class 3 RBL Secured Claim. Additionally, each Holder of a Class 4 RBL Deficiency Claim shall be entitled to vote such Holder's Class 4 RBL Deficiency Claim by separate Ballot and to have such vote counted separately from the votes of each other Holder's Class 4 RBL Deficiency Claim;
- (x) Any Holder or authorized counsel for a Holder of a Claim in a Voting Class who has delivered a valid Ballot to the Voting Agent may withdraw his or her vote by delivering written notice of withdrawal to the Voting Agent. To be valid, the notice of withdrawal must (a) be signed by the party who signed the Ballot to be revoked, and (b) be received by the Voting Agent before the Voting Deadline. Parties in interest retain their rights to contest the validity of any withdrawals of Ballots;
- (y) Any Holder or authorized counsel of a Holder of a Claim in a Voting Class who has delivered a valid Ballot to the Voting Agent may change

the vote by delivering to the Voting Agent a properly executed completed replacement Ballot, so as to be received on or before the Voting Deadline;

- (z) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims; and
- (aa) Only the Holders of Claims in the Voting Classes shall be entitled to vote with respect to any Entity who, on or before the Voting Record Date, has transferred such Entity's Claim to another Entity, the assignee of such Claim; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

29. The Voting Agent shall review all Ballots as they are received to determine their compliance with the above-described Tabulation Procedures. If the Voting Agent determines that a Ballot does not comply with the Tabulation Procedures and therefore would not be counted, the Voting Agent may, but is not required to, notify the party that submitted the Ballot of the problem and advise such party that a replacement Ballot may be submitted; *provided, however*, that no replacement Ballot submitted after the Voting Deadline shall be considered unless ordered by the Court.

30. The procedures for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with sections 1125 and 1126 of the Bankruptcy Code.

VI. Approval of Notices to Contract and Lease Counterparties

31. The following "Contract Assumption Procedures" as set forth in the Plan are approved:

- (a) On or before January 26, 2018 (the "Assumption Notice Deadline"), the Debtors shall file a notice (the "Assumption Notice") setting forth (i) a schedule (the "Cure Schedule") of each executory contract and unexpired lease to be assumed pursuant to the Plan (each, an "Assumed Contract"),

- (ii) any monetary and non-monetary defaults arising under such executory contract or unexpired lease required to be paid under section 365(b)(1) of the Bankruptcy Code (the “Cure Amount”) and the appropriate cure of any non-monetary default, if any, and (iii) and serve such Cure Schedule on each applicable counterparty.
- (b) If a counterparty objects to the Cure Amount (or to a lack of adequate assurance of future performance) or to the described or absence of non-monetary default, such counterparty must file with the Bankruptcy Court a written objection (a “Contract Objection”).
- (a) Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules; (iii) be filed with the clerk of the Bankruptcy Court, together with proof of service, within fourteen (14) days of the Assumption Notice Deadline (such date, the “Contract Objection Deadline”); and (iv) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the counterparty believes is required to be paid under section 365(b)(1)(A) of the Bankruptcy Code for the applicable Assumed Contract and a description of any non-monetary default that the Debtors believe must be cured to assume any Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary or non-pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.
- (b) If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Assumed Contracts, as soon as practicable thereafter and in no event less than one (1) Business Day before the commencement of the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve, by overnight delivery, on the applicable counterparties a supplemental Assumption Notice, and such counterparties shall file any Contract Objection thereto in accordance with the procedures set forth above not later than the Contract Objection Deadline in the event that such supplemental Assumption Notice was filed and served at least seven (7) calendar days prior to the Contract Objection Deadline. If less than seven (7) calendar days remain prior to the Contract Objection Deadline when an additional executory contract or unexpired lease is determined to be an Assumed Contract, the Bankruptcy Court will, by separate order, establish an objection deadline solely applicable to such assumed executory contracts or unexpired leases.
- (c) If no Contract Objection is timely received with respect to an Assumed Contract: (i) the counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtors, and be forever barred, estopped, and enjoined from asserting any objection with regard to such assumption (including, without limitation, any payment or other obligation

in connection with the assumption or with respect to adequate assurance of future performance); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Amount set forth in the Assumption Notice for such Assumed Contract; and (iii) the Cure Amount set forth in the Assumption Notice for such Assumed Contract (including a Cure Amount of \$0.00) shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred, estopped, and enjoined from asserting any other Claims related to such Assumed Contract against the Debtors or their Estates, the Reorganized Debtors, or the property of any of them, that existed prior to the entry of a Final Order approving the assumption of such Assumed Contract (including, without limitation, the Confirmation Order).

- (d) To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including, without limitation, any dispute with respect to the Cure Amount or any other payment or non-monetary obligation required to be paid to the applicable counterparty or performed by the Reorganized Debtors under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a “Cure Dispute”), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be fixed by the Bankruptcy Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute regarding a monetary default only, the Assumed Contract may be assumed by the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court).
- (e) To the extent a Contract Objection is resolved or determined against a Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor may reject such executory contract or unexpired lease within ten (10) Business Days after such determination by filing and serving upon the counterparty a notice of rejection, and the counterparty may thereafter file a proof of Claim setting forth any alleged rejection damages.

32. The Assumption Notice, substantially in the form attached hereto as **Exhibit 8**, is approved.

33. The inclusion of a contract, lease, or other agreement on an Assumption Notice

shall not constitute or be deemed a determination or admission by the Debtors and their estates, or any other party in interest that such contract, lease, or other agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

34. The Assumption Notice, and the objection periods associated with each of the foregoing are reasonably calculated to provide notice to any affected party and afford the affected party the opportunity to exercise any rights as it relates to the assumption of the Assumed Contracts pursuant to Bankruptcy Rules 2002, 6004 and 6006, and such notice and objection periods are hereby approved.

VII. The Confirmation Hearing and Establishment of Notice and Objection Procedures

35. The hearing on confirmation of the Plan (the “Confirmation Hearing”) is scheduled for **February 26, 2018 at 9:00 a.m. (prevailing Central Time)**. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice except for adjournments announced in open court or filed on the Court’s docket and the Plan may be modified pursuant to section 1127 of the Bankruptcy Code prior to, during, or as a result of the Confirmation Hearing, in each case without further notice to parties in interest.

36. On or prior to the Solicitation Date, the Debtors shall serve on all known creditors and equity holders a Confirmation Hearing Notice in the form attached as **Exhibit 6** to this Order.

37. The Debtors shall publish a notice, substantially in the form attached hereto as **Exhibit 7**, (the “Publication Notice”) within three (3) business days of the Solicitation Date in the *Houston Chronicle* and *The New York Times* (national edition).

38. The Debtors shall file the Plan Supplement (as such term is defined in the Plan)

on or before January 31, 2018 (or ten (10) days before the Voting Deadline), and, in connection therewith, the Debtors will serve notice of the filing of the Plan Supplement on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

39. Objections to confirmation of the Plan or proposed modifications to the Plan, if any, must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (c) state with particularity the basis and nature of any objection or proposed modification to the Plan, and (d) be filed, together with proof of service, with the Court no later than **4:00 p.m. (prevailing Central Time), on February 9, 2018.**⁴

40. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled, unless the Court orders otherwise.

41. The Debtors and other parties in interest may file and serve (a) as appropriate, replies or omnibus replies to objections that may be filed and served, and (b) a memorandum in support of confirmation of the Plan, on or before **February 22, 2018.**

42. The proposed timing for the Confirmation Hearing complies with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and will enable the Debtors to pursue confirmation of the Plan in a timely fashion.

VIII. Miscellaneous

⁴ By stipulation on the record at the Disclosure Statement hearing held on January 4, 2018, the Debtors agreed to extend the deadline for filing objections to confirmation of the Plan as it relates solely to OHA Asset Holdings II, L.P. to one (1) business day following entry of an order on the *Debtors' Objection to Claim of OHA Asset Holdings II, L.P.* [Dkt. No. 254], currently set for hearing on February 15, 2018.

43. The Debtors are authorized to make non-substantive modifications to the Disclosure Statement, the Plan, the Confirmation Hearing Notice, the Solicitation Packages, the Notice of Non-Voting Status, the Ballots, and related documents without further order of the Court, including modifications to correct typographical and grammatical errors, if any, and to make conforming modifications to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

44. The notice procedures set forth in this Order comply with Bankruptcy Rules 2002 and 3017(d), and provide due, proper, and adequate notice of approval of the Disclosure Statement, the Confirmation Hearing, and the procedures for filing objections or responses to the Plan.

45. The Debtors have the right to seek modifications or extensions of the matters governed by this Order.

46. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

47. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

48. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Signed:

January 09, 2018

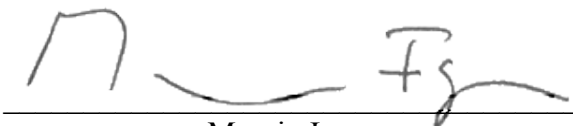

Marvin Isgur
United States Bankruptcy Judge

Exhibit 1

Disclosure Statement

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**THIRD AMENDED DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11
PLAN OF REORGANIZATION OF CASTEX ENERGY PARTNERS, L.P. AND ITS
DEBTOR AFFILIATES DATED JANUARY 8, 2018**

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Counsel for the Debtors

Dated: January 8, 2018

¹ The Debtors are the following five entities (the last four digits of their respective taxpayer identification numbers (if required) follow in parentheses): Castex Energy Partners, L.P. (5230); Castex Energy 2005, L.P. (7632); Castex Energy II, LLC (N/A), Castex Energy IV, LLC (N/A) and Castex Offshore, Inc. (8432). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THIS DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE COURT. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO ONGOING GOOD FAITH NEGOTIATIONS AND, AS SUCH, MAY BE MODIFIED OR AMENDED. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

INTRODUCTORY DISCLOSURES

THIS DISCLOSURE STATEMENT, WHICH HAS BEEN FILED BY THE DEBTORS, IN THEIR CAPACITY AS DEBTORS AND DEBTORS-IN-POSSESSION, CONTAINS A SUMMARY OF MATERIAL PROVISIONS OF THE JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE, INCLUDING PROVISIONS RELATING TO THE TREATMENT OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS AND THE MEANS OF IMPLEMENTATION OF THE PLAN.

THIS DISCLOSURE STATEMENT ALSO SUMMARIZES CERTAIN FINANCIAL INFORMATION CONCERNING THE DEBTORS AND THE CLAIMS ASSERTED AGAINST THE DEBTORS IN THIS BANKRUPTCY CASE. WHILE THE DEBTORS BELIEVE THAT THIS DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION WITH RESPECT TO THE DOCUMENTS AND INFORMATION SUMMARIZED, HOLDERS OF CLAIMS AND INTERESTS SHOULD CAREFULLY REVIEW THE ENTIRE PLAN AND EACH OF THE DOCUMENTS REFERENCED IN THIS DISCLOSURE STATEMENT AND SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AND OTHER ADVISORS BEFORE CASTING THEIR BALLOTS ON THE PLAN.

EXCEPT FOR THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, AND THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS CONCERNING THE DEBTORS, THE DEBTORS' ASSETS AND LIABILITIES, THE PAST OPERATIONS OF THE DEBTORS, THE PLAN AND ITS TERMS, OR ALTERNATIVES TO THE PLAN ARE AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY INFORMATION WITH RESPECT TO SUCH TOPIC AREAS THAT IS PROVIDED TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN, WHICH IS NOT CONTAINED IN THESE SOLICITATION MATERIALS, IS UNAUTHORIZED AND SHOULD BE REPORTED IMMEDIATELY TO THE DEBTOR'S LEGAL COUNSEL.

UNLESS INDICATED OTHERWISE, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF OR THE DATE OTHERWISE INDICATED HEREIN, AND NEITHER DELIVERY OF THIS

DISCLOSURE STATEMENT NOR ANY RECOVERY MADE IN CONNECTION WITH THE PLAN WILL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT SINCE THE DATE THIS DISCLOSURE STATEMENT AND THE MATERIALS RELIED UPON IN PREPARING THIS DISCLOSURE STATEMENT WERE COMPILED.

THE APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER.

NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT, EXPRESS OR IMPLIED, IS INTENDED TO GIVE RISE TO ANY COMMITMENT OR OBLIGATION OF THE PLAN PROPONENTS OR ANY OTHER PARTY, NOR WILL IT BE CONSTRUED AS CONFERRING UPON ANY PERSON ANY RIGHTS, BENEFITS, OR REMEDIES OF ANY NATURE WHATSOEVER. THIS DISCLOSURE STATEMENT IS INFORMATIONAL ONLY. ADDITIONALLY, HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH CREDITOR AND INTEREST HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY MATTER CONCERNING THE PLAN, THE EFFECTS OF IMPLEMENTATION OF THE PLAN, AND THE VOTING PROCEDURES APPLICABLE TO THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b) and is not necessarily prepared in accordance with federal or state securities laws or other similar laws. This Disclosure Statement has not been approved or disapproved by the United States Securities and Exchange Commission (the “SEC”) or any similar federal, state, local, or foreign regulatory agency, nor has the SEC or any other agency passed upon the accuracy or adequacy of the statements contained in this Disclosure Statement. The Debtors have sought to ensure the accuracy of the financial information provided in this Disclosure Statement; however, the financial information contained in this Disclosure Statement or incorporated herein by reference has not been, and will not be, audited or reviewed by the Debtors’ independent auditors unless explicitly provided otherwise.

Upon Confirmation of the Plan, certain of the securities described in this Disclosure Statement will be issued without registration under the Securities Act of 1933, together with the rules and regulations promulgated thereunder (the “Securities Act”), or similar federal, state, local, or foreign laws, in reliance on the exemption set forth in section 1145 of the Bankruptcy Code. Other Securities may be issued pursuant to other applicable exemptions under the federal securities laws. To the extent exemptions from registration under section 1145 of the Bankruptcy Code or applicable federal securities law do not apply, the Securities may not be offered or sold except pursuant to a valid exemption or upon registration under the Securities Act.

The Debtors make statements in this Disclosure Statement that are considered forward-looking statements under federal securities laws. The Debtors consider all statements regarding anticipated or future matters, to be forward-looking statements. Forward-looking statements may include statements about the Debtors’:

- business strategy;
- risks associated with the chapter 11 process, including the Debtors’ inability to develop, confirm and consummate a plan under chapter 11 or an alternative restructuring transaction;
- inability to maintain relationships with suppliers, customers, employees and other third parties as a result of the chapter 11 filings or otherwise;
- failure to satisfy the Debtors’ short- or long-term liquidity needs, including its inability to generate sufficient cash flow from operations or to obtain adequate financing to fund its capital expenditures and meet working capital needs and its ability to continue as a going concern;
- legal proceedings and the effects thereof;
- drilling locations;
- oil, natural gas and natural gas liquid (“NGL”) reserves;
- realized oil, natural gas and NGL prices;
- production volumes;
- capital expenditures;
- regulatory changes;
- lease operating expenses, general and administrative expenses and development costs;
- future operating results, including results of acquired properties; and
- plans, objectives, expectations, and intentions.

Statements concerning these and other matters are not guarantees of the Reorganized Debtors’ future performance. There are risks, uncertainties, and other important factors that could cause the Reorganized Debtors’ actual performance or achievements to be different from those they may project, and the Debtors undertake no obligation to update the projections made herein. These risks, uncertainties, and factors may include: the Debtors’ ability to confirm and consummate the Plan; the Debtors’ ability to reduce their overall financial leverage; the potential adverse impact of the Chapter 11

Cases on the Debtors' operations, management, and employees, and the risks associated with operating the Debtors' businesses during the Chapter 11 Cases; customer responses to the Chapter 11 Cases; the Debtors' inability to discharge or settle Claims during the Chapter 11 Cases; the Debtors' ability to access financing necessary to consummate the Plan; general economic, business, and market conditions; currency fluctuations; interest rate fluctuations; price increases; exposure to litigation; a decline in the Debtors' market share due to competition or price pressure by customers; the Debtors' ability to implement cost reduction initiatives in a timely manner; the Debtors' ability to divest existing businesses; financial conditions of the Debtors' customers; adverse tax changes; limited access to capital resources; changes in domestic and foreign laws and regulations; trade balance; natural disasters; geopolitical instability; and the effects of governmental regulation on the Debtors' businesses.

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EXHIBITS

Exhibit A – Plan

Exhibit B - RSA

Exhibit C - Corporate Organizational Chart

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Exhibit F - Financial Projections

Exhibit G - Liquidation Analysis

Exhibit H - Valuation Analysis

Exhibit I - Disclosure Statement Order with Exhibits

INTRODUCTION

The Debtors², as debtors and debtors-in-possession, submit this third amended disclosure statement (the “Disclosure Statement”) pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”) in connection with the solicitation of votes on the *SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CASTEX ENERGY PARTNERS, L.P. AND ITS DEBTOR AFFILIATES DATED JANUARY 8, 2018* (the “Plan,” attached hereto as **Exhibit A**). To the extent any inconsistencies exist between this Disclosure Statement and the Plan, the Plan governs.

Capitalized terms used but not defined herein have the meanings assigned to them in Article I of the Plan.

The Debtors are commencing this Solicitation after extensive discussions over the past several months with certain of their key creditor constituencies. As a result of these negotiations, the Debtors entered into that certain Restructuring Support Agreement dated as of October 13, 2017 (the “RSA”), with the Prepetition Secured Parties, Castex Energy I, LLC, and Castex Energy, Inc. A copy of the RSA is attached hereto as **Exhibit B**. Under the terms of the RSA, the Prepetition Secured Parties agreed to a deleveraging transaction that would restructure the existing debt obligations of the Debtors in chapter 11 proceedings through the Plan (the “Restructuring”).

The Restructuring proposed by the Debtors will provide substantial benefits to the Debtors and all of their stakeholders, including, without limitation, the following:

- The Restructuring will leave the Debtors’ business intact and substantially de-levered, providing for the reduction of a substantial amount of debt, resulting in a restructured balance sheet through the issuance of the New Equity Interests to each Holder of an Allowed RBL Secured Claim (as diluted by the receipt of New Equity Interests by other parties discussed below).
- The Debtors significantly improved balance sheet will enable the Reorganized Debtors to pursue value-creating development and exploration, maintain current reserves, and accelerate drilling activity. The proposed Restructuring includes a Management Incentive Plan to help ensure that management personnel remains committed to the future of the Reorganized Debtors. The continuation of the Debtors’ business, including the ability to participate in future exploration activities will provide benefit by way of: maintaining contractual relationships among working interest owners; continued participation by the Debtors in funding their portion of operating and development costs for drilling, exploration, and production operations; continued compliance with decommissioning and plugging and abandonment obligations to state and federal regulatory authorities; and maintaining customary terms with vendors and other current

² Please refer to Article I.B of the Plan for the defined terms that are used in the Plan, and note that certain additional defined terms are located within the body of this Disclosure Statement where indicated.

creditors and counterparties.

Executing the Restructuring in a timely manner is of critical importance. PLEASE MAKE NOTE OF THE FOLLOWING KEY DATES AND DEADLINES FOR THE CHAPTER 11 CASES AS SET FORTH IN THE DIP CREDIT AGREEMENT AND FINAL DIP ORDER:³

| | |
|---|--|
| Deadline for Entry of Order Approving the Disclosure Statement: | January 5, 2018 |
| Deadline for Entry of Order Confirming the Plan: | March 9, 2018 |
| Deadline for the Effective Date of the Plan: | Ten (10) calendar days after entry of the order confirming the Plan |

WHO IS ENTITLED TO VOTE: Under the Bankruptcy Code, only Holders of Claims or Interests in “impaired” classes are entitled to vote on the Plan (unless, for reasons discussed in more detail below, such Holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code). Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under the Plan unless (i) the Plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the Plan, among other things, cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

THE DEBTORS, CERTAIN OF THE PREPETITION SECURED PARTIES, CELL I, AND CEI (COLLECTIVELY, THE “PLAN SUPPORT PARTIES”) SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN. DEBTORS BELIEVE THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR ALL CREDITORS AND INTEREST HOLDERS.

The following table summarizes: (i) the designation of Claims and Interests under the Plan, (ii) which Classes are Impaired and Unimpaired by the Plan, (iii) which Classes are entitled to vote and not entitled to vote on the Plan, and (iv) the estimated recoveries for holders of Claims. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of the terms and provisions of the Plan, *see Article IV—Summary of the Plan* below.

[This space is intentionally left blank.]

³ These milestone dates and deadlines may be modified or amended with the written consent of the Consenting RBL Lenders in accordance with the Restructuring Support Agreement.

| Class | Designation | Impairment Status | Voting Rights | Estimated Amount of Claims | Estimated Recovery |
|-------|-------------------------|-------------------|----------------------|--|---|
| N/A | Administrative Claims | N/A | None | Approximate Amount (unpaid): [TBD] | One Hundred Percent (100%) of Allowed Claims |
| N/A | Priority Tax Claims | N/A | None | None | (If applicable) One Hundred Percent (100%) |
| N/A | DIP Claims | N/A | None | Approximate Amount: \$15 Million | One Hundred Percent (100%) |
| 1 | Other Secured Claims | Unimpaired | Not Entitled to Vote | \$426,266.45 (COI Marquis); ⁴ \$311,129.91 (CEP-Marquis) \$0 - 18,457,588.00 – (CEP Apache) | Either (i) payment in full, (ii) reinstatement, or (iii) in accordance with the Bankruptcy Code (Disputed Holders shall retain Lien, if any, upon collateral securing such Claims until determination of Allowance of Claims) |
| 2 | Priority Non-Tax Claims | Unimpaired | Not Entitled to Vote | None | (If applicable) One Hundred Percent (100%) |
| 3 | RBL Secured Claims | Impaired | Entitled to Vote | Approximate Amount of RBL Claims \$402,885,906.55 ⁵ | Approximately 44.8% ⁶ Pro rata share of 100% of the New Equity |

⁴ Marquis has filed a fully secured claim based upon COI holding suspended revenue. Also, Marquis is party to the JOA under which revenue was suspended (prepetition). Currently COI is assuming its JOAs as of the Effective Date. Marquis, therefore, is situated currently with respect to COI as a contract party under a contract that is to be assumed.

⁵ The RBL Claims are allowed in the approximate amount of \$402.9 million. Class 3 consists of RBL Secured Claims. The Debtors submit that the Class 3 RBL Secured Claims should be Allowed in the amount of \$180,600,000. The Holders of Class 3 RBL Secured Claims reserve their rights with respect to the Allowed amount of such RBL Secured Claims. The Class 3 RBL Secured Claims recovery includes payments by the Debtors of Professional Fees of the Holders of Class 3 RBL Secured Claims totaling an estimated \$4 Million that will be paid to the attorneys and advisors of the Prepetition Agent and the Required Consenting Lenders, from the Petition Date through the assumed Effective Date.

| Class | Designation | Impairment Status | Voting Rights | Estimated Amount of Claims | Estimated Recovery |
|-------|--------------------------|-------------------|------------------|---|---|
| | | | | | Interests in Reorganized Castex Holdco, subject to dilution by the General Equity Pool (if applicable), the Management Incentive Plan, and each DIP Lender's DIP Equity Share; and (2) the following commitments and/or loans: (a) if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, its Pro Rata share of up to \$90 million of loans and up to \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of up to \$55 million of term loans under the Exit Credit Agreement or (b) if such Holder (i) abstains from voting on the Plan, (ii) votes to reject the Plan, or (iii) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term Loans. |
| 4 | General Unsecured Claims | Impaired | Entitled to Vote | Approximate Amount: \$222,615,906 ⁷ | Accepting Vote: 2.7%; Rejecting Vote: 0.2% Each holder of an allowed General Unsecured Claim shall receive payment in Cash of an amount equal to in the amount of the lesser of (i) the allowed amount of its General Unsecured Claim and (ii) its pro rata share of \$500,000; <i>provided, however</i> , that (A) if each Class 4 accepts the Plan, (B) the Committee and each member of the Committee (in its individual capacity on account of any Claim or Equity Interest, in its capacity as a member of the Committee, or in any other capacity) do not object to confirmation of the Plan, and (C) no "Challenge" or "Standing Motion" (each as defined in the Final DIP Order) is filed with the |

⁶ The estimated recovery percentage of 44.8% is the Debtors' estimate on account of all RBL Claims.

⁷ Consists of the Allowed RBL Deficiency Claims of \$222,285,906.55 and Disputed General Unsecured Claim amounting to approximately \$330,000 (comprised of three (3) creditors), which the Debtors project will remain unpaid under orders of the bankruptcy Court as of the voting deadline.. Also, Apache has filed an amended Claim against CEP asserting both Secured and Unsecured status of \$0 - 18,457,588.00. The Holders of Class 4 RBL Deficiency Claims reserve their rights with respect to the allowed amount of such RBL Deficiency Claims.

| Class | Designation | Impairment Status | Voting Rights | Estimated Amount of Claims | Estimated Recovery |
|-------|---------------------------------|-------------------|------------------|---|--|
| | | | | | Bankruptcy Court or any other court of competent jurisdiction, then each RBL Lender voting to accept the Plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its Allowed RBL Deficiency Claim for the benefit of Holders of other Allowed General Unsecured Claims (collectively, the “ Beneficiary Claimants ”) such that each Beneficiary Claimant shall receive an amount of Cash equal to the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined exclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan. For the avoidance of doubt, if any event described in clauses (A), (B), or (C) of the immediately preceding sentence does not occur, each Holder of an Allowed General Unsecured Claim (including each Prepetition Lender on account of its Allowed RBL Deficiency Claim) shall receive its Pro Rata share (determined inclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution. |
| 5 | Intercompany Claims | Impaired | Deemed to Reject | Approximate Amount: \$155,000 | Cancelled, discharged and extinguished. |
| 6 | Section 510(b) Claims | Impaired | Deemed to Reject | Approximate Amount: \$80,932,882 ⁸ | Cancelled, discharged and extinguished. |
| 7 | Equity Interests in Castex 2005 | Impaired | Deemed to Reject | N/A | Cancelled. Discharged and extinguished |

⁸ OHA Asset Holdings II, L.P. (“OHAI”), filed a proof of claim in this amount. Distributions to General Unsecured Creditors would be diluted if OHAI’s claim were Allowed as a General Unsecured Claim in Class 4. The Debtors, however, believe that OHAI’s rights are properly classified as Class 7 Equity Interests in Castex 2005. Even if it is determined that OHAI holds a Claim and not an Equity Interest, which the Debtors dispute, the Debtors believe that such Claim is subject to mandatory subordination pursuant to section 510(b) of the Bankruptcy Code and properly classified with any other Class 6 Section 510(b) Claims. Accordingly, the Debtors intend to object to the allowance of OHAI’s Claim shortly after the filing of this Disclosure Statement. See Section 3.5 for additional disclosures.

DECIDING HOW TO VOTE ON THE PLAN: All Holders of Claims are encouraged to read this Disclosure Statement, its exhibits, and the Plan carefully and in their entirety before, if applicable, deciding to vote either to accept or to reject the Plan. This Disclosure Statement contains important information about the Plan, considerations pertinent to acceptance or rejection of the Plan, and developments concerning the Chapter 11 Cases.

A Ballot to be used for voting to accept or reject the Plan is enclosed with this Disclosure Statement and transmitted to all Holders of Allowed Claims entitled to vote on the Plan (the “Voting Classes”). The Holders of Allowed Claims entitled to vote on the Plan should carefully review the Ballot and the instructions thereon, and must execute the Ballot, and return it to the address indicated thereon by the deadline to enable the Ballot to be considered for voting purposes. The Ballot is for voting purposes only and does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT AT THE ADDRESS SET FORTH BELOW ON OR BEFORE THE **VOTING DEADLINE OF 4:00 P.M., PREVAILING CENTRAL TIME, ON FEBRUARY 9, 2018**, UNLESS EXTENDED BY THE DEBTORS. **PLEASE NOTE:** A FULL EXPLANATION OF THE VOTING REQUIREMENTS AND VOTING PROCEDURES IS FOUND IN ARTICLE IX OF THIS DISCLOSURE STATEMENT.

EACH BALLOT AND/OR NOTICE SENT WITH THE SOLICITATION PACKAGE ADVISES THAT (A) EACH HOLDER OF A CLAIM WHO HAS AFFIRMATIVELY VOTED TO ACCEPT THE PLAN, (B) EACH HOLDER OF A CLAIM WHO ABSTAINS FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT OPTING OUT OF THE RELEASES IDENTIFIED IN ARTICLE 12.4 OF THE PLAN, (C) EACH HOLDER OF A CLAIM WHO VOTES TO REJECT THE PLAN WITHOUT OPTING OUT OF THE RELEASES IDENTIFIED IN ARTICLE 12.4 OF THE PLAN, OR (D) EACH HOLDER OF A CLAIM OR INTEREST WHO IS IMPAIRED AND DEEMED TO REJECT THE PLAN AND WHO DOES NOT ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN SHALL BE A RELEASING PARTY AS DEFINED IN THE PLAN.

ARTICLE IX OF THIS DISCLOSURE STATEMENT PROVIDES ADDITIONAL DETAILS AND IMPORTANT INFORMATION REGARDING VOTING PROCEDURES AND REQUIREMENTS. PLEASE READ ARTICLE IX OF THIS DISCLOSURE STATEMENT CAREFULLY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

THE DEBTORS, STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN, WHICH IF CONFIRMED WILL IMPLEMENT THE RESTRUCTURING SUPPORT AGREEMENT AMONG THE DEBTORS, CERTAIN OF THE PREPETITION SECURED PARTIES, CELL I AND CEI. THE DEBTORS BELIEVE THAT THE PLAN MAXIMIZES THE VALUE OF THE DEBTORS’ ESTATES AND REPRESENTS THE BEST AVAILABLE ALTERNATIVE FOR COMPLETING THESE CHAPTER 11 CASES.

ARTICLE I BACKGROUND

1.1 The Debtors' Businesses

The Debtors, affiliates of one another, are headquartered in Houston, Texas and (i) engage in the exploration, development, production and acquisition of oil and natural gas properties located along the southern coasts of Louisiana and Texas and onshore Louisiana (Castex Energy Partners, L.P.), (ii) hold legal title and contractual rights title and act as designated operator of federal offshore leases (Castex Offshore, Inc.), (iii) own the operating entities and other Debtors (Castex Energy 2005, L.P.), and (iv) act as general partner and small interest limited partner of certain of the Debtors (Castex Energy II, LLC and Castex Energy IV, LLC).

The Debtors do not have their own employees, and therefore require management services. The Debtors are parties to a shared services agreement with Castex Energy, Inc. (“CEI”) dated March 4, 2009 (as amended and restated, the “Shared Services Agreement”), pursuant to which CEI provides administrative (including financial, accounting, marketing, and overall G&A services), management of properties, development of prospects, raising of capital, and other corporate and support services to the Debtors in the ordinary course of business. CEI does not hold title to any mineral assets. CEI does hold certain seismic and geographical data related to the Onshore Leases and Offshore Leases (defined below), prospect areas and areas subject to prospect development and area of mutual interest agreements, pursuant to various license agreements (the “CEI Seismic Data”).

The Debtors also engage third party providers to provide skilled and trained personnel in support of onshore and offshore oil and gas drilling and production operations, such as: (i) a major service provider that provides day-to-day field level production operations; (ii) a project management providers for major repair and construction work; and (iii) other service providers to assist the Debtors in meeting their health, safety, and environmental obligations under applicable law.

1.2 The Debtors' Leasehold Interests and Related Assets

As of the Petition Date, the Debtors owned interests in approximately 388 oil, gas and related wells, and have estimated proved reserves of approximately 10 MMBO (oil and gas condensate) and approximately 230 BCF (natural gas). As well, the Debtors are parties to multiple area of mutual interest agreements (within multiple exploration, joint development, and/or joint operating agreements), hold interests in certain seismic, and own indirectly undivided interests in fee lands (through limited partnership units in a non-debtor entity, Castex Lafourche, L.P.). Finally, the Debtors own some equipment, facilities, etc. related to the ownership of these oil and gas assets.

Castex Energy Partners, L.P. (“CEP”) is record title holder and a non-operating working interest owner⁹ in approximately three hundred seventy-five (375) onshore oil and gas leases located in the State of Louisiana (the “Onshore Leases”). There are approximately three hundred (300) wells on the Onshore Leases (the “Onshore Wells”). CEP also holds a seismic license and also holds certain proprietary seismic data through a subsidiary, CTS-Castex, LLC (collectively along with any related facilities, seismic, equipment and other assets, sometimes referred to as the “Onshore Assets”).

CEI acts as third party operator of approximately twenty percent (20%) of the Onshore Wells, representing approximately sixty percent (60%) of CEP’s net onshore production, pursuant to and under certain joint operating agreements, to which CEP is a working interest party (along with other third party working interest owners). With respect to CEP’s working interests, CEI, under the Shared Services Agreement acts as CEP’s agent in managing these working interests.

Castex Offshore Inc. (“COI”) is a record title holder or holder by contract rights of approximately fifty (50) oil and gas leases (the “Offshore Leases”)¹⁰ located offshore the Gulf Coast of Louisiana and Texas. There are approximately seventy (70) wells on the Offshore Leases (the “Offshore Wells”) (collectively, along with any related facilities, seismic, equipment, and other assets, sometimes referred to as the “Offshore Assets”). COI is qualified by the Department of the Interior to own and operate the offshore leases and currently is the operator under joint operating agreements or other contractual agreements covering approximately fifty-five percent (55%) of the Offshore Wells, representing approximately 35% of the net offshore production. COI is a record title non-operating owner of the remaining Offshore Leases, governed by joint operating agreements with other non-operating working interest owners and third party operators. CEI does not act as third party operator of record of any Offshore Leases. However, CEI performs the operator services for and on behalf of COI under the joint operating agreements under which COI is operator of record (outside the ambit of the Shared Services Agreement).

While COI is record title owner and record contract rights holder, CEP is the beneficial non-operating working interest owner of all Offshore Leases, Offshore Assets and offshore related assets, if any. With respect to CEP’s beneficial working interests in the Offshore Assets, CEI, under the Shared Services Agreement, acts as CEP’s agent in managing these working interests.

Certain Debtors CEP and COI are also parties to approximately one hundred sixty (160) joint operating agreements (“JOAs”) and other agreements governing operations of the Onshore

⁹ CEP is the named operator of a single well in West Deer Island Field (the “Lacoste Well”) as a result of the former operator, Shoreline Louisiana, LLC’s filing a chapter 11 bankruptcy case and subsequent abandonment of the property (Case No. 16-35571 (Bankr. S.D. Tex. 2016) [Dkt. No. 362]). CEI operates on CEP’s behalf in accordance with an executed contract operations agreement.

¹⁰ The Onshore Leases and the Offshore Leases are sometimes referred to collectively as the “Leasehold Interests.”

and Offshore Leases.¹¹

CEP's current monthly net revenue from oil and gas production averages approximately \$6.0—7.0 million ("Net Revenue"). The Net Revenue, however, may change on a monthly basis, depending on pricing and business interruptions that are outside CEP's control (*e.g.*, third-party owned pipeline shut-ins, equipment breakdowns, government orders, and weather).

Castex Energy 2005, L.P. ("Castex 2005") is the 98.91% limited partner of CEP and sole shareholder of COI, but does not conduct any oil and gas operations or own any oil and gas properties.

1.3 *Debtors' Corporate Structure*

Castex 2005 was organized in 2005 as a limited partnership. It is a limited partnership organized under the laws of the State of Texas and is owned by multiple regular and preferred limited partner unit holders. Castex Energy I, LLC ("CELL I") is the General Partner of Castex 2005 and is the holder of a 1% general partner interest in Castex 2005. CELL I, created in early 2008, is owned by CEI. Neither CELL I nor CEI is a debtor. Castex 2005 has three separate classes of limited partner units: regular units, preferred units and an incentive unit. Castex 2005 is managed by CELL I. Subject to the limitations contained in the Castex 2005 partnership agreement, the decisions respecting any matter set forth or otherwise affecting or arising out of the conduct of the business of Castex 2005 are made by CELL I as general partner.

CELL I is governed by a board of managers (the "CELL I Board of Managers") consisting of (i) three "Class A Managers", (ii) three "Class B Managers" and (iii) one Independent Manager. The CELL I Board of Managers owns or controls approximately seventy percent (70%) of the regular units of Castex 2005. CELL I is comprised of "Class A Common Units", which are owned 100% by CEI, and "Class B Special Units", which are owned by Castex 2005. The sole purpose of the Class B Special Units is to allow certain large institutional regular unit holders of Castex 2005 (which are not otherwise affiliated with and do not own interests in CEI) to maintain three managerial seats on the CELL I Board of Managers (as Class B Managers) and to provide them the right to elect, remove, and replace (as the case may be) their respective Class B Manager(s). The Class B Special Units are not entitled to distributions from CELL I. Certain matters, including, but not limited to, large acquisitions or divestitures in excess of \$50 million and approval of a budget for Castex 2005 for purposes of the annual setting of the management fee under the Shared Services Agreement, require Super-Majority Board Approval (defined as the affirmative vote of 4 out of the 7 Managers, one of whom must be a Class B Manager). Other governance and business decisions not requiring supermajority board approval (excluding those decision matters relegated to the unit holders of Castex 2005 under the partnership agreement, such as approval of the filing of the Castex 2005 bankruptcy petition) are authorized to be made by the CELL I officers, all of whom are employees of CEI. CELL I has not received any distributions from Castex 2005 with respect to its general

¹¹ Including JOAs, farmout agreements, participation agreements, exploration agreements and joint development agreements.

partnership interest.

CEP is a limited partnership organized under the laws of the State of Texas and is a subsidiary owned 98.91% by Castex 2005, through limited partner units. Castex Energy II, LLC (“CELL II”) is the General Partner of CEP and is the holder of a 1% general partner interest in CEP. Castex Energy IV (“CELL IV”) holds 0.09% of the limited partner units of CEP. CELL II and CELL IV are wholly owned by Castex 2005. CELL II is governed by a board of managers consisting of three managers (the “CELL II Board of Managers”). CELL II, as general partner of CEP, has the authority over decisions respecting any matter set forth or otherwise affecting or arising out of the conduct of the business of CEP. However, certain matters, including the right to make material acquisitions or divestitures in excess of \$50 million and the right to approve a budget for CEP, for purposes of the annual setting of the management fee under the Shared Services Agreement, require Super-Majority Board Approval of the CELL I Board of Managers.

COI is a Texas corporation and is governed by a board of directors consisting of two directors (the “COI Board of Directors”). Pursuant to the COI Bylaws, the COI Board of Directors manages the business and affairs of COI. COI is wholly owned by Castex 2005.

CELL IV is a Delaware limited liability company and is governed by a board of managers consisting of three managers (the “CELL IV Board of Managers”). Pursuant to the CELL IV limited liability agreement, the CELL IV Board of Managers is authorized to do and perform all acts as may be necessary and appropriate to the conduct of CELL IV’s business. CELL IV is wholly owned by Castex 2005. As mentioned, CELL IV owns a 0.09% limited partnership interest in CEP. It owns no other assets.

A corporate organization chart summarizing the Debtors’ organizational structure is attached hereto as **Exhibit C**.

1.4 *Debtors’ History*

Castex 2005 was created in 2005 as the entity that would own various entities and certain assets itself in the oil and gas drilling and exploration industry. Through the creation of the entities described below, and the consolidation of ownership of mineral assets for purposes of borrowing base requirements, Castex 2005 has contributed its assets (except for those specifically mentioned below) to its subsidiaries, CEP and/or COI, such that Castex 2005 now owns no mineral assets.

CEP was created in 2007 as a subsidiary of Castex 2005 to form a vehicle through which to acquire producing oil and gas fields and participate in new exploration drilling. In 2009, Castex 2005 sold drilling prospects to a newly created partnership—Castex Energy 2008, L.P. (“Castex 2008”). Castex 2005 retained overriding royalty interests in the assets sold to Castex 2008 and certain backend equity interests in Castex 2008. Castex 2008 was managed by Castex Energy III, LLC (“CELL III”), a wholly owned subsidiary of Castex 2005.

COI, formerly known as Castex Offshore, LLC, was formed in 2007 to own and operate offshore assets. Castex Offshore Energy, L.P., an entity that was not a party to the Prepetition

Credit Facility was the initial owner of the beneficial interests in some of the Offshore Assets, and through a series of transactions CEP became the sole beneficial owner of the Offshore Assets, for consolidation and borrowing base purposes.

In 2011, Castex 2005 formed another partnership, Castex Energy Development Fund, LP (“CEDF”), which was managed by CELL IV.

In 2011, CEP and/or COI made large-scale acquisitions, including but not limited to the acquisition of all of Seneca Resources’ offshore assets (\$14 million), certain properties in Golden Meadow Field, Louisiana (\$24 million) and 25% of the equity interests in Phoenix Exploration (“Phoenix”) (\$131.9 million), along with Apache Corporation (“Apache”), which purchased the other 75% ownership interest. Upon the purchase of Phoenix, Apache and CEP caused the assignment out of Phoenix of the assets of the company, 75% to Apache and the remaining 25% to CEP and COI (allocated onshore and offshore assets, respectively).

In 2013, CEP acquired CEDF and Castex 2008. CEP then merged with CEDF, CELL III and Castex 2008 (with CEP as the surviving entity) and subsequently increased its borrowing base under the Credit Facility (defined below) to \$500 million. As part of the merger, CELL IV acquired the above described 0.09% limited partnership units in CEP.

As a result of these transactions the beneficial interests in all of the Onshore Assets and Offshore Assets were, as of 2014, owned beneficially by CEP, with COI holding legal title and record contract rights to the Offshore Assets as described above.

In 2014, CEP determined it necessary to raise capital and/or sell assets in order to execute its drilling program. The vehicle to which CEP sold interest in prospects and received upfront consideration from was Castex Energy 2014, LLC (“Castex 2014”),¹² a limited liability company, managed by CEI under its version of a shared services agreement, and owned by certain parties who held ownership interests in Castex 2005 and other third party owners with no affiliation with any of the Debtors. Castex 2014 was (and is) not a party to the Prepetition Credit Facility. In September of 2014, in a good faith, arm’s-length transaction in exchange for reasonably equivalent value, CEP sold and assigned certain drilling prospects to Castex 2014. In addition, CEP, COI, Castex 2014 and CEI executed an exploration and development agreement (the “EDA”) whereby CEI would generate certain prospects on behalf of CEP, COI, and Castex 2014, and Castex 2014 would receive a proportionally reduced fifty percent (50%) participation right in the area of mutual interest (being the area in the Gulf of Mexico and all of Louisiana, south of Interstate 10). The Castex 2014 drilling program was intended to provide CEP and /or COI with necessary drilling capital and a much needed working interest partner. Castex 2014 also agreed to participate with CEP in a new three dimensional seismic shoot in Terrebonne Parish, Louisiana. The upfront cash consideration to CEP included reimbursement of net historical land cost, prospect development fees and reimbursement of all historical pre-closing net capital expenditures related to drilling of the initial inventory and operation of the seismic

¹² The Castex 2014 assets are held by its wholly owned subsidiary, GOME 1271 LLC. For ease of reference, GOME 1271 LLC will be referred to as Castex 2014.

shoot in Terrebonne Parish, Louisiana. In addition, Castex 2014 was to reimburse \$2.5 million of overhead to CEP on the closing date. Finally, Castex 2014 was to issue Series B Units to Castex 2005 that provided Castex 2005 the possibility to participate, without any capital investment, in future distributions from Castex 2014.

The transactions, integrally related to and not severable from the formation and equity funding of Castex 2014, were underwritten utilizing commodity prices of approximately \$90-\$100/Bbl of oil and \$4.00-\$4.50/Mcf of natural gas and with the underlying assumption that CEP would continue to pursue active drilling and acquisition programs. Castex 2014's initial production from the acquired properties was approximately 2 MMcfe/d, such that Castex 2014 was in effect acquiring non-cash flowing assets that were dependent upon and required capital intensive development. In September 2014, in the face of commodity prices that were showing signs of potential waning, Castex 2014 agreed to close the transaction and fund the full cash purchase price of \$67 Million,¹³ including reimbursement for both successful wells and certain uneconomic prospects that had been drilled and plugged during the prolonged negotiation of the transactions.

In addition to the upfront cash consideration for the inventory, the Castex 2014 formation transaction provided CEP with a stable and well capitalized working interest partner which was, and still is, critical to the successful development of the prospect inventory. The boards of both CELL I and Castex 2014 approved the formation transactions as did the Prepetition Agent and Prepetition Secured Parties. Certain of the common and preferred limited partner unit holders of Castex 2005 were offered the opportunity to invest in Castex 2014 and were provided the full range of offering materials, and several did invest.¹⁴ This EDA transaction (in all its parts) was confected to provide capital to facilitate continued participation in prospect opportunities and also to pay trade creditors and pay toward amounts due under the Prepetition Credit Facility.

In late 2015, CEP was facing increased pressure generated by the combination of the sharp decline in the oil and gas industry and its debt burden to the Prepetition Agent and Prepetition Secured Parties. CEP was required to make payments of not less than \$50 million by March 1, 2016 in order to stay in compliance with the Prepetition Credit Facility. Absent a cash equity infusion, CEP's best alternative to achieve such a repayment was via asset sales. CEP did not receive any actionable proposals from either the common or preferred unit holders regarding equity capital injection.

At that time, the A&D market for Gulf Coast assets was extremely weak with a limited buyer universe focused primarily on production and cash flow with limited or no value ascribed to drilling. While CEP was diligently attempting non-core asset sales to third parties in an uncertain market, CEP as well engaged Castex 2014 which did diligence as to whether it would

¹³ The unadjusted purchase price at the initial closing of Castex 2014 was approximately \$57 million. Purchase price adjustments capturing costs from the effective date (7/1/14) to the closing date (9/3/14) resulted in a final adjusted purchase price of approximately \$67 million plus the aforementioned overhead reimbursement.

¹⁴ OHAI, a preferred unit holder, received the full complement of offering materials but did not invest in Castex 2014.

be willing to engage in a transaction or transactions with CEP to generate proceeds to CEP sufficient to fund the required \$50 million repayments. In addition to its ongoing exploration activities, Castex 2014 was active in the A&D market and was seeking the acquisition of producing reserves with drilling upside. Castex 2014 indicated that it would support the acquisition of 12.5% of all of the assets of CEP (including its beneficial interest in the Offshore Assets) for a purchase price of \$50 million (the “Slice Sale”). All of the Castex 2005 limited partners and preferred unitholders were provided an opportunity to participate in the Slice Sale. Ultimately, CEP (and COI) proposed, and the Prepetition Agent and Prepetition Secured Parties approved, the Slice sale of 12.5% of all of the assets of CEP (including its beneficial interest in the Offshore Assets) for the purchase price of \$50 million.¹⁵ All required corporate and/or partnership authority was given for the Slice Sale -- approval by the CELL I board.

In a good faith, arm’s-length transaction in exchange for reasonably equivalent value, Castex 2014 agreed to purchase 11.25% for \$45 million and the remaining 1.25% (\$5 million) was purchased by an entity established by certain Castex 2005 limited partners who wished to participate (Castex Energy 2016, LP (“Castex 2016”)).¹⁶ The Slice Sale implied a total CEP enterprise value of \$400 million pre-money (\$350 million pro forma) and a forward looking asset level cash flow multiple of approximately 4x. For reference, the asset level cash flow multiple implied by the bids received during the spring 2017 marketing process was approximately 2x. These two transactions closed in February/March of 2016 with an effective date of December 31, 2015. All of the proceeds of the Slice Sale were received by CEP and were used to pay down amounts due under the Prepetition Credit Facility.

Castex 2014 and Castex 2016 are parties to their own version of a shared services agreement with CEI, to which none of the Debtors are parties.

The Committee has filed an objection to approval of this Disclosure Statement (“Committee Objection”), which raises various purported issues, makes mention of Committee investigation, and proposes that the Debtors be required to include in their solicitation materials a standalone letter from the Committee to unsecured creditors (“Committee Letter”) outlining the supposed concerns of the Committee (and recommending that unsecured creditors vote to reject the Plan). The Committee Letter states that the Committee is “in the process of investigating a number of the prepetition transactions that may give rise to claims or causes of action that could benefit the estate, including unsecured creditors.” The Committee Letter makes reference to an “Exhibit A” listing “some, but not all, of the transactions being investigated, the potential causes of action related to such transactions, as well as a description of certain other causes of action that may exist.” The Committee’s proposed Exhibit A was not publicly filed with the Committee Objection. However, in a version of Exhibit A that the Committee sent to the Debtors prior to the Committee’s filing of its objection, the Committee lists the following “Other Material

¹⁵ The reference to “all of the assets of CEP” does not include seismic license agreements not transferable without consent, unless consent was obtained.

¹⁶ The Castex 2016 assets are held by its wholly owned subsidiary, Dorado Deep GP, LLC. For ease of reference, Dorado Deep GP, LLC will be referred to as Castex 2016. Castex 2016 was (and is) not party to the Prepetition Credit Facility.

Transactions Identified and Under Investigation” discussed in this Section 1.4 of the Disclosure Statement:

- In 2014, for \$67 million, “CEP sold certain drilling prospects to Castex 2014; the Committee is investigating this related-party transaction to determine whether CEP received reasonably equivalent value for the drilling prospects”;
- In 2014, “Castex 2014 agreed to participate with CEP in a 3 dimensional seismic shoot in Louisiana. Castex 2005 received a Series B Unit in Castex 2014, entitling it to distributions once the Series A Unitholders achieve a certain IRR; the Committee is investigating this related-party transaction to determine whether CEP received reasonably equivalent value for any assets transferred to Castex 2014”;
- In 2016, for \$45 million, “Castex 2014 purchased 11.25% of the CEP oil and gas assets for \$45 million (final purchase price of \$43.7 million); the Committee is investigating this related-party transaction to determine whether CEP received reasonably equivalent value for the assets”;
- In 2016, “[r]elated to the Castex 2014 deal, Castex 2016 purchased 1.25% of CEP oil and gas assets for \$5 million (final purchase price of \$4.7 million); the Committee is investigating this related-party transaction to determine whether CEP received reasonably equivalent value for the assets.”
- “The Committee is investigating potential causes of action against the Debtors’ officers, directors, managers, and general partners for breaches of fiduciary duty relating to the transactions . . . described above.”

The Committee is investigating these transactions, but the Committee has not advised whether its investigation is likely to lead to any claims and causes of action that are not only colorable but also likely to succeed. The Committee does not provide any basis for general unsecured creditors to conclude that the benefit of pursuing any such claims would outweigh the high cost of litigation or would other provide a better outcome than distributions proposed in the Plan. The Debtors’ submit that litigation on such claims would be messy, costly, and lengthy.

1.5 *Interaction Among CEI and the Debtors*

CEI provides necessary management services to the Debtors under the Shared Services Agreement. Because CEP and COI have had no employees from inception (the entities do have unpaid officers), the ability of CEP and COI to operate their businesses and their properties, and to derive value from acquisition, development, and operation of the Offshore Assets and Onshore Assets and the prospects associated therewith (and to obtain and acquire future prospects) is dependent upon the Services (as defined in the Shared Services Agreement) provided by CEI for management of the Debtors and the Onshore and Offshore Assets. Services as defined in the Shared Services Agreement, include “legal, accounting, treasury, finance, investor relations, insurance administration and claims processing, risk management, health, safety and environmental, information technology, human resources, credit, internal audit, taxes, facilities, payroll, interpretation of the CEI Seismic Data and other seismic data to which CEI has access,

fleet management and media services.”¹⁷ As well, CEI is obligated by the Shared Services Agreement to utilize the CEI Seismic Data for the development and exploration of the Onshore Assets and Offshore Assets, and to the extent allowed by license agreements to make seismic data available to the Debtors (who to the extent they are provided access will maintain confidentiality).

CEI provides the Services to the Debtors in exchange for a monthly management fee (the “Management Fee”). The Management Fee has been set on an annual basis by the CELL I Board of Managers described above. Currently (and as of January 1, 2017), the Management Fee charged by CEI is \$1,458,333 per month.

The Shared Services Agreement also provides for reimbursement of certain third party expenses deemed Approved Third Party Expenses in the Shared services Agreement (the “3rd Party Expenses”). The 3rd Party Expenses include, but are not limited to, charges actually incurred for the benefit of the Debtors (without mark-up) for (i) the annual financial audit by an independent auditor, (ii) expenses for legal counsel for advice to the Debtors on company or partnership matters, (iii) preparation of the independent reserve report for the Onshore Assets and Offshore Assets, (iv) capital expenditures in accordance with approved budgets, and (v) the provision of insurance for the Debtors’ assets and businesses and for protection against liability of the Debtors and management of the Debtors as could arise from operations of the businesses and Assets. For these 3rd Party Expenses the Debtors agreed that CEI could fund and then be reimbursed, or could arrange direct billing to the Debtors. With respect to insurance, CEI is the policy holder for all or substantially all of the insurance covering the Debtors and their Assets. CEI bills each of the Debtors on a monthly basis for their portion of the insurance coverage as a 3rd Party Expense under the Shared Services Agreement. Unless the insurance is paid by the Debtors, CEI could have the option of cancelling the insurance. Currently, as the Debtors are managed by CEI and have no independent ability to go out into the insurance markets (though perhaps such facility could be obtained), the Debtors have requested authorization of the Bankruptcy Court to reimburse CEI for the insurance premiums. With respect to the 3rd Party Expenses provisions of the Shared Services Agreement, the Debtors and CEI have agreed that the Debtors will be billed directly for such expenses.

Regarding the Management Fee, as mentioned, it has been set on an annual basis by the CELL I Board of Managers, in connection with setting the annual budget for the Debtors. The following is a table of Management Fees, including capitalized amounts, authorized, charged, and collected from 2014 to the present:

- 2014 – Authorized: \$27,500,000; Charged and Collected: \$23,720,000
- 2015 – Authorized: \$22,500,000; Charged: 21,845,000; Collected: \$17,855,000

¹⁷ The CEI personnel groups include Production Operations, Exploration, Land/Legal/Business Development, HR/Accounting/Reporting, Management/Administration, Finance/Capital Raising, Drilling and IT/Systems. After almost three (3) decades, CEI has accumulated a vast set of land and title resources, business contacts, regulatory expertise (the Onshore and Offshore Assets include a wide set of holdings of State of Louisiana and Federal leases), title and land acquisition data and experience, accounting experience and in house legal experience (not an exclusive list).

- 2016 – Authorized: \$22,500,000; Charged and Collected: \$17,500,000
- 2017 – Authorized: \$17,500,000; Charged (monthly average annualized through petition date) and Collected: \$17,500,000 (on same annualized basis)

Attached to this Disclosure Statement as **Exhibit D** is an analysis of the relative comparison of the Debtors to various peer companies as regards per unit of production G&A expense (including capitalized G&A). This exhibit shows that for the time period covered, the G&A expense ratio represented by the Management Fee (and other G&A items) paid by the Debtors is among the most competitive of the companies in its peer group, measured on a per unit of production basis. The Castex Debtors currently owe CEI six million one hundred fifty and no/100ths dollars (\$6,150,000) under the Shared Services Agreement for unpaid Management Fees (three million nine hundred ninety thousand and no/100ths Dollars (\$3,990,000)— *see* year 2015 above) and unreimbursed professional fees paid on behalf of the Debtors (two million one hundred sixty thousand and no/100ths Dollars (\$2,160,000)) (the “CEI Cure Claim”).

Under the Plan, the Shared Services Agreement will be assumed and amended in accordance with the RSA. CEI will continue to manage and operate the Debtors pursuant to the New Shared Services Agreement and will be paid the Management Fee described within the RSA and Plan. All parties to the RSA have agreed to the treatment of the CEI Cure Claim as set forth therein and in the Plan. The RSA represents a settlement and compromise by and among CEI on account of the CEI Cure Claim and Management Fee as provided in the RSA.

Finally as mentioned above, CEI provides to COI operator services outside the Shared Services Agreement with respect to the properties of which COI is operator under joint operating agreements with third party working interest owners.

Within the Committee Objection is a suggestion that the Estate could have avoidance actions. Among them (though not specifically stated by the Committee) could be avoidance actions against CEI. In accordance with applicable Bankruptcy Rules, the Debtors have disclosed all transfers to CEI in the Debtors’ filed Statements of Financial Affairs.

1.6 *Capital Structure*

(a) Secured Debt

The Debtors entered into that certain Second Amended and Restated Credit Agreement dated as of July 17, 2013, with several banks and other financial institutions or entities from time to time parties thereto (collectively, the “Prepetition Secured Parties”), Capital One, National Association, as administrative agent (in such capacity, together with any successor(s) thereto in such capacity, the “Prepetition Agent”)¹⁸ and certain other parties (as heretofore amended or otherwise modified and as the same may be amended, modified, supplemented or restated from

¹⁸ Bank of America, N.A. resigned as administrative agent under the Credit Facility effective July 13, 2017 and was replaced with Capital One, National Association pursuant to the 2017 Amendment.

time to time including without limitation the “Fifteenth Amendment”, dated as of July 15, 2017 (the “2017 Amendment”, collectively, the “Prepetition Credit Facility”). CEP is the Borrower under the Prepetition Credit Facility, with other parties thereto the Loan Parties. The debt under the Prepetition Credit Facility (“Prepetition Debt”) is guaranteed by CELL II, CELL IV, COI and Castex 2005 and payment thereof is secured under the terms of the Prepetition Credit Facility by multiple security interests including: (i) a pledge on all of the partnership units of CEP held by Castex 2005, (ii) CEP’s partnership interest in Castex Lafourche, LP, (iii) mortgages and security interests on virtually all of the Onshore and Offshore Leases (with respect to value), (iv) a pledge of the proceeds from the Apache Litigation (described below) and other commercial litigation, (v) UCC-1 filings, and (vi) deposit account control agreements.

The Debtors have performed an analysis of the collateral interests in favor of the Prepetition Secured Parties under and in connection with the Prepetition Credit Facility. The Committee in its objection to the prior version of this Disclosure Statement suggests that additional information is required, and that it has determined that there may be unencumbered property or that it has not determined if certain property is unencumbered, including (i) a number of oil and gas leases, (ii) Castex Offshore’s bank accounts, and (iii) CEP’s ownership interest in Castex Lafourche, L.P. (“Castex Lafourche”). However, as is clear from the Committee’s objection, it has only taken information provided by the Debtors, or simply is not certain, despite sufficient information provided previously. In fact, the Committee has received the entire loan and security package through document production, has been provided extensive information concerning leases and possible property interests not specifically described in mortgages or exhibits thereto, has been provided all pledge agreements and UCC-1 filings and extensive information regarding the two COI bank accounts. Despite efforts to obtain from the Committee its analysis, the Debtors have received no such analysis or explanation. The Debtors take these concerns in turn.

With respect to the number of alleged unencumbered oil and gas leases - 160 unencumbered onshore and 16 offshore, according to the Committee, in fact, the total number of oil and gas leases not specifically described in mortgages or exhibits thereto (excepting expired leases) amounts to 99, with 91 onshore and 8 offshore (this information was provided by the Debtors through counsel to the Committee). The onshore leases are comprised of 1 prospect in Aries (the Debtors’ internal database) which was unproven or PUD as of 7/1/17 (*see* Exhibit G for the liquidation value). Approximately 42 of these leases comprise the Jeanerette Deep prospect (originally categorized as PUD, migrated to PDP for pro-forma Liquidation Date and which were made the subject of a sale motion before the Bankruptcy Court). However, the initial Jeanerette Deep test wellbore is a dry hole (i.e., a wellbore that has not encountered hydrocarbons in economically producible quantities), and in all likelihood the leases will prove to be non-productive and not be maintained. The remaining 49 onshore leases relate to 4 wells with *de minimis* PV-10 value. With respect to the alleged unencumbered offshore leases, the Debtors’ analysis is rather that there are 8 such leases, involving 7 prospects, all with (probable or possible) unproven reserves booked.

In addition to the oil and gas leases discussed in the preceding paragraph, there are (i) rights of way (66) and (ii) surface leases (13) similarly situated. The rights of way and surface leases are not oil and gas leases and have been listed on materials presented to the Committee as

unencumbered because (i) they are not specifically listed and (ii) were not given any value for purposes of either the valuation or liquidation value analysis in this Disclosure Statement. However, appurtenance clauses and unitization inclusion of leases give rise to the claim of mortgage coverage. All rights of the Debtors and the Prepetition Lenders' rights are reserved with respect to this set of properties.

Regarding the COI bank accounts, there are two (2) without Deposit Account Control Agreements (“DACA”) affecting these accounts (this information was also provided to the Committee). First, the “Revenue Account” is the account into which revenue is deposited from production associated with the properties of which COI is the operator under JOAs. From the revenue account COI makes the required third party payments of royalties, ORRIs, etc., and thereafter pays out to the revenue interest owners their respective revenue shares. As of the Petition Date the balance was approximately \$543,000, of which, some \$400,000 represented funds held in suspense, and the remainder had not been disbursed to revenue interest owners. While there is no DACA covering the revenue account, the Prepetition Lenders have liens in, to and upon the mineral production of which CEP is the beneficial owner. The second account is the COI operating account, and is used by COI in its capacity as operator to collect payments of billings from working interest owners. As of the Petition Date the balance was approximately \$2.3 million, and was comprised of funds collected from working interest owners in response to JIBs, primarily on account of contract work for which payment was pending subject to milestones (as to the contractor), insurance claims proceeds received by COI for distribution to working interest owners, insurance premium payments received by COI, etc. Also, as is of some importance to COI, the only creditor, practically, of COI is Apache, a Committee member, holding a Disputed Claim of approximately \$22,000 (while as shown below, the JIBs actually received by COI from Apache show a credit due COI). As Apache is the only Creditor, except for the Prepetition Lenders, the Debtors submit that investigation and disclosure has been sufficient.¹⁹ But even further, review of the liquidation analysis (*see Exhibit G*) shows that the Debtors' liquidation analysis does not assume or provide that the Prepetition Lenders would hold lien rights in the COI bank accounts, as the liquidation “waterfall” expressly provides for payment of various administrative vendor claimants prior to any recovery by the Prepetition Lenders. Also, the cash in the COI bank accounts is not included in the valuation analysis (**Exhibit H**) as part of the RBL Secured Claims, and is not included in the proposed Allowed RBL Secured Claim of \$180,600,000.

Regarding the partnership interest in Castex Lafourche, the Committee has been provided the original pledge agreement, the amended pledge agreement and the applicable UCC-1 Financing Statements. CEP pledged 100% of its partnership interest in Castex Lafourche as a component of the Prepetition Credit Facility. Its initial ownership interest was approximately 21% (21 out of 99 units), which had grown to approximately 51% as of the Petition Date. Section 2.1 of the Amended and Restated Pledge Agreement and Irrevocable Proxy (dated as of

¹⁹ As mentioned below, the Debtors submit that the RBL Deficiency Claims should be allowed in the amount of \$222,885,906.55. Apache's Pro Rata share of liquidation of an unencumbered operating account, after adding its claim to the Deficiency Claim and assuming no other sharing by any other creditor, administrative claimant, etc., would approximate \$226.78.

July 17, 2013) contains CEP's grant of a security interest in and to, among other things, (i) CEP's existing ownership interest in Castex Lafourche, L.P. and (ii) any interest in Castex Lafourche, L.P. that CEP may thereafter acquire. The UCC financing statements and amendment filed in connection with the Amended and Restated Pledge Agreement and Irrevocable Proxy also reflect, among other things that the security interest granted encompassed CEP's then existing and after acquired property rights concerning the collateral subject of the Amended and Restated Pledge Agreement and Irrevocable Proxy. The Committee has been in possession of these documents evidencing this description of the security interest.

Finally, the Debtors dispute the Committee's description of the position of the Debtors' stipulations within the Final DIP Order. The Debtors did acknowledge that the Prepetition Lenders liens were valid and perfected in accordance with the Prepetition Credit Facility documents, but did not make acknowledgement that such liens were perfected with respect to all assets of the Debtors.

(b) Unsecured Claims Analysis

COI is an operator qualified by the Bureau of Ocean Energy Management ("BOEM") to operate and hold offshore leases and as mentioned serves as operator of approximately fifty-five percent (55%)] of the Offshore Leases. As operator of these Offshore Leases, COI is the party responsible under the applicable joint operating agreements for paying the bills generated by operating the Offshore Leases, facilities, Assets, and in so doing must: (i) obtain a variety of specialty chemicals, gas, metals, plastics, and other raw materials from specialized vendors and other service providers: (ii) meet certain safety, plugging and abandonment, and decommissioning obligations in order to remain qualified with BOEM; and (iii) make all payments to third parties for drilling, completion, recompletion, facilities maintenance, and other development and operations regarding the operated Offshore Assets. In the course of its responsibility as operator, COI obtains materials and services (including—without limitation—personnel to manage, maintain and operate the operated Offshore Assets) from a limited number of highly specialized vendors, service providers, and other businesses, often on an order-by-order basis and/or, in some instances, through contracts with service providers. The Debtors estimated that, as of the Petition Date, COI owed a total of approximately \$3.5 million on account of these undisputed trade claims (the "Trade Claims") arising from its responsibilities as operator. As discussed below, the Debtors requested and obtained Court approval to pay all undisputed prepetition and postpetition Trade Claims in the ordinary course of business in connection with the filing of the First Day Motions. As such, all undisputed and unsecured debt of COI to these third parties should have been paid by hearing on this Disclosure Statement, or by the Voting Deadline.

In the ordinary course of business, the Debtors are parties to a number of lawsuits, legal proceedings, collection proceedings, and disputed claims arising out of their business operations. The Debtors dispute the claims brought by Apache Corporation ("Apache"), Marquis Resources, LLC ("Marquis"), Fieldwood Energy LLC ("Fieldwood") and Benefit Street Partners L.L.C. ("BSP") (collectively, the "Disputed Claims" and each a "Disputed Claim"). Following is description of the "Disputed Claims":

- a. Apache Litigation. Apache filed a suit against CEI, CEP, and COI in August 2015 alleging that Apache is owed on unpaid joint interest billings relating to the parties' joint ownership and operating/facilities agreements regarding certain oil and gas properties. The suit is styled as *Apache Corporation v. Castex Offshore, Inc., et al*, Cause No. 2015-48580; 133rd Judicial District Court, Harris County, Texas. It is important to note that the Apache Disputed Claim arises out of prior relationships, as opposed to current contractual or joint ownership agreements, because while the Debtors require that current creditor claims be dealt with to maintain operating agreements and preclude third parties from asserting lien rights against third parties holding ownership interests under joint operating agreements, the Apache Disputed Claim generates no such rights on its behalf. CEI, CEP and COI filed counterclaims against Apache. Certain of these counterclaims center upon two projects undertaken by Apache, as operator: (1) the construction of the Belle Isle natural gas processing facility and associated pipelines (the "Belle Isle Facility"), and (2) the drilling and completion of the Potomac #3 Well. CEP has asserted that, due to Apache's gross negligence and willful misconduct, the Belle Isle Facility cost over \$148 million, more than \$100 million over the approved budget. Due to Apache's gross negligence, breach of fiduciary duty, and fraud (failure to disclose information relating to real costs, which were known to Apache), CEP, as a 25% owner, paid nearly \$23 million more than it should have for the Belle Isle Facility. CEP also asserts that Apache was grossly negligent in the drilling, sidetracking, and completion of the Potomac #3 Well (which was owned 50% each by Apache and Castex), causing the total well cost to exceed \$51 million, more than double its original budget. Further, CEP alleges that Apache was grossly negligent in failing to cement multiple sidetrack attempts in the well, allowing cross flow of water into the reservoir. As a result, the well was a total loss, ceasing production shortly after completion and causing loss of reserves from the target reservoirs. Inclusive of remedial costs for the well and lost reserves, CEP suffered millions of dollars in damages as a result of Apache's gross negligence on the Potomac #3 Well. Among the Debtors, CEP is the true party in interest, both as regards the Apache Disputed Claim (though Apache has continued to make shifting claims in an attempt to assert claims against COI as well as CEP (Castex 2005 is a named defendant but Apache has raised no claims against Castex 2005 except to assert that its name has the word "Castex" in it) and the counterclaim. Apache in essence holds the Disputed Claim(s) against CEP, but is subject to counterclaims that dwarf the Disputed Claim.²⁰ In Claim No. 83, Apache claims that its Claim against CEP is a Secured

²⁰ Apache has filed claim No. 82 against COI. The Claim allegedly arises out of two operating agreements, High Island 52 #2 under JOA No. 154030 and Ship Shoal 189 #A-10 under JOA No. 423. In fact, though Apache asserts a claim in the amount of \$39,596.38, it admits that it owes COI \$17,354.71, leaving a net claim "Net Claim After Offset / Recoupment" of \$22,241.67. COI has researched Apache's own JIBs related to High Island 52 #2 under JOA No. 154030 and Ship Shoal 189 #A-10 under JOA No. 423 (and others) and has determined that Apache itself, in its billings, shows that after netting all invoices to and from Apache and COI that Apache owes a net credit of \$20,879.51 to COI. Apache's own production of its schedule of JIBs involved in the state court litigation shows a net credit related to the two operating agreements pursuant to which Apache now says it Holds a Claim against COI in the amount of \$25,008.51. As far as COI is concerned, there are no prepetition creditors of COI unpaid (or that

Claim, secured by operator liens and rights of setoff.

- b. Marquis Resources, LLC. On November 2, 2016, Shoreline Southeast LLC and Shoreline Offshore LLC (“Shoreline”) filed jointly administered chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas. CEP and Shoreline are parties to a number of pre-petition joint operating agreements pertaining to the joint development of certain wells located in the State of Louisiana and offshore. Under some of these agreements, CEI (onshore) and COI (offshore) act as the operator, and either Shoreline Southeast LLC or Shoreline Offshore LLC is a working interest holder. Under other of these agreements, Shoreline Southeast LLC is the operator, and CEP and or COI would be a working interest holder. On November 21, 2016, Shoreline filed a motion proposing bidding procedures (the “Sale Process”) for both the sale of designated assets and non-designated assets. Highbridge, Shoreline’s prepetition lenders, agreed to form an entity to provide a stalking horse credit bid for the designated assets. Shoreline stated that in the event that any of the assets were not sold through the Sale Process, those assets would be abandoned. Highbridge prevailed as purchaser of the designated assets, and Marquis was organized as the successor entity to hold the assets purchased by Highbridge. On January 27, 2017, Shoreline filed its *Notice of Intent to Abandon Estate Assets* (the “Abandonment Notice”). The Abandonment Notice contained several exhibits outlining the Non-Designated Assets to be abandoned (the “Unsold Assets”). Among the Unsold Assets were several assets and agreements with CEP and CEI under which Shoreline has significant plugging and abandonment liability (namely, Rabbit Island and Deer Island West Lacoste). CEI sought and was awarded an administrative expense claim against Shoreline by final order of the bankruptcy court for unpaid joint interest billings and for demobilization and plugging and abandonment expenses which have not yet occurred but which will occur upon the abandonment of the Unsold Assets (the “Administrative Claim”). Under the terms of the agreements, Shoreline is responsible for paying their share of certain joint interest billings and is jointly liable in certain proportion for all environmental liabilities attributable to the assets. Further, because Shoreline had failed to pay its joint interest billings, CEI held certain revenues due to Shoreline in suspense. In April 2017, Marquis made demand upon CEI and the Castex Debtors to pay certain receivables owed in the total amount of approximately \$920,000 (namely revenues held in suspense). Marquis asserted that the sale of assets included all receivables that were outstanding as of the closing date, including receivables related to the Unsold Assets. Marquis did agree to allow for an offset of any amounts it owes for joint interest billings. The Castex Debtors dispute Marquis’ interpretation of the sale documents and the addition of accounts receivable attributable to Unsold Assets (Rabbit Island and Deer Island West

will be unpaid after assumption of contracts), with the only exception being the Apache Disputed Claim of approximately \$22K that its own billings (as far as information provided by Apache to COI shows) seem to disprove.

Lacoste) to Marquis' payment request; however, Castex agreed that it can setoff amounts owed by Shoreline. Marquis' demand for payment ignores the Unsold Assets' associated liabilities and does not take into account the Administrative Claim, which accrued prior to the sale of assets to Marquis. The Administrative Claim eclipses any amount demanded by Marquis. The parties are attempting to reach settlement, as CEP and/or COI remain parties to joint operating agreements that were assumed by Shoreline and assigned to Marquis, and the resolution of the Shoreline-based disputes will facilitate an ongoing relationship among the parties.²¹

- c. Fieldwood. On July 2, 2014, Fieldwood (as Seller) and COI and Walter Oil and Gas Corporation ("Walter") (as Purchasers) entered into a Purchase and Sale Agreement (the "PSA"), whereby COI and Walter acquired all of Fieldwood's right, title and interest in and to the High Island 116A Platform and certain Pipelines (collectively, the "HI116A Assets") in exchange for assumption of all decommissioning obligations. The Parties closed the transaction on July 21, 2014 (the "Closing Date") and executed an assignment and bill of sale and designation of operator forms relating to the HI116A Assets. In connection with the closing, Fieldwood and COI executed two contract operations agreements: (1) a Contract Operations Agreement whereby COI would contractually operate the HI116A Platform until such time as the designation of operator was approved by the BOEM and (2) a Contract Operations Agreement whereby COI would contractually operate the HI167A Platform for a period of time until either Party provided the other written notice to discontinue production at the HI167A Platform. Within the conveyance documents, Fieldwood reserved and did not convey to COI or Walter the High Island A01, High Island A02 and High Island A03 Wells (the "Reserved Assets"). Pursuant to written notice provided by Fieldwood, the HI176A Contract Operations Agreement terminated on July 31, 2016. On July 13, 2016, Fieldwood provided COI with a summary of previous unbilled costs allegedly associated with the HI167A Platform totaling \$261,037.78. COI was also informed that there were additional unbilled costs associated with the HI116A Platform, but that they appeared to be less than \$5,000. Then, on August 11, 2016, COI received subsequent invoices, allocated as follows: \$324,981.36 for the HI167A Platform and \$360,244.06 for the HI116A Platform. COI reviewed these invoices and informed Fieldwood that a number of the charged costs were allocated to the Reserved Assets, and declared that it was not responsible, nor would it remit payment, for amounts associated

²¹ Currently COI in its capacity as operator is holding approximately \$426,000 in suspended revenue that Marquis claims is due under the applicable JOA(s). In fact, this is the only Marquis claim against COI. As COI currently intends to assume the relevant JOA(s), the suspended revenues would have to be paid over to Marquis as cure costs. Therefore, COI intends to release the suspended revenue (as the Marquis COI claim is not in material dispute), under the *Final Order (I) Authorizing the Debtors to Pay Royalties, Severance Taxes and Delay Rentals and (II) Granting Related Relief* [Dkt. No. 118]. Upon release of the suspended revenue, Marquis will have no further Claim against COI (and the claim arising out of the suspension of revenue would, as a cure cost, not be a prepetition claim).

with such Reserved Assets. Because COI disputed the amounts owed, Fieldwood began withholding revenue on other properties: Chandeleur 42/43, High Island 206, Ship Shoal 301 and Ship Shoal 314. Fieldwood also withheld payment on all joint interest billings owed to COI, the last invoice being paid by Fieldwood in August of 2016. In September of 2016, Fieldwood and CEI held a meeting where Fieldwood asserted that the costs were mistakenly allocated to the Reserved Assets when they should have been allocated to the HI116 Platform. Fieldwood then submitted a revised invoice detailing the amounts allegedly owed. CEI is currently reviewing the revised invoice, and disputes a number of the charges contained therein, as they are for time periods where COI was the acting operator for the HI116 and HI167 Platforms. The parties have settled their disputes and the Debtors have filed a motion pursuant to Bankruptcy Rule 9019 requesting Bankruptcy Court approval of a settlement of the Fieldwood Disputed Claim, which will be heard on January 9, 2017. The Fieldwood Disputed Claim is a claim only against COI; Fieldwood holds no claims against any of the other Debtors. Because of the settlement, Fieldwood did not file a proof of claim.

- d. Benefit Street Partners. In or around 2015, Benefit Street Partners (“BSP”) and Castex 2005 entered into an arrangement whereby BSP would provide financing to Castex 2005. This transaction never closed. In 2017, BSP filed a suit against Castex 2005 styled as *Benefit Street Partners, L.L.C., v. Castex Energy 2005, L.P.*, Cause No. 2017-21029, 334th District, Harris County, Texas, seeking to recover its out-of-pocket expenses associated with the failed transaction of approximately \$200,000. Specifically, BSP asserted that Castex 2005 failed to pay for a work deposit as allegedly required under the terms of a work deposit letter executed by the parties on July 2015. Castex 2005 responded, asserting that it has fully complied with all of its obligations set forth in the work deposit letter. Castex 2005 has also asserted numerous counterclaims against BSP, including fraud and negligent representation, and has claimed that BSP made false representations to Castex 2005 that were relied upon by Castex 2005, including representations regarding the ability of BSP to source or finance the transaction itself (which Castex 2005 asserts it knew it could not do at the time of making the representation). The BSP Disputed Claim is asserted only against Castex 2005, and it holds no other claims against any of the other Debtors.

In the event that the Disputed Claims of Marquis against CEP and the Claim of Benefit Street Partners against Castex 2005 become Allowed Claims, such Claims shall be treated as General Unsecured Claims for purposes of the Plan.

(c) CEI Cure Claim

Certain of the Debtors owe the CEI Cure Claim in the aggregate amount of six million one hundred fifty and no/100ths dollars (\$6,150,000), which is comprised of (i) unpaid management fees in the amount of three million nine hundred ninety thousand and no/100ths Dollars (\$3,990,000) and (ii) unpaid reimbursements for professional fees paid by CEI on behalf of the Debtors in the amount of two million one hundred sixty thousand and no/100ths Dollars

(\$2,160,000). Pursuant to the RSA, the Shared Services Agreement shall be assumed by the Debtors on the Effective Date of the Plan, subject to certain amendments including with respect to termination rights, the monthly Management Fee charged by CEI, the method of redetermination of the monthly Management Fee, and the payment of 3rd Party Expenses. Upon assumption of the Shared Services Agreement pursuant to the Plan and Confirmation Order, CEI has agreed to the treatment of the CEI Cure Claim as follows: (i) CEI shall setoff the amount of one million four hundred fifty-six thousand seven hundred sixty-seven and 02/100ths Dollars (\$1,456,767.02) of its Cure Claim against CEI's debt to CEP for legacy suspended revenue and (ii) shall be entitled to the "Success Fee" upon sale(s) that result in at least \$200 million of proceeds, a full third-party refinancing of exit facilities, or a sale contemporaneous with or after a refinancing that results in at least \$168 million of proceeds. CEI shall receive no other or further consideration on account of the CEI Cure Claim. Since the Petition Date, amounts due and payable in the ordinary course of business under the Shared Services Agreement (other than, for the avoidance of doubt, the CEI Cure Claim) have been paid in accordance with the Shared Services Agreement and in accordance with the Bankruptcy Court's approval of the Shared Services Agreement Motion (as defined below). CEI supports the restructuring of the Debtors and is a party to the RSA.

(d) Equity Interests

As discussed, Castex 2005 is the owner of CEP, CELL II, CELL IV and COI. CELL II is the general partner of CEP, holding 0.09% of the partnership interests in CEP. CELL IV and Castex 2005 are CEP's limited partners. The Castex 2005 partnership units are held 99% by a number of limited partners and preferred unit holders and 1% by CELL I, the general partner. The holders of the preferred units obtained their interests in 2012. In June of 2012, Castex 2005 raised additional capital through the issuance of preferred equity units (the "Preferred Offering"). Pursuant to the Preferred Offering, Castex 2005 issued 612 preferred units, at \$125,000 per preferred unit. The gross proceeds from the Preferred Offering were \$76,500,000, less fees and expenses. The Castex 2005 Partnership Agreement entitles each preferred unit holder to quarterly distributions of 8% per annum if paid in cash or 10% per annum if paid in kind, payable quarterly in arrears. The last cash distribution to the preferred unit holders was made on July 1, 2015.

The Committee Objection also mentions potential Causes of Action against certain limited partners who received distributions called for under the Castex 2005 partnership agreement. The Debtors believe that the mentioned but not attached Exhibit A to the proposed letter would assert that within 2014-2015 preferred unit holders received approximately \$9.1 million in distributions. The Debtors have disclosed that the last distribution was made on or about June 30, 2015.

Each preferred unit holder, since July 1, 2016, pursuant to the Castex 2005 Partnership Agreement, has been entitled to provide written notice to the general partner (i.e., CELL I) of its election to exercise its "put right" which if exercised would create the right to have its preferred

unit(s) redeemed by Castex 2005.²² Such redemption right is an unenforceable contract right only, as Castex 2005 has since the last cash distribution (July 1, 2015) been unable to make quarterly distributions to provide the preferred return. As of the Petition Date, approximately 65.5% of the preferred units have been “put” to Castex 2005, though none have been redeemed, and such unit holders retain their units. The Castex 2005 Partnership Agreement does not provide the holders of the preferred units with any right to a cash payment for the failure of Castex 2005 to honor the put.²³

Pursuant to the Plan, all common and preferred partnership units currently owned in Castex 2005, through a series of transactions as described in the RSA, this Disclosure Statement and in the Plan (including the transactions defined in the Plan as the “Corporate Transactions”), and those other mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors reasonably determine (with the consent of the Prepetition Agent and the Required Consenting Lenders) to be necessary or desirable to implement the Plan (collectively the “Restructuring Transactions”), shall be exchanged for units in the entity described in the RSA as Castex Energy Holdings, LP (“CEH, LP”), which, prior to the issuance of the New Equity Interests under the Plan, will be the owner of Castex 2005. As the interests of CEH, LP shall be extinguished under the Plan, the current holders of Equity Interests in Castex 2005 will be left owning CEH, LP, which is to be dissolved as soon as reasonably possible after the Effective Date and after filing its final tax returns. The Equity Interests held in Castex II, Castex IV, CEP, and COI shall also be treated in accordance with the Restructuring Transactions. Briefly, the Restructuring Transactions include the Corporate Transactions, which include specifically the following steps: (i) the merger of Castex II and Castex IV into Castex 2005; (ii) the conversion of CEP into a limited liability company; (iii) the Equity Interests in COI being wholly owned by CEP; (iv) the Equity Interests in CEP being wholly owned by Castex 2005; (v) the formation of CEH LP; (vi) the formation of Castex Merger Sub LLC (“Merger Sub”) as a wholly owned subsidiary of CEH LP; (vii) the merger of Merger Sub with and into Castex 2005 pursuant to which CEH LP will wholly own the Equity Interests of Castex 2005 and the owners of the Equity Interests in Castex 2005 will surrender or be deemed to have surrendered those Equity Interests in exchange for substantially similar Equity Interests in CEH LP; and (viii) the conversion of Castex 2005 to a limited liability company. These Restructuring Transactions will result in CEH LP wholly owning Castex 2005, before assigning its interests in Castex 2005 to Reorganized Castex Holdco (which will be formed to hold the ownership of Castex 2005) in return for the assumption of the Prepetition Debt. Upon exit from bankruptcy, Reorganized Castex Holdco will issue the New Equity Interests to each Holder of an Allowed RBL Secured Claim in accordance with the Plan (subject to dilution as provided for in the Plan).

²² Castex 2005’s obligation to honor the put is subject to Castex 2005’s rights and obligations under applicable Texas law and the Castex 2005 Partnership Agreement, including the right of Castex 2005 to postpone redemption for a designated period. If redemption is not consummated within this period, Castex 2005 is to use commercially reasonable efforts to provide to such preferred unit holder a production payment transaction through which the preferred unit(s) would be paid the Redemption Purchase Amount.

²³ The Holders that have “put” their preferred units to Castex 2005 are considered by the Debtors to be Holders of Equity Interests. If such parties are determined to be the Holders of Claims, the Debtors consider such Claims to be Class 6 Section 510(b) Claims, and therefore subordinated to Class 4 General Unsecured Claims.

As of the Effective Date, Reorganized Castex Holdco shall wholly own the Equity Interests of Reorganized Castex 2005, Reorganized Castex 2005 shall own the Equity Interests of Reorganized CEP, and Reorganized CEP shall wholly own the Equity Interests of Reorganized COI.

1.7 *Other Significant Obligations.*

(a) Performance Bonds

COI is required to post certain bonds as per BOEM requirements. CEI and CEP are also required to post certain bonds as per the Louisiana Department of Natural Resources, Office of Conservation (“LDNR”) requirements. Other performance bonds are posted on behalf of certain entities as required per the requirements under certain acquisition documents. The Debtors presently have a combination of bonds for BOEM, LDNR, Chevron USA, Hunt Oil Company, BHP Billiton, LL&E Company, and Fieldwood Energy, LLC in the amount of \$17,025,131, all underwritten by US Specialty Insurance Company, Indemco, or RLI Insurance Company. The Department of Interior Bureau of Safety and Environmental Enforcement (“BSEE”) recently proposed a reassessment of potential decommissioning obligations, which could require COI to obtain additional bonding. COI has not received a demand from BOEM for additional supplemental bonding as of the filing of this Disclosure Statement. As mentioned below, the Reorganized Debtors shall maintain all bonding currently in place after the Effective Date.

(b) Royalty Obligations

To maintain its Onshore and Offshore Leasehold Interests, the Debtors must, generally, either be conducting operations or paying royalties on production to the federal government (“Lessor Royalties”). The Debtors pay monthly royalties to the federal government and remits such payments to the United States, through the Department of the Interior, Office of Natural Resources Revenue. The Debtors submit that they are current in the performance of such obligations.

In addition to these Lessor Royalties, the Debtors’ properties are burdened by certain overriding royalty interests (“ORRIs”). The Lessor Royalties and the ORRIs have been paid throughout the Chapter 11 Case and the Debtors are current on these obligations.

ARTICLE II EVENTS LEADING TO CHAPTER 11

2.1 *Distress in the Oil and Gas Sector*

Over the last decade, in part due to the development of fracking technology, the production of oil and gas in the U.S. has increased significantly. In 2014, oil and gas prices began a steep decline. In the first half of 2016, the price of oil reached a near thirteen-year low of below \$30/barrel and natural gas prices fell below \$2.00/MMbtu. Since this time, the prices of oil and gas have remained depressed. Futures prices suggest that the price of both oil and gas may remain low for the foreseeable future. Upstream energy companies have been especially

hard hit, as asset value and cash flow are closely tied to commodity prices. Energy companies have been especially hard hit in the credit markets and financing alternatives for middle market companies in the energy sector have become tenuous. The decline in oil and gas prices has placed substantial pressure on oil and gas companies and caused a substantial decrease in exploration, new drilling, and new production. The decrease in the price of oil and natural gas, along with the natural decline in production and limited new drilling activity resulted in a significant reduction in the Debtors' revenue and EBITDA, which declined approximately 60% and 70%, respectively, from FY 2014 to FY 2016.

In 2014, CEP (and COI) initiated an exploration and development program deemed timely because of then-prevailing commodity prices and invested \$259 million (net of asset sales), yielding mixed results. Much of the investment during this period focused on high cost, long-lead time investments in offshore infrastructure in anticipation of future developmental drilling. From July 2014 to April 2016, natural gas prices fell from \$4.40/MMBtu to less than \$2.00/MMBtu; CEP was only mildly hedged and therefore was exposed to this drop. CEP also suffered extensive damage to its financial condition because of what the Debtors perceive to have been Apache's gross negligence and fraudulent inducement in connection with the construction of a production handling facility and also multiple re-drills of a well in one of its most profitable fields ultimately costing CEP the claimed millions in damages and also loss of reserves forever (*see* Apache Litigation discussion *supra* at 1.6(b)).

2.2 *Prepetition Secured Parties Negotiations and Marketing Process*

Over the last 2 years, management has conducted extensive efforts to bring forward multiple out-of-court strategies/restructuring options to the Prepetition Secured Parties. For instance, in 2015, the Debtors proposed raising a HoldCoTerm Loan ("HCTL") that would have (i) redeemed half of the Preferred Units of Castex 2005 at par + make-whole value, (ii) paid down the Credit Facility and (iii) provided drilling/acquisition capital. The syndication fell apart and HCTL transaction did not ultimately close (*see* Benefits Street Partners discussion *supra* at 1.6(b)).

Following the collapse of the HCTL deal, CEP faced a \$50 million borrowing base deficiency payment to the Prepetition Secured Parties. In a good faith, arm's length transaction for reasonably equivalent value, Castex 2014 offered to acquire \$50 million of CEP assets in a "Slice Sale" that was also offered pro rata to all Castex 2005 limited partners. In February 2016, the Slice Sale closed, resulting in a conforming borrowing base.²⁴ A subsequent borrowing base redetermination resulted in at least a \$150 million borrowing base deficiency. In April 2016 following the borrowing base redetermination, the Debtors approached the Prepetition Secured Parties with a plan to reduce the Secured Debt by an additional \$100 million via asset sales and cash flow. This plan did not generate the requisite lender support, and the Debtors thereafter explored a "global solution" involving either (i) a merger and acquisition deal with an affiliated partnership or (ii) an arm's length, third party equity solution.

²⁴ Certain Castex 2005 limited partners participated in the Slice Sale.

Despite exploring multiple transactions, the various constituents were not able to obtain the requisite approvals for a workable path forward. As a result, CEP has been unable to fully align its operating costs, debt service, and other expenses with the economic realities of its current capital structure. The Debtors have also become unable to satisfy certain covenants and obligations in connection with the Prepetition Credit Agreement. Further, refinancing the CEP debt was not feasible under current market conditions. Thus, as previously mentioned, the Debtors engaged Evercore in late July 2016 to explore strategic alternatives. Evercore's initial assessment suggested that due to the overall debt burden and asset value, any transaction would require significant concessions from the Prepetition Secured Parties. The Prepetition Secured Parties subsequently retained RPA.

In September 2016, CEP proposed, with approval of Castex 2005, that it sell 80% of its prospect inventory to new investors for cash and an override. The plan is referred to here as the "DrillCo Plan." The terms and conditions of the DrillCo Plan were reduced to a formal amendment to the Prepetition Credit Agreement which would direct management to execute on the DrillCo Plan. The DrillCo Plan required unanimous lender approval due to the extension of the Prepetition Credit Agreement maturity date. The Debtors were unable to obtain the requisite approval and therefore could not consummate the DrillCo Plan.

In February 2017, in exchange for further financial accommodations from the Prepetition Secured Parties (at this point, for example, the Prepetition Secured Parties had agreed to extend the due date for the Debtors' \$150 million borrowing base deficiency for several months), the Debtors agreed to conduct a marketing process for the CEP assets (the "Marketing Process"). In March and April 2017, Evercore conducted the Marketing Process in accordance with a mutually agreeable bid protocol. The Marketing Process was well attended (55 parties contacted, 17 executed non-disclosure agreements executed, and 12 management presentations) with an audience that incorporated onshore and offshore industry players, financial firms, and buyers of debt. Non-binding bids for certain packages of onshore assets were received but no proposals were submitted for the Debtors' offshore assets. Through presentations from, and on-going discussions between Evercore and the Prepetition Secured Parties' advisors, the Prepetition Secured Parties were consistently and routinely informed of the Marketing Process.

Following the outcome of the Marketing Process, the Debtors offered to recommence work on a new version of the DrillCo Plan and buy out certain of the Prepetition Secured Parties. The Debtors also offered their continued cooperation and to raise capital to support an in-court solution. On May 1, 2017, the Prepetition Secured Parties informed the Debtors that an out-of-court solution, including the DrillCo Plan, with an extension of the July 2017 maturity date under the prepetition credit facility, would not obtain the requisite approvals from the Prepetition Secured Parties. As a result, the Debtors with the assistance of their advisors focused on negotiating a consensual transaction with the Prepetition Agent and the Prepetition Secured Parties to address the Debtors' significant liquidity challenges as well as comprehensively restructure the Debtors' obligations via an in-court process. These discussions eventually led to the RSA between the Debtors, the Prepetition Secured Parties, CELL I, and CEL.

2.3 *Restructuring Support Agreement and Plan Term Sheet*

After nearly two years of attempts to deal with the problematic pricing environment and resultant challenged capital structure, and after the sale process that yielded no solution, the Debtors, a super majority of the Prepetition Secured Parties, CELL I, and CEI agreed to the consensual restructuring transaction set forth in the RSA that incorporates a term sheet outlining the key provisions of a plan of reorganization for the Debtors, which has evolved into the Plan. A key element of the Plan is the conversion of a substantial portion of the Debtors' outstanding prepetition bank debt into the new Equity Interests. The RSA contemplates the following key components, among others, of the Plan:

- Restructuring Transactions, including the Corporate Transactions resulting in the merger of CELL II and CELL IV into Castex 2005; the conversion of CEP into a limited liability company; the Equity Interests in COI being wholly owned by CEP; the Equity Interests in CEP being wholly owned by Castex 2005; the merger of Merger Sub with and into Castex 2005 pursuant to which CEH LP will wholly own the Equity Interests of Castex 2005 and the owners of the Equity Interests in Castex 2005 will surrender those Equity Interests in exchange for substantially similar Equity Interests in CEH LP; and the conversion of Castex 2005 into a limited liability company.
- The transfer by CEH LP of all of the Equity Interests in Castex 2005 to Reorganized Castex Holdco in exchange for the assumption by Reorganized Castex Holdco of all of the Prepetition Debt.
- Each Holder of an RBL Secured Claim shall receive its pro rata share of 100% of the Equity Interests in Reorganized Castex Holdco, subject to reduction by the General Equity Pool and dilution by the DIP Lenders' DIP Equity Share and by the Management Incentive Plan. Further, if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, it shall receive its Pro Rata share of up to \$90 million of loans and up to \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of up to \$55 million of term loans under the Exit Credit Agreement; if such Holder (i) abstains from voting on the Plan, (ii) votes to reject the Plan, or (iii) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, it shall receive its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term Loans.
- Each holder of an allowed General Unsecured Claim shall receive its pro rata share of the General Equity Pool; *provided, however*, that if each class of General Unsecured Claims accepts the Plan, (i) the distribution of New Equity Interests to the DIP Lenders and to holders of RBL Secured Claims shall not be subject to dilution by the General Equity Pool and (ii) each RBL Lender voting to accept the plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its allowed RBL Deficiency Claim for the benefit of the Beneficiary Claimants such that each Beneficiary Claimant shall not receive any distribution on account of its allowed General Unsecured Claim other than cash in the amount of the lesser of (i) the

allowed amount of its General Unsecured Claim and (ii) its pro rata share of \$500,000.

- Except as necessary to implement the Restructuring Transactions, Equity Interests in Castex 2005 shall be deemed canceled and extinguished, and shall be of no further force and effect, and Equity Interests in CELL II, CELL IV, CEP, and COI shall be treated in accordance with the Restructuring Transactions.
- The Shared Services Agreement shall be assumed by the Debtors on the Plan Effective Date, subject to certain amendments, including the New Shared Services Agreement Termination Right, the modification of the Shared Services Agreement Monthly Fee and redetermination of same, and the treatment of CEI's Cure Claim and right to a Success Fee in the event of a Success Fee Sale or Refinancing.
- The assumption of JOAs, Leasehold Interests (to the extent assumable under section 365 of the Bankruptcy Code) and various other contracts.
- Modification of the exit capital structure to allow for maintenance of development potential with respect to the assets of the reorganized companies.
- The reservation of twelve percent (12%) of New Equity Interests for a Management Incentive Plan, as provided in the RSA and the Plan.
- The New Board for each of the reorganized Debtors shall initially consist of five (5) members as follows: (i) four members shall be selected by the DIP Agent and the Required Consenting Lenders; and (ii) one member (A) shall be an executive officer of the reorganized Debtors and (B) shall be proposed by CEI, whose appointment to the New Board shall be acceptable to the DIP Agent and the Required Consenting Lenders (such consent not to be unreasonably withheld).

The Plan also contains certain releases, including releases between the Debtors and Reorganized Debtors, on the one hand, and certain "Released Parties" on the other hand. The Released Parties under the Plan include the RSA Parties, the DIP Agent, the DIP Lenders, the Prepetition Agent, and the Prepetition Secured Parties and their representatives, advisors, Affiliates, and agents. The Plan also provides that each Holder of a claim or an interest that (i) votes to accept or is deemed to accept the Plan or (ii) votes to reject the Plan, is deemed to reject the Plan, or is in a voting class that abstains from voting on the Plan but does not elect to opt out of the release provisions contained in Article XII of the Plan, will be deemed to be Releasing Parties.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan will constitute a good-faith compromise and settlement of all claims, interests, and controversies relating to the Debtors. The Debtors believe that the RSA (and the Plan which is premised on it) is the best opportunity for the Debtors to reorganize under a chapter 11 plan as a going concern, continue their day-to-day operations substantially as

currently conducted, and exit chapter 11 with a new capital structure and more appropriate leverage.

The RSA does not represent a vote for acceptance of the Plan or a solicitation by any party of votes for acceptance of the Plan. The RSA includes and incorporates a Plan Term Sheet. Since execution of the RSA, the Plan Proponents have worked together to formulate the Plan and in providing assistance to the Debtors in formulating this Disclosure Statement. To the extent there are differences between the Plan and the Plan Term Sheet, the Plan governs.

2.4 *The DIP Facility*

While the Debtors were negotiating the terms of the RSA, they also were in discussions with the Prepetition Secured Parties over the terms of a debtor-in-possession facility. These discussions resulted in the negotiation of the DIP Facility. The DIP Facility provides the Debtors with postpetition financing in the form of a senior secured, superpriority revolving credit facility in the aggregate principal amount of \$15 million, as well as consensual use of the Prepetition Secured Parties' cash collateral. Based on the analysis of the Debtors' management team and advisors, the Debtors determined that the DIP Facility was on the most favorable terms available in light of the Debtors' circumstances as well as the current market for DIP financing. The Debtors and their advisors concluded that the DIP Facility would provide the Debtors with sufficient liquidity to transition into the Chapter 11 Cases smoothly and implement the restructuring contemplated by the RSA.

ARTICLE III KEY EVENTS DURING CHAPTER 11 CASES

Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The following is a general summary of the Chapter 11 Cases.

3.1 *First Day Pleadings*

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors filed several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with vendors and royalty owners following the commencement of the Chapter 11 Cases. These First Day Motions requested, among other things, authority to (i) jointly administer the Chapter 11 Cases for procedural purposes only; (ii) continue to operate the Debtors' existing cash management system and continue the use of existing bank accounts and business forms; (iii) continue prepetition insurance coverage and related practices; (iv) pay certain owners of royalty and working interests in the Debtors' leaseholds and pay the costs and expenses of maintaining the leases; and (v) continue the Shared Services Agreement in the ordinary course of business. A brief description of each of the First Day Motions and the evidence in support thereof is set forth in the *Declaration of Aaron Killian, Vice President and Chief Financial Officer of the Castex Debtors, In Support of the Chapter 11 Petitions and First-Day Motions* (the "First Day

Declaration”) and as amended [Dkt. No. 3 and Dkt. NO. 102 for the Amended Declaration], Significantly, pursuant to the First Day Motions, the Debtors sought and were granted the authority to pay the Claims of a number of their vendors in full, in the ordinary course of business.

On October 18, 2017, the Bankruptcy Court entered orders approving the First Day Motions on either an interim or final basis. A final hearing to approve certain of the First Day Motions was held on November 8, 2017. The First Day Motions, and all orders for relief granted in the Chapter 11 Cases, can be viewed free of charge at <https://cases.primeclerk.com/castex>.

3.2 *Debtor In Possession Financing*

The Debtors lacked the requisite liquidity to fund a pre-negotiated deal with their Prepetition Secured Parties. Accordingly, the Debtors undertook extensive efforts prior to filing to secure the most favorable debtor in possession financing (“DIP Financing”). For the Debtors, the DIP Financing was not only critical to fund the Debtors’ operations during the Chapter 11 Cases but also to provide them liquidity to pursue a chapter 11 plan. The Debtors negotiated with the Prepetition Secured Parties, the Prepetition Agent, and various third parties to secure DIP Financing while attempting to continue overall restructuring discussions with the lenders on a parallel path. In looking at financing alternatives, the Debtors put a premium on a consensual deal that allowed all bank lenders to participate while giving the Debtors the ability to propose and consummate a chapter 11 plan of reorganization on reasonable timeframes.

In an effort to get to a consensual deal that avoided a costly priming fight, the Debtors initiated a dialog with the Prepetition Agent and its advisors for purposes of negotiating a postpetition DIP Facility, including new liquidity and the use of Cash Collateral. In addition, the Debtors, with the assistance of Evercore, once again approached the marketplace, albeit a smaller universe of potential third party lenders than were contacted in the earlier processes, to solicit interest in a DIP Financing either on an unsecured basis or secured by liens junior in priority to the Secured Debt. No third party lenders were willing to provide postpetition financing to the Debtors on this basis. The discussion and negotiations with Prepetition Agent, the Prepetition Secured Parties and their advisors yielded the Debtor-In-Possession Credit Agreement (the “DIP Credit Agreement”).

On the Petition Date, the Debtors filed the Debtors’ *Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Priming and Superpriority Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) Use Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (IV) Granting Related Relief* (the “DIP Motion”) [Dkt. No. 6] requesting authority to enter into the DIP Financing offered by the DIP Lenders.

On October 18, 2017, the Bankruptcy Court entered the Interim DIP Financing Order [Dkt. No. 35]. A final hearing to approve the Final DIP Financing Order was scheduled for November 14, 2017, at which time the Bankruptcy Court approved the Final DIP Financing

Order, which authorizes the Debtor to borrow up to \$15,000,000 from the DIP Lenders and grants the DIP Lenders super-priority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code and the DIP Liens, which is a first lien on substantially all assets of the Debtors (the “DIP Collateral”).

The Debtors have been operating under the Interim and Final DIP Financing Orders pursuant to a set of rolling budgets as provided for in the Interim and Final DIP Financing Orders. The most recent budget (“Cash Flow Budget”), which projects through January 14, 2018, is attached to this Disclosure Statement as **Exhibit E**. The DIP Facility contains Plan milestones requiring an expedited exit from chapter 11. Pursuant to the Plan milestones, the Debtors are required to obtain approval of the Disclosure Statement and Plan solicitation procedures by January 5, 2018 and to obtain Entry of the Confirmation Order by March 9, 2018. Further, the deadline for the Effective Date is ten (10) days after entry of the Confirmation Order.

3.3 *Retention of Professionals*

The Debtor also filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code as debtors-in-possession in these Chapter 11 Cases. The Bankruptcy Court approved the retention and employment of the following professionals and advisors:

- Kelly Hart & Pitre (“Kelly Hart”) as counsel for the Debtors [Dkt. No. 117];
- Alvarez & Marsal North America, LLC (“Alvarez”) as restructuring advisors to the Debtors [Dkt. No.169];
- Evercore Group L.L.C. (“Evercore”) as investment banker for the Debtors [Dkt. No. 170];
- Paul Hastings LLP as special tax and corporate counsel for the Debtors [Dkt. No. 212]; and
- Baker & Hostetler LLP as special litigation counsel for the Debtors (Application filed on December 15, 2017 [Dkt. No. 205]; hearing January 9, 2018).

On December 4, 2017, the Bankruptcy Court entered (1) an order pursuant to sections 105(a) and 331 of the Bankruptcy Code *Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Dkt. No. 168] and (2) an order *Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Dkt. No. 167].

3.4 *Other Motions*

The Debtors also filed several other motions subsequent to the Petition Date, including motions intended to further facilitate the smooth and efficient administration of the Chapter 11 Cases and reduce the administrative burdens associated therewith. These motions include:

- Ordinary Course Professionals Motion. On October 26, 2017, the Debtors Filed the *Debtors' Motion for Entry of an Order Authorizing Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business, Effective Nunc Pro Tunc to the Petition Date* [Dkt. No. 66] (the "OCP Motion"), requesting entry of an order that, among other things, establishes procedures for the retention and compensation of certain professionals utilized by the Debtors in the ordinary course operation of their businesses Debtors reserve the possibility of certain of the entities covered by the OCP Motion may file separate retention applications.
- Interim Compensation Procedures Motion. On October 26, 2017, the Debtors Filed the *Debtors' Motion for Entry of an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Dkt. No. 67] (the "Interim Compensation Motion"), requesting entry of an order that, among other things, sets forth the procedures for the interim compensation and reimbursement of expenses of retained Professionals in the Chapter 11 Cases.
- Jeanerette Deep Sale Motion: On November 7, 2017, the Debtors filed the *Motion For Sale of Working Interest Free and Clear of Liens, Claims, Interests, and Encumbrances Under Prepetition Security Interests, and the Postpetition Interim Order and Agreement Regarding Adequate Protection Liens and Interests and Postpetition Financing Liens and Interests, and the Participation Agreement with Assignee on EMERGENCY Basis Free and Clear of Liens as Described in Section 363(f)* [Dkt. No. 85] (the "Jeanerette Deep Sale Motion"), requesting entry of an order approving the assignment, free and clear of liens and encumbrances, of a portion of CEP's working interest in the Jeanerette Deep prospect. On November 9, 2017, the Bankruptcy Court entered an order approving the Jeanerette Deep Sale Motion [Dkt. No. 95].
- Apache Notice of Removal: On November 30, 2017, Apache filed a *Notice of Removal* [Dkt. No. 159] seeking to remove the Apache State Court Suit to the Bankruptcy Court, Adv. Case No. 17-04354 (the "Apache Adversary").
- Motion to Remand and Abstain: On December 15, 2017, the Debtors filed a *Motion to Remand and Abstain* [Dkt. No. 204] in the Apache Adversary seeking to remand the Apache State Court Suit to the Texas state court (Hearing January 9, 2018).
- Fieldwood Settlement Motion: On December 15, 2017, the Debtors filed a *Motion for Approval of Settlement with Fieldwood Energy LLC Under Bankruptcy Rule 9019, and for Relief from the Automatic Stay to Implement and Consummate Settlement* [Dkt. No. 203] seeking Bankruptcy Court approval to settle Fieldwood's Disputed Claim (Hearing January 9, 2018).

3.5 *Motions to be Filed*

The Debtors have filed and will be filing the following:

- Motion to Lift Stay: In connection with the filing of the Motion to Remand and Abstain, the Debtors filed a *Motion to Lift Stay* [Dkt. No. 208] seeking Bankruptcy Court authority to lift the automatic stay pursuant to section 362 of the Bankruptcy Code to continue (i) the defense of disputed claims asserted by Apache and (ii) the prosecution of causes of action asserted by certain of the Debtors, in the Texas state court lawsuit (Hearing January 9, 2018).
- Objection to the Claim of OHAI. The Debtors plan to file, prior to hearing on this Disclosure Statement, an objection to the Claim of OHAI, on the ground that OHAI is the Holder of an Equity Interest and not a Claim (OHAI alleges the right to a claim by virtue of the prepetition exercise of a “put right” under the Castex 2005 partnership agreement in 2015, whereby Castex 2005 was, it says, obligated to buy or redeem its preferred units). In brief summary, OHAI invested as an Equity Interest owner, has no right of enforcement of its alleged Claim under the Castex 2005 partnership agreement, is entitled only to accrue interest pending liquidation or a time during which Castex 2005 has available funds to distribute (which it has not had since July 1, 2015), and is only entitled to a liquidation preference above common interest owners in the event of a liquidation. In fact, as set forth in the objection, OHAI previously attempted to obtain agreement to an amendment to the Castex 2005 partnership agreement that would have provided that it could enforce its rights to compel payment for exercise of its put right using judicial process. The proposed amendment was rejected.

3.6 *Appointment of Official Creditors’ Committee*

On October 27, 2017, the U.S. Trustee Filed the *Notice of Appointment of Committee of Unsecured Creditors* [Dkt. No. 69], notifying parties of the appointment by the U.S. Trustee of the Creditors’ Committee in the Chapter 11 Cases. The Creditors’ Committee is currently composed of the following members: (a) Apache Corporation; (b) Fieldwood Energy, LLC; and (c) Benefit Street Partners, LLC. On November 14, 2017, Fieldwood Energy, LLC resigned from the Committee. As of the date of this Disclosure Statement the Debtors have and will continue to reserve all rights with respect to the continued existence of the Committee and the make-up of the Creditors’ Committee.

3.7 *Bankruptcy Schedules and Statement of Financial Affairs*

On November 15, 2017, the Debtors filed their Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements”) in compliance with section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure [Dkt Nos. 129–139]. The Schedules and Statements set forth, among other things, the Debtors’ assets and liabilities, current income and expenditures, and executory contracts and unexpired leases. The Debtors’ Schedules and Statements can be downloaded free of charge at <https://cases.primeclerk.com/castex>.

3.8 *Executory Contracts*

Prior to the Petition Date and in the ordinary course of business, the Debtors entered into certain executory contracts and unexpired leases. The Debtors, with the assistance of their advisors, are reviewing the Executory Contracts and unexpired Leases to identify contracts and leases to either assume or reject pursuant to sections 365 or 1123 of the Bankruptcy Code.

The Plan provides that any executory contracts and unexpired leases not rejected during the Chapter 11 Cases or as part of the Plan will be assumed by the Reorganized Debtors. To ensure that counterparties to executory contracts and unexpired leases receive notice of assumption or rejection of their executory contract or unexpired lease (and any corresponding Cure Claim) pursuant to the Plan, the Debtors will mail an Assumption Notice (substantially in the form attached to the Disclosure Statement Order), within the time periods specified in the Disclosure Statement Order. A Schedule of Rejected Contracts and Leases will be filed with the Plan Supplement. The Plan also provides for specific treatment of the Leasehold Interests as regards Leasehold Interests under Offshore Leases with the United States and the State of Louisiana (*see* discussion within Article IV Section 4.7(e) below).

3.9 *Litigation Matters and Disputed Claims*

In the ordinary course of business, the Debtors are parties to a number of lawsuits, legal proceedings, collection proceedings, and claims arising out of their business operations. The Debtors cannot predict with certainty the outcome of these lawsuits, legal proceedings, and claims.

With certain exceptions, the Filing of the Chapter 11 Cases operates as a stay with respect to the commencement or continuation of litigation against the Debtors that was or could have been commenced before the commencement of the Chapter 11 Cases. In addition, the Debtors' liability with respect to litigation stayed by the commencement of the Chapter 11 Cases generally is subject to discharge, settlement, and release upon confirmation of a plan under chapter 11, with certain exceptions. Therefore, certain litigation Claims against the Debtors may be subject to discharge in connection with the Chapter 11 Cases.

Following commencement of the Chapter 11 Cases, certain litigation counterparties have filed, or may file in the future, requests to modify or lift the automatic stay to continue pursuing their prepetition litigation against the Debtors. The Debtors will evaluate all such requests for relief from the automatic stay on a case-by-case basis and object or resolve on a consensual basis, as appropriate. The Debtors refer interested parties to the discussion of the Disputed Claims for a description of the legal proceedings pending against the Debtors as of the Petition Date. As well, the Debtors reserve the right to seek relief from stay to allow current (and future, if any) litigation to go forward in courts other than the Bankruptcy Court, such that the Debtors' claims can be resolved and any claims against the Debtors arising in such litigation can be determined in such court(s). The Debtors reserve all rights, including those regarding and under (i) jury trial rights with respect to claims held by the Debtors and (ii) removal, remand or abstention statutes with respect to such claims.

3.10 *Claims Bar Date*

The Bankruptcy Court entered the *Amended Order Granting Complex Chapter 11 Bankruptcy Case Treatment and Order Setting Proof of Claim Bar Dates* (the “Bar Date Order”), on October 18, 2017 [Dkt No. 30]. The Bar Date Order requires, among other things, all persons and entities (except governmental units) holding or wishing to assert a claim against the Debtors to file a proof of claim on or before December 20, 2017 (the “General Bar Date”). Governmental units must file proofs of claim by April 14, 2018.

3.11 *Shared Services Agreement Assumption and CEI Cure Claim*

The Plan includes certain provisions regarding the Shared Services Agreement with CEI. The Shared Services Agreement shall be assumed by the Debtors on the Effective Date, subject to certain amendments more fully described in Article 6.12 of the Plan. CEI shall receive no other or further consideration on account of the CEI Cure Claim except as provided for in the Plan. Amounts due and payable in the ordinary course of business under the Shared Services Agreement (other than, for the avoidance of doubt, the CEI Cure Claim) shall be paid in accordance with the Shared Services Agreement pending the Plan Effective Date, and any such amounts not paid as of the Plan Effective Date, shall be paid on the Plan Effective Date or as soon as practicable thereafter (with the consent of the DIP Agent and the Required Consenting Lenders, such consent not to be unreasonably withheld), prior to the effectiveness of the New Shared Services Agreement.

ARTICLE IV SUMMARY OF THE PLAN

4.1 *Introduction*

THE SUMMARY OF THE PLAN SET FORTH BELOW IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF THE PLAN. THIS SUMMARY DOES NOT INCLUDE REFERENCE TO EACH AND EVERY SECTION OR SUBSECTION OF THE PLAN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE PLAN AND THE SUMMARY CONTAINED HEREIN, THE TERMS OF THE PLAN WILL GOVERN. CREDITORS ARE ENCOURAGED TO THOROUGHLY REVIEW THE TERMS OF THE PLAN AND TO SEEK INDEPENDENT LEGAL OR FINANCIAL ADVICE REGARDING THE TERMS OR TREATMENT CONTAINED THEREIN.

4.2 *Administrative Claims, Professional Fees, and Priority Tax Claims*

As provided in section 1123(a) of the Bankruptcy Code, Administrative Expense Claims (including Professional Fee Claims) under section 507(a)(2) of the Bankruptcy Code, and Priority Tax Claims under section 507(a)(8) of the Bankruptcy Code are not classified for purposes of voting on, or receiving Distributions under the Plan. Holders of Administrative Expense Claims (including Professional Fee Claims) and Priority Tax Claims are not entitled to vote on the Plan but, rather, are treated separately in accordance with Article II of the Plan and under sections 1129(a)(9)(A) and (C) of the Bankruptcy Code. There are no Priority Claims

under section 507(a)(1) of the Bankruptcy Code or Priority Claims under sections 507 (a)(6) or (a)(7) of the Bankruptcy Code. In the event there are Allowed Claims under sections 507(a)(4) and/or (5) of the Bankruptcy Code, such Non-Tax Priority Claims will not be classified as a Class for treatment, but any such Allowed Claims will be paid as provided below.

(a) Timing and Treatment of Administrative Expense Claims and Professional Fees

Each Administrative Expense Claim that is an Allowed Claim shall be paid in full in Cash on or as soon as practicable after the latest of (i) the Effective Date; (ii) thirty (30) days after the date that an Administrative Expense Claim becomes an Allowed Administrative Expense Claim; and (iii) such other date as is agreed to between the Debtors or Reorganized Debtors and the Holder of such Allowed Administrative Expense Claim (in consultation with the Prepetition Agent and the Required Consenting Lenders). Notwithstanding the foregoing, Ordinary Course Administrative Claims shall be paid either (i) in the ordinary course of business in accordance with the terms and conditions of any agreements related thereto, or (ii) as otherwise agreed among the Debtors or Reorganized Debtors and the Holder of such Ordinary Course Administrative Claim (in consultation with the Prepetition Agent and the Required Consenting Lenders). Additionally, any fees due to the U.S. Trustee pursuant to section 1930 of title 28 of the United States Code will be paid as they become due.

All Professionals seeking payment of an Administrative Expense Claim ("Fee Claim") shall file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date **within forty-five (45) days after the occurrence of the Effective Date**. If Allowed, such Fee Claim shall be paid in full in such amounts as are Allowed by the Bankruptcy Court (i) on the date such Fee Claim becomes Allowed, or as soon thereafter as is practicable or (ii) upon such other terms as may be mutually agreed upon between the Holder of such Fee Claim and the Debtors or, on and after the Effective Date, the Reorganized Debtors (in consultation with the Prepetition Agent and the Required Consenting Lenders).

The Reorganized Debtors may pay retained Professionals or other Entities in the ordinary course of business after the Effective Date (in consultation with the Prepetition Agent and the Required Consenting Lenders), without further Bankruptcy Court Order; and provided, further, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation or reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court Order, pursuant to the Ordinary Course Professionals Order. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party no later than twenty (20) days after such Fee Claim is Filed with the Bankruptcy Court. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims. Within ten (10) days after entry of a Final Order with respect to its final fee application, each Professional shall remit any overpayment to the Reorganized Debtors and the Reorganized Debtors shall pay any unpaid amounts to each Professional.

An Administrative Expense Claim with respect to which notice has been properly filed and served shall become an Allowed Administrative Expense Claim only to the extent Allowed by Final Order not made the subject of appeal, or as such Claim is settled, compromised, or otherwise resolved.

HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS THAT ARE REQUIRED TO FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE EXPENSE CLAIMS BY THE ADMINISTRATIVE EXPENSE CLAIM BAR DATE THAT FAIL TO DO SO SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTOR OR ITS RESPECTIVE PROPERTY OR THE REORGANIZED DEBTOR.

The Debtors have projected the Fee Claims through March 31, 2018 to be approximately \$10 Million as set forth within the Budget attached hereto as **Exhibit E**. The Plan provides that Administrative Expense Claims shall be paid in full.

(b) Treatment of Allowed Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each Holder of an Allowed Priority Tax Claim against the Debtors shall receive, in full and complete settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Priority Tax Claim on the latest of (a) the Effective Date or as soon thereafter as reasonably practicable; (b) thirty (30) days after the date on which such Priority Tax Claim becomes Allowed; (c) the date on which such Priority Tax Claim becomes due and payable; and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors or the Reorganized Debtors (in consultation with the Prepetition Agent and the Required Consenting Lenders); *provided, however*, that the Reorganized Debtors shall be authorized, at their option (in consultation with the Prepetition Agent and the Required Consenting Lenders), and in lieu of payment in full, in Cash, of an Allowed Priority Tax Claim as provided above, to make deferred Cash payments on account thereof in the manner and to the extent permitted under section 1129(a)(9)(C) of the Bankruptcy Code.

(c) UST Fees

All fees payable under section 1930 of title 28 of the United States Code shall be paid in Cash in full by the Debtors as they come due pending the Effective Date and thereafter shall be paid by the Reorganized Debtors as they come due until the issuance of the Final Decree. The Confirmation Order may provide that the Reorganized Debtors reserve the right to request the Chapter 11 Cases be administratively closed after the Effective Date, pending the Final Decree. The Debtors have been paying its ongoing expenses in the ordinary course of business and is current on its payment obligations to the UST.

4.3 *Treatment of Allowed DIP Claims*

On the Effective Date, except to the extent that the Holder of a DIP Claim agrees to less

favorable treatment, in exchange for the full and complete settlement, release, and discharge of such Claim (subject to the last sentence of this Article), each Holder of a DIP Claim shall receive (i) an amount in Cash equal to its Pro Rata share of the Allowed amount of all accrued and unpaid interest, fees, and penalties under the DIP Loan Documents as of the Effective Date, (ii) a principal amount of term loans under the Exit Credit Agreement equal to its Pro Rata share of the Allowed amount of all outstanding principal loans under the DIP Credit Agreement as of the Effective Date, and (iii) its DIP Equity Share. The Debtors' contingent or unliquidated obligations under the DIP Loan Documents constituting DIP Claims, to the extent not indefeasibly paid in full in Cash on the Effective Date or otherwise satisfied by the Debtors in a manner acceptable to the DIP Agent, any affected DIP Lender, or any other Holder of a DIP Claim, as applicable, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or Confirmation Order, notwithstanding any provision hereof or thereof to the contrary. Notwithstanding the foregoing, all unpaid reasonable and documented fees and expenses of the professional advisors retained by the DIP Agent, any DIP Lender, or any other DIP Secured Party, shall be paid in Cash in full on the Effective Date (or such earlier date as provided in the DIP Orders) without requirement of application to or approval by the Bankruptcy Court.

4.4 *Classification and Treatment of Claims and Interests*

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including voting, Confirmation, and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

| Class | Claims and Interests | Status | Voting Rights |
|--------------|---------------------------------|---------------|----------------------|
| 1 | Other Secured Claims | Unimpaired | Deemed to Accept |
| 2 | Priority Non-Tax Claims | Unimpaired | Deemed to Accept |
| 3 | RBL Secured Claims | Impaired | Entitled to Vote |
| 4 | General Unsecured Claims | Impaired | Entitled to Vote |
| 5 | Intercompany Claims | Impaired | Deemed to Reject |
| 6 | Section 510(b) Claims | Impaired | Deemed to Reject |
| 7 | Equity Interests in Castex 2005 | Impaired | Deemed to Reject |

4.5 *Plan Classification and Treatment Summary*

(a) Other Secured Claims (Class 1).

Classification. Class 1 consists of all Other Secured Claims.²⁵

Treatment. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date or as soon thereafter as practicable, each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor(s) (in consultation with the Prepetition Agent) and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; (ii) delivery of collateral securing any such Claim; (iii) reinstatement pursuant to section 1124 of the Bankruptcy Code; or (iv) other treatment rendering such Claim Unimpaired. Pending Allowance of a Disputed Other Secured Claim the Holder of such Claim shall retain its Liens upon the collateral for such Claim including any right of setoff securing such Claim.

Impairment and Voting. Class 1 is Unimpaired. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

(b) Priority Non-Tax Claims (Class 2).

Classification. Class 2 consists of all Priority Non-Tax Claims.

Treatment. Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date or as soon thereafter as practicable, each Holder of an Allowed Priority Non-Tax Claim shall receive, at the option of the applicable Debtor(s) (in consultation with the Prepetition Agent) and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; or (ii) other treatment rendering such Claim Unimpaired.

Impairment and Voting. Class 2 is Unimpaired. Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

(c) RBL Secured Claims (Class 3).

Classification. Class 3 consists of all RBL Secured Claims.

Allowance. RBL Claims are Allowed in the aggregate amount of \$402,885,906.55

²⁵ \$426,266.45 (COI Marquis) (See prior comment re position of Marquis as contract party); \$311,129.91 (CEP-Marquis); 18,457,588.00 (CEP Apache); 22,241.67 (COI Apache) (Net).

Million. The RBL Secured Claims are Allowed in the amount of \$180,600,000²⁶ and shall receive the following treatment:

Treatment. On the Effective Date or as soon thereafter as practicable, and after giving credit for payments received from the Debtors of Professional Fees totaling an estimated \$4 Million that will be paid to the attorneys and advisors of the and the Prepetition Agent and the Required Consenting Lenders, from the Petition Date through the Assumed Effective Date, each Holder of an Allowed RBL Secured Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Claim—

- after allocation and reservation for the Management Incentive Plan, its Pro Rata share of 100% of the remaining Equity Interests in Castex 2005 or a newly formed holding company acceptable to the Prepetition Agent and the Required Consenting Lenders (such holding company, “**Reorganized Castex Holdco**,” and such Equity Interests in Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, the “**New Equity Interests**”), subject to dilution by each DIP Lender’s DIP Equity Share; and the following commitments and/or loans:
 - if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, its Pro Rata share of \$90 million of loans and \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of \$55 million of term loans under the Exit Credit Agreement (in each case subject to reduction in accordance with “Schedule 1” to the Plan Term Sheet); or
 - if such Holder (A) abstains from voting on the Plan, (B) votes to reject the Plan, or (C) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term Loans determined in accordance with “Schedule 2” to the Plan Term Sheet.

Impairment and Voting. Class 3 is Impaired. Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

(d) General Unsecured Claims (Class 4).

Classification. Class 4 consists of all General Unsecured Claims.²⁷

²⁶ Holders of RBL Secured Claims reserve their rights with respect to the allowed amount of such RBL Secured Claims.

²⁷ Class 4 Claims that will be unpaid under orders of the Bankruptcy Court as of the Voting Deadline other than the RBL Deficiency Claims should include Disputed Claims of approximately \$330,000 (comprised of three (3) Creditors), plus the amount, if any, in which Apache’s amended Claim (asserting Unsecured status of \$0 - 18,457,588.00) is Allowed.

Allowance. RBL Deficiency Claims are allowed in the aggregate amount of \$222,885,906.55.²⁸

Treatment. Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Claim, its Pro Rata share of the General Unsecured Claims Cash Distribution, which distribution of cash shall be made in accordance with Article 8.8 of the Plan; *provided, however*, that if (A) each Class of General Unsecured Claims accepts the Plan, and (B) the Committee and each member of the Committee (in its individual capacity on account of any Claim or Equity Interest, in its capacity as a member of the Committee, or in any other capacity) do not object to confirmation of the Plan, and (C) no “Challenge” or “Standing Motion” (each as defined in the Final DIP Order) is filed with the Bankruptcy Court or any other court of competent jurisdiction, then each Prepetition Lender voting to accept the Plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its Allowed RBL Deficiency Claim for the benefit of Holders of other Allowed General Unsecured Claims (collectively, the “Beneficiary Claimants”) such that each Beneficiary Claimant shall receive a distribution of Cash equal to the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined exclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan. For the avoidance of doubt, if any event described in clauses (A), (B), or (C) of the immediately preceding sentence does not occur, each Holder of an Allowed General Unsecured Claim (including each Prepetition Lender on account of its Allowed RBL Deficiency Claim) shall receive its Pro Rata share (determined inclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution.

Attached hereto as Schedule 1 is the current schedule of prepetition Claims the Debtors consider to be subject to the Final Order (I) Authorizing the Payment of (A) Operating Expenses, (B) Joint Interest Billings, and (C) Insurance Payments, and (II) Granting Related Relief [Dkt. No. 125] and the paid and payable status of such Claims. Attached hereto as Schedule 2 is a schedule showing alternative recoveries to Class 4 Claims, and Schedule 3, which lists and categorizes filed Claims that are not Class 4 Claims. To the Debtors’ knowledge, Schedules 1-3 include all filed and scheduled Claims.

Impairment and Voting. Class 4 is Impaired. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

(e) Intercompany Claims (Class 5).

Classification. Class 5 consists of all Intercompany Claims.

²⁸ Holders of RBL Deficiency Claims reserve their rights with respect to the allowed amount of such RBL Deficiency Claims.

Treatment. On the Effective Date, Allowed Intercompany Claims shall be cancelled, discharged released, and extinguished and there shall be no distribution to Holders of Intercompany Claims on account of such Claims.

Impairment and Voting. Claims in Class 5 are Impaired. Holders of Claims in Class 5 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

(f) Section 510(b) Claims (Class 6).

Classification. Class 6 consists of all Section 510(b) Claims.

Treatment. On the Effective Date, each Section 510(b) Claim shall be cancelled, discharged, released, and extinguished, and there shall be no distribution to Holders of Section 510(b) Claims on account of such Claims.

Impairment and Voting. Class 6 is Impaired. Holders of Claims in Class 6 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

(g) Equity Interests in Castex 2005 (Class 7).

Classification. Class 7 consists of all Equity Interests in Castex 2005.

Treatment. Except to the extent necessary to implement the Restructuring Transactions, on the Effective Date, all Equity Interests in Castex 2005 shall be cancelled and extinguished, and shall be of no further force and effect, without further notice, approval, or action, whether surrendered for cancellation or otherwise, and there shall be no distribution to Holders of Equity Interests in Castex 2005 on account of such Equity Interests.

Impairment and Voting. Class 7 is Impaired. Holders of Equity Interests in Class 7 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.6 *Means for Implementation of the Plan*

(a) Compromise of Controversies

In consideration for the Plan Distributions, releases, and other benefits provided under the Plan, and the support of CEI, CELL I, and the Consenting Lenders, upon the Effective Date, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Equity Interests, and controversies relating to any Allowed Claim or Equity Interest or any Plan Distribution to be made on account thereof or otherwise resolved under the Plan, including, without limitation:

- any challenge to the amount, validity, perfection, enforceability, priority, or extent of the RBL Claims, or to any Lien securing the RBL Claims; and
- any claim to avoid, subordinate, or disallow any RBL Claim, or any Lien securing the RBL Claims, whether under any provision of chapter 5 of the Bankruptcy Code, on any equitable theory (including, without limitation, equitable subordination, equitable disallowance, or unjust enrichment) or otherwise.

The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Equity Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. All Plan Distributions made in accordance with the Plan are intended to be, and shall be, final.

(b) Plan Funding

The Debtors shall fund Plan Distributions, as applicable, with: (a) Cash on hand; (b) Cash generated from the Reorganized Debtors' operations; (c) the proceeds of the Exit Credit Agreement; and (d) the New Equity Interests. Each Plan Distribution and issuance referred to in Article VIII of the Plan shall be governed by the terms and conditions set forth herein applicable to such Plan Distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such Plan Distribution or issuance, which terms and conditions shall bind each Entity receiving such Plan Distribution or issuance.

(i) Exit Facility

The Reorganized Debtors shall enter into the Exit Loan Documents. Confirmation of the Plan shall constitute (a) approval of the Exit Loan Documents, and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, (b) authorization for the Reorganized Debtors to enter into and execute the Exit Loan Documents, and such other documents as may be required or appropriate, (c) approval of the Exit Senior Secured Term Loans (if applicable), and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and (d) authorization for the Reorganized Debtors to enter into and execute such documents as may be required or appropriate in connection with the Exit Senior Secured Term Loans (if applicable). On the Effective Date, the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans), including, without limitation, any new promissory notes evidencing the obligations of the Reorganized Debtors, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the Reorganized Debtors pursuant to the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans) and related documents shall

be secured and paid or otherwise satisfied pursuant to, and as set forth in, the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans) and related documents.

(ii) General Unsecured Claims Cash Distribution Account

On the Effective Date, the Reorganized Debtors shall fund the General Unsecured Claims Cash Distribution Account. After the Effective Date, the Reorganized Debtors shall have no obligation to provide additional funding to the General Unsecured Claims Cash Distribution Account. After the completion of all distributions to the Holders of Allowed General Unsecured Claims in Class 4, any remaining funds in the General Unsecured Claims Cash Distribution Account shall promptly be returned to the Reorganized Debtors and shall not be distributed to Holders of Claims or Equity Interests under the Plan.

(c) Authorization and Issuance of New Equity

On the Effective Date, or as soon thereafter as reasonably practicable, subject to the terms and conditions of the Restructuring Transactions, Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, shall issue or cause to be issued the New Equity Interests for distribution in accordance with the terms of the Plan and the New Constituent Documents without the need of any further corporate or equity holder action. Except as otherwise expressly provided in the New Constituent Documents Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, shall not be obligated to register the New Equity Interests under the Securities Act or to list the New Equity Interests for public trading on any securities exchange.

Distributions of the New Equity Interests may be made by delivery or book-entry transfer thereof by the applicable Disbursing Agent in accordance with the Plan and the New Constituent Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized shares or units of New Equity Interests in Reorganized 2005 or Reorganized Castex Holdco, as the case may be, shall be that number of shares or units as may be designated in the New Constituent Documents.

In the period following the Effective Date and pending distribution of the New Equity Interests to any Holder entitled pursuant to the Plan to receive New Equity Interests, any such Holder will be entitled to exercise any voting rights and receive any dividends or distributions paid with respect to such Holder's shares of New Equity Interests and exercise all of the rights with respect of the New Equity Interests (so that such Holder will be deemed for tax purposes to be the owner of the New Equity Interests).

(d) Restructuring Transactions

The corporate form of the Reorganized Debtors shall be structured through the Restructuring Transactions, including the following Corporate Transactions, (i) as provided by the following series of transactions, subject to review and approval by the Prepetition Agent and the Required Consenting Lenders, such approval to be given on or before the Effective Date, or (ii) otherwise in a manner acceptable to the Debtors, the Prepetition Agent, and the Required Consenting Lenders, after appropriate diligence by the respective parties, for purposes of

achieving a tax efficient structure:

Phase 1: Structure Simplification.

- the merger of Castex II and Castex IV into Castex 2005;
- the conversion of CEP into a limited liability company;
- the transfer by Castex 2005 of all of the stock of COI to CEP;
- the Equity Interests in COI being wholly owned by CEP; and
- the Equity Interests in CEP being wholly owned by Castex 2005.

Phase 2: Holding Company Merger.

- the formation of Castex Energy Holdings, L.P. (“**CEH LP**”), and the formation of Castex Merger Sub LLC (“**Merger Sub**”) as a wholly owned subsidiary of CEH LP;
- the merger of Merger Sub with and into Castex 2005;
- the series of other transactions described in “Schedule 3” to the Plan Term Sheet resulting in
 - the holders of the Equity Interests in Castex 2005 surrendering or being deemed to have surrendered those Equity Interests in exchange for substantially similar Equity Interests in CEH LP;
 - CEH LP owning all of the Equity Interests in Castex 2005; and
 - the conversion of Castex 2005 to a limited liability company.

Phase 3: Final Exit Transactions.

- the formation of Reorganized Castex Holdco as a limited liability company; and
- the transfer by CEH LP of all of the Equity Interests in Castex 2005 to Reorganized Castex Holdco in exchange for the assumption by Reorganized Castex Holdco of all of the RBL Claims;
- the surrender of the RBL Claims and the DIP Claims in exchange for the loans under the Exit Credit Agreement, the Exit Senior Secured Term Loans (if applicable), and New Equity Interests in Reorganized Castex Holdco;
- the series of other transactions described in “Schedule 3” to the Plan Term Sheet resulting in
 - the issuance of New Equity Interests;
 - the Equity Interests in Reorganized Castex 2005 being wholly owned by Reorganized Castex Holdco;
 - the Equity Interests in Reorganized CEP being wholly owned by Reorganized Castex 2005; and
 - the Equity Interests in Reorganized COI being wholly owned by Reorganized CEP.

At the conclusion of the Corporate Transactions, CEH LP shall have no interests in property of any kind or nature and shall be dissolved as soon as practicable after the Plan Effective Date and

after filing its final tax returns.

Subject to Article 6.2(a) of the Plan, the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, and the Reorganized Debtors, as applicable, may take other actions as may be necessary or appropriate to effect a corporate restructuring of their businesses, to otherwise simplify the overall corporate structure of the Debtors or the Reorganized Debtors, or to organize certain of the Debtors or the Reorganized Debtors under the laws of jurisdictions other than the laws of which such Debtors currently are organized, which restructuring may include one or more mergers, consolidations, dispositions, liquidations, or dissolutions as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties, and obligations of certain of the Debtors vesting in one or more surviving, resulting, or acquiring Entities. In each case in which the surviving, resulting, or acquiring Entity in any such transaction is a successor to a Debtor, such surviving, resulting, or acquiring Entity shall perform the obligations of such Debtor pursuant to the Plan to satisfy the Allowed Claims against such Debtor, except as provided in any contract, instrument, or other agreement or document effecting a disposition to such surviving, resulting, or acquiring Entity, which may provide that another Debtor or Reorganized Debtor shall perform such obligations.

Subject to Article 6.2(a) of the Plan, the actions to implement the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or advisable, including making filings or recordings that may be required by law in connection with the Plan.

(e) Equity Interests in Debtor Subsidiaries

Subject to Article 6.2(a) of the Plan, all Equity Interests in the Debtors other than Castex 2005, Castex II, and Castex IV shall be unaffected by the Plan and continue in place following the Effective Date, solely for purposes of implementing the Restructuring Transactions.

(f) Registration

The New Equity Interests, including the New Equity Interests to be issued pursuant to the Management Incentive Plan, will be “securities” as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable state securities law (a “Blue Sky”).

Law”). The offer and sale of the New Equity Interests pursuant to the Plan is, and subsequent transfers by the holders thereof that are not “underwriters” (as defined in section 2(a)(11) of the Securities Act and section 1145(b)(1) of the Bankruptcy Code) will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code, and any applicable state Blue Sky Law. The New Equity Interests underlying the Management Incentive Plan will be issued pursuant to available exemptions from registration under the Securities Act and other applicable law.

(g) Cancellation of Notes, Instruments, and Equity Interests

Except for the purpose of evidencing a right to a Plan Distribution and except as otherwise set forth herein, on the Effective Date, all agreements, instruments, and other documents evidencing, related to or connected with any Claim or Equity Interest and any rights of any Holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding anything to the contrary herein but subject to any applicable provisions of Article VIII of the Plan, each of (a) the Prepetition Loan Documents and (b) the DIP Loan Documents (collectively, (a) and (b), the “Debt Instruments”) shall continue in effect solely to the extent necessary to: (i) permit Holders of Claims under the Debt Instruments to receive Plan Distributions; (ii) permit the Reorganized Debtors and the Agents to make Plan Distributions on account of the Allowed Claims under the Debt Instruments, as applicable, and deduct therefrom such reasonable compensation, fees, and expenses due to the applicable Agent thereunder or incurred by the applicable Agent in making such Plan Distributions; and (iii) permit the Agents to seek compensation and/or reimbursement of fees and expenses in accordance with the terms of the Plan. Except as provided in the Plan (including Article VIII of the Plan), on the Effective Date, each of the Agents and their respective agents, successors, and assigns shall be automatically and fully discharged of all of their duties and obligations associated with the Debt Instruments, as applicable. The commitments and obligations (if any) of the Prepetition Secured Parties and/or any of the DIP Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under any Debt Instruments, as applicable, shall fully terminate and be of no further force or effect on the Effective Date. To the extent that any provision of the DIP Loan Documents and DIP Orders are of a type that survives repayment of the subject indebtedness, such provisions shall remain in effect notwithstanding satisfaction of the DIP Claims.

(h) Cancellation of Liens; No Discharge of Certain Liens and Claims

Except as provided otherwise under the Exit Loan Documents or the Plan (including, for the avoidance of doubt, Articles 4.1 and 6.10(b) of the Plan), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens securing any Secured Claim shall be fully released, settled, discharged and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their

successors and assigns, and the Holder of such Secured Claim (and the applicable Agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable Agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The filing of the Confirmation Order with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

Notwithstanding anything in the Plan to the contrary, (i) pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors and the Reorganized Debtors have waived the discharge or release of the DIP Claims and the RBL Secured Claims, in each case as restructured pursuant to the Exit Loan Documents (and, if applicable, the documents executed and delivered in connection with the Exit Senior Secured Term Loans), and (ii) all property and assets of the Estates of the Debtors shall remain encumbered by and subject to the Prepetition Liens, which, as of the Effective Date, shall secure all indebtedness and obligations of the Reorganized Debtors under and to the extent set forth in the Exit Loan Documents (and, if applicable, the documents executed and delivered in connection with the Exit Senior Secured Term Loans), and such Liens (x) are hereby ratified, reaffirmed as valid, enforceable and not avoidable, deemed granted by the Reorganized Debtors, and deemed perfected and (y) shall not be, and shall not be deemed to be, impaired, discharged, or released by the Plan, the Confirmation Order, or on account of the confirmation or consummation of the Plan.

(i) Assumed and Amended Shared Services Agreement

On the Effective Date, the Shared Services Agreement shall be assumed and shall be amended and restated in its entirety pursuant to the New Shared Services Agreement. The New Shared Services Agreement shall be consistent with the Plan Term Sheet and otherwise reasonably satisfactory to the Debtors, the Reorganized Debtors, CEI, CELL I, and the Required Consenting Lenders.

As of the Effective Date, CEI shall have an Allowed Claim against each Debtor in an aggregate amount of six million one hundred fifty thousand and no/100ths Dollars (\$6,150,000) arising from the Shared Services Agreement, comprised of (i) unpaid prepetition management fees in the amount of three million nine hundred ninety thousand and no/100ths Dollars (\$3,990,000) (such Claim, the “CEI Management Fee Cure Claim”) and (ii) reimbursement of professional fees paid by CEI in the amount of two million one hundred sixty thousand and no/100ths Dollars (\$2,160,000) (such Claim, the “CEI Reimbursement Cure Claim,” together with the CEI Management Fee Cure Claim, the “CEI Cure Claim”).

On the Effective Date, upon assumption of the Shared Services Agreement and entry into the New Shared Services Agreement, CEI, in full and complete settlement, release, and discharge of, and in exchange for, the CEI Cure Claim—

- shall setoff \$1,456,767.02 of the CEI Reimbursement Cure Claim against CEI's

prepetition debt to CEP for legacy suspended revenue; and

- subject to the terms and conditions of the Plan Term Sheet, shall receive its rights to the “Success Fee” (as defined in the Plan Term Sheet) on account of the remaining CEI Reimbursement Cure Claim (after giving effect to the setoff) and the entirety of the CEI Management Fee Cure Claim.

CEI shall receive no other or further consideration on account of the CEI Cure Claim. Notwithstanding the foregoing, any unpaid amounts otherwise due and payable in the ordinary course of business under the Shared Services Agreement as of the Effective Date (other than, for the avoidance of doubt, the CEI Cure Claim) shall be paid on the Plan Effective Date or as soon as practicable thereafter (but, in any event, prior to the effectiveness of the New Shared Services Agreement), with the consent of the Prepetition Agent and the Required Consenting Lenders, such consent not to be unreasonably withheld.

(j) Corporate Action

On and after the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without the need for any further corporate or limited liability company action or any further action by any stockholders, general partners, limited partners, officers, directors, managers, or members of the Debtors or the Reorganized Debtors, including, to the extent applicable, (a) the adoption of the New Constituent Documents; (b) the selection of the directors, managers, members, and officers for the Reorganized Debtors; (c) the execution of and entry into the Exit Loan Documents (and, if applicable, such documents as may be required or appropriate in connection with the Exit Senior Secured Term Loans) and related documents (including the incurrence of indebtedness, provision of guarantees and granting of liens contemplated thereby); (d) the issuance of the New Equity Interests; (e) the consummation of the Restructuring Transactions contemplated by the Plan and performance of all actions and transactions contemplated thereby; (f) entry into the New Shared Services Agreement, (g) the rejection, assumption, or assumption and assignment, as applicable, of executory contracts and unexpired leases; (h) the adoption of the Management Incentive Plan; and (i) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). On the Effective Date, the appropriate officers, members, managers, stockholders, and boards of directors or equivalent governing bodies of the Reorganized Debtors shall be authorized and directed to issue, execute, file, record, and deliver the agreements, documents, securities, deeds, bills of sale, conveyances, releases, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated in Article 6.13 of the Plan shall be effective notwithstanding any requirements under any applicable non-bankruptcy law.

(k) Organizational Matters

Except as otherwise provided under the Plan, the Debtors will continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective

jurisdictions in which they are incorporated or organized and pursuant to the New Constituent Documents, for the purposes of satisfying their obligations under the Plan and the continuation of their business. After the Effective Date, but subject to Article 6.2(b) of the Plan, the Reorganized Debtors may amend and restate their respective charters, bylaws and/or constituent documents as permitted by the applicable laws of the respective jurisdictions in which they are incorporated or organized.

(l) Directors and Officers of the Reorganized Debtors

i) The terms governing the initial composition of the new board of directors or managers or equivalent governing body of each of the Reorganized Debtors (each such board or governing body, as the case may be, a “New Board”) shall be acceptable to the Prepetition Agent and the Required Consenting Lenders. The New Board for each of the Reorganized Debtors shall initially consist of five (5) members as follows: (i) four members shall be selected by the Prepetition Agent and the Required Consenting Lenders; and (ii) a fifth member (A) shall be an executive officer of the Reorganized Debtors and (B) shall be proposed by CEI, whose appointment to such New Board shall be acceptable to the Prepetition Agent and the Required Consenting Lenders (such consent not to be unreasonably withheld).

ii) As of the Effective Date, the term of the current members of the board of directors or managers or equivalent governing bodies of the applicable Debtors shall expire, and each initial New Board shall be appointed in accordance with Article 7.2(a) hereof and the respective New Constituent Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement to the extent then known the identity and affiliations of any person proposed to serve on each initial New Board. To the extent any such director, manager, or officer of the Reorganized Debtors is an “insider” under the Bankruptcy Code, the Debtors also will disclose the nature of any compensation to be paid to such director, manager, or officer.

iii) Unless reappointed pursuant to Article 7.2(a) of the Plan, the members of the board of directors or managers or equivalent governing body of each Debtor prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors in their capacities as such on and after the Effective Date and each such member shall be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Effective Date. Commencing on the Effective Date, the members of each New Board shall serve pursuant to the terms of the applicable New Constituent Documents of such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents.

iv) On or before the Effective Date, the Debtors on behalf of the Reorganized Debtors will obtain sufficient liability insurance policy coverage for a six (6) year period for the benefit of the Debtors’ and Reorganized Debtors’ current and former directors, managers, and officers on terms no less favorable to such directors, managers, and officers than the Debtors’ existing coverage for that purpose and with an available aggregate limit of liability on the Effective Date of no less than the aggregate limit of liability under the existing policy or policies for that purpose. After the Effective Date, none of the Debtors or Reorganized Debtors will terminate or otherwise reduce the coverage under any such policy (including any “tail

policy”) in effect on the Effective Date, with respect to conduct occurring prior thereto and all officers, directors, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether or not such director, manager, or officer remains in such position or any position after the Effective Date.

v) In addition, to the fullest extent permitted by applicable law, the obligations of the Debtors to indemnify, defend, reimburse, or limit the liability of those Persons who were actual serving members, directors, officers, or employees of the Debtors as of and after the Petition Date (but prior to the occurrence of the Effective Date) against any liabilities, claims, or causes of action as provided in any of the limited liability company agreements, limited partnership agreements, or other governance documents of the Debtors, or under applicable state or federal law, shall not be discharged, irrespective of whether such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before or after the Petition Date (but prior to the occurrence of the Effective Date). The indemnification obligations of the Debtors not subject to discharge pursuant to Article 7.2(e) of the Plan are limited to those authorized or permitted under state or federal law as the same is now or may become applicable at the time any claim for indemnification is made.

(m) Management Incentive Plan

From the issuance of New Equity Interests on or as soon as practicable after the Effective Date, 12.00% shall be reserved for a management incentive plan (the “Management Incentive Plan”), the form, terms, allocation, and vesting of which shall be determined by the New Board of Reorganized Castex 2005 or Reorganized Holdco, as the case may be, and, as of the Effective Date, shall be acceptable to the Prepetition Agent and the Required Consenting Lenders; *provided, however*, that the New Equity Interests reserved for the Management Incentive Plan shall be deemed issued on a restricted basis as follows:

- upon the Effective Date, 3.50% of New Equity Interests shall be deemed issued fully vested;
- upon the Effective Date, an additional 3.50% of New Equity Interests shall be deemed issued, and, upon the first anniversary of the Effective Date, 1.75% of such New Equity Interests shall be fully vested, and, upon the second anniversary of the Effective Date, the remaining 1.75% of such New Equity Interests shall be fully vested; provided that if a MIP Sale occurs prior to the second anniversary of the Effective Date, such 3.50% of New Equity Interests shall be deemed issued fully vested immediately prior to the consummation of such MIP Sale; and
- if a MIP Sale occurs, an additional percentage of New Equity Interests equal to the MIP Sale Increment shall be deemed issued and fully vested immediately prior to the consummation of such MIP Sale;

provided, further, that any New Equity Interests not deemed issued and fully vested shall be forfeited under the Management Incentive Plan upon the earlier to occur of (i) the date on which

CEI provides written notice of its New Shared Services Agreement Termination Right, (ii) the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right for cause, and (iii) the first anniversary of the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right without cause, *provided* that with respect to clause (iii), (A) such unvested New Equity Interests deemed issued on the Effective Date shall be deemed fully vested on the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right without cause and (B) if a MIP Sale occurs on or prior to such first anniversary, such other unvested New Equity Interests in an amount equal to the MIP Sale Increment shall be deemed fully vested immediately prior to the consummation of a MIP Sale.

(n) Plan Distributions

(i) Plan Distributions. The Disbursing Agent shall make all Plan Distributions to the appropriate Holders of Allowed Claims in accordance with the terms of the Plan. The Agents shall bear no responsibility or liability for any Plan Distributions. For the avoidance of doubt, Plan Distributions of New Equity Interests shall not be made to any of the Agents, and none of the Agents shall bear any responsibility or liability for any Plan Distributions of New Equity Interests.

(1) *Plan Distributions of Cash.* Plan Distributions in the form of Cash to Holders of DIP Claims shall be made by (or in coordination with) the DIP Agent for the benefit of the applicable Holders in accordance with the applicable documents and, with the consent of the Reorganized Debtors, deemed completed when made to the DIP Agent as Disbursing Agent. Plan Distributions in the form of Cash to Holders of other Allowed Claims in accordance with the Plan shall be made by the applicable Reorganized Debtor as Disbursing Agent to the applicable Holders (or to Entities at the written direction of such Holders).

(2) *Plan Distributions of New Equity Interests.* Plan Distributions in the form of New Equity Interests to Holders of DIP Claims and RBL Secured Claims shall be made by Reorganized Castex 2005 or Reorganized Holdco, as the case may be, or its stock transfer agent, as Disbursing Agent to the applicable Holders (or to permitted Entities at the written direction of such Holders) in accordance with the applicable documents.

(3) *Plan Distributions of Loans and Commitments Under Exit Loan Documents.* Plan Distributions in the form of term loans under the Exit Credit Agreement to Holders of DIP Claims shall be made by the Reorganized Debtors (or in coordination with the Exit Agent) as Disbursing Agent to the applicable Holders in accordance with the Exit Loan Documents. Plan Distributions in the form of reserve-based revolving loans and commitments and term loans under the Exit Credit Agreement to Holders of RBL Secured Claims shall be made by the Reorganized Debtors (or in coordination with the Exit Agent) as Disbursing Agent to the applicable Holders in accordance with the Exit Loan Documents.

(4) *Plan Distributions of Exit Senior Secured Term Loans.* Plan Distributions in the form of Exit Senior Secured Term Loans to Holders of RBL Secured

Claims, if applicable, shall be made by the Reorganized Debtors as Disbursing Agent to the applicable Holders in accordance with the applicable documents.

(ii) Allocation Between Principal and Interest. The aggregate consideration to be distributed to the Holders of Allowed Claims under the Plan shall be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claims of such Holders, as determined for federal income tax purposes, and any remaining consideration as satisfying accrued, but unpaid, interest, if any.

(iii) No Post Petition Interest on Claims. Other than as specifically provided in the Plan, Confirmation Order, or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claim, and no Holder of a prepetition Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

(iv) Date of Plan Distributions. Except as otherwise provided herein, any distributions and deliveries to be made under the Plan shall be made on the Effective Date or as soon as practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

(v) Distribution Record Date. As of the close of business on the Distribution Record Date, the various lists of Holders of Claims in each of the Classes, as maintained by the Debtors, or the applicable Agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. The Debtors and the Reorganized Debtors, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

(vi) Disbursing Agent.

(1) *Powers of Disbursing Agent.* The Disbursing Agent shall be empowered to: (i) effectuate all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (ii) make all applicable Plan Distributions or payments contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(2) *Expenses Incurred On or After the Effective Date.* Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented fees and expenses incurred

by any Professional or the Disbursing Agent on or after the Effective Date, (iii) reconciliation of, objection to, and settlement of claims, (iv) payment of taxes, and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Plan Distributions made to Holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Disbursing Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs, and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(3) *Expenses Incurred by Agents.* The amount of any reasonable and documented fees and expenses incurred by the Agents in connection with making Plan Distributions (including, without limitation, reasonable attorney and other professional fees and expenses) shall be paid in Cash by the Reorganized Debtors and will not be deducted from Plan Distributions made to Holders of Allowed Claims by the applicable Agent. The foregoing reasonable and documented fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Agent's reasonable and documented fees, costs, and expenses, the applicable Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(4) *Bond.* Each Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that such Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors. Furthermore, any such entity required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

(5) *Cooperation with Disbursing Agent.* The Reorganized Debtors shall use all commercially reasonable efforts to provide each Disbursing Agent with the amount of Claims and the identity and addresses of Holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with each Disbursing Agent to comply with the reporting and withholding requirements outlined in Article 8.15 of the Plan.

(vii) Delivery of Plan Distributions. Subject to the provisions contained in Article VIII of the Plan, the applicable Disbursing Agent will issue, or cause to be issued, and authenticate, as applicable, all Plan consideration, and subject to Bankruptcy Rule 9010, make all Plan Distributions or payments to any Holder of an Allowed Claim as and when required by the Plan at: (a) the address of such Holder on the books and records of the Debtors or their agents; or (b) the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Plan Distribution to any Holder is

returned as undeliverable, no distribution or payment to such Holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such Holder, at which time or as soon as reasonably practicable thereafter such Plan Distribution shall be made to such holder without interest; *provided, however*, such Plan Distributions or payments (i) on account of Allowed Claims (as of the Effective Date) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and subject to Article 8.9 of the Plan at the expiration of one year from the Effective Date and (ii) on account of Disputed Claims (as of the Effective Date) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and subject to Article 8.9 of the Plan at the expiration of one year from the date that such General Unsecured Claim first becomes an Allowed Claim.

(viii) Distributions to Holders of Class 4 Claims. On or before the six-month anniversary of the Effective Date, the applicable Disbursing Agent shall distribute to each Holder of an Allowed General Unsecured Claim the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined in accordance with Article 4.4(c)) of the General Unsecured Claims Cash Distribution *less* the Class 4 Disputed Claims Cash Reserve.

Upon the completion of the Claims reconciliation process in accordance with the procedures set forth in Article IX of the Plan, the applicable Disbursing Agent shall distribute the Class 4 Disputed Claims Cash Reserve to the Holders of Allowed General Unsecured Claims such that, after giving effect to such distribution, but subject to Article 8.8(c) of the Plan, each Holder of an Allowed General Unsecured Claim shall have received the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined in accordance with Article 4.4(c) of the Plan) of the General Unsecured Claims Cash Distribution in accordance with Article 4.4(c) of the Plan.

Any Holder of a Disputed Claim in Class 4 that ultimately becomes an Allowed Claim shall (i) receive no more from the Class 4 Disputed Claims Cash Reserve than the amount reserved with respect to such Claim under Article 8.8(a) above; and (ii) not have recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan (other than the General Unsecured Claims Cash Distribution and the Class 4 Disputed Claims Cash Reserve).

(ix) Unclaimed Property. All unclaimed property or interests in property distributable hereunder on account of such Claim shall revert to the Reorganized Debtors or the successors or assigns of the Reorganized Debtors, and any claim or right of the Holder of such Claim to such property or interest in property shall be discharged and forever barred. The Reorganized Debtors and the applicable Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records, the proofs of Claim filed against the Debtors, as reflected on the claims register maintained by the Voting Agent, and any change of address reflected on the docket of the Chapter 11 Cases.

(x) Minimum; De Minimis Distributions. Neither the Reorganized

Debtors nor the applicable Disbursing Agent shall have any obligation to make a Plan Distribution that is less than \$50.00 in Cash.

(xi) Setoffs and Recoupments. Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to applicable law, set off and/or may recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Reorganized Debtor(s) and Holder of such Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided, however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. Notwithstanding anything to the contrary, none of the Reorganized Debtors or the Debtors may setoff and/or recoup against any Plan Distributions to be made on account of any RBL Claims or DIP Claims or any Holder that is a “Released Party.” In no event shall any Holder of Claims against, or Equity Interests in, the Debtors be entitled to recoup any such Claim or Equity Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article 14.20 of the Plan on or before the Effective Date, notwithstanding any indication in any proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

(xii) Withholding and Reporting Requirements. In connection with the Plan and all Plan Distributions hereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtors, the Reorganized Debtors, or the Disbursing Agents believe are reasonable and appropriate, including requiring a Holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provisions of the Plan: (a) each Holder of an Allowed Claim that is to receive a Plan Distribution shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations on account of such distribution; and (b) no distribution shall be required to be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations or has, to the Reorganized Debtors’ satisfaction, established an exemption therefrom.

(xiii) Manner of Payment Pursuant to the Plan. Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in

applicable agreements or customary practices of the Debtors or the Reorganized Debtors.

4.7 *Treatment of Executory Contracts and Unexpired Leases*

(a) Assumption and Rejection

Subject to Article 6.12 of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases, shall be deemed rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion. A listing of the Debtors' executory contracts and unexpired leases as reflected on Schedule G is attached as Schedule 5 to this Disclosure Statement.

Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in Article 10.1 of the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Article shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law. The pendency of any motion to assume or reject executory contracts or unexpired leases shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Unless otherwise provided in the Plan, each executory contract and unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously terminated or is otherwise not in effect. Modifications, amendments, supplements, and restatements to prepetition executory contracts or unexpired leases that have been executed by any of the Reorganized Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease. For the avoidance of doubt federal and state leases (unexpired and expired), including all decommissioning obligations thereunder, accrued or otherwise, are subject to and governed by Article 10.4 of the Plan.

For the avoidance of doubt, with respect to executory joint operating agreements by and among one or more Reorganized Debtors, on the one hand as non-operating working interest owners, and CEI, on the other as operator, to the extent such joint operating agreements are assumed pursuant to the Plan, CEI's right(s), in the event that Apache is determined by Final Order to be a defaulting working interest owner under such joint operating agreements with liability to CEI as operator and CEI is unable to compel payment from Apache for such liability,

to seek, prosecute, and recover from non-defaulting working interest owners, including, but not limited to, as applicable, any Reorganized Debtor, any and all such amounts owed to CEI by Apache under such joint operating agreements to the extent permitted by and consistent with such joint operating agreements, are hereby preserved.

Except as otherwise provided in the Plan, any rights or arrangements necessary or useful to the operation of the Reorganized Debtors' businesses, but not otherwise addressed as a Claim or Equity Interest or assumed under Article X of the Plan, including non-exclusive or exclusive patent, trademark, copyright, maskwork, or other intellectual property licenses, and other contracts that may not be assumable under section 365(c) of the Bankruptcy Code, will, in the absence of any other treatment under the Plan or Confirmation Order, be passed through the Chapter 11 Cases for the benefit of the Reorganized Debtors, provided that notwithstanding anything to the contrary herein, any Claim thereunder will be treated in accordance with the distribution provisions of the Plan.

(b) Rejection Claims

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of Claim, will be treated as General Unsecured Claims. Upon receipt of the Plan Distribution provided in Article 4.4 of the Plan, all such Claims shall be discharged as of the Effective Date, and shall not be enforceable against the Debtors, the Estates, the Reorganized Debtors, or their respective properties or interests in property. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided below, or pursuant to an order of the Bankruptcy Court).

(c) Cure of Assumed Executory Contracts and Unexpired Leases

Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease to be assumed pursuant to the Plan, any monetary and non-monetary defaults arising under such executory contract or unexpired lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate monetary amount (the "Cure Amount") in full in Cash and the appropriate cure of any non-monetary default on the later of thirty (30) days after: (i) the Effective Date or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision).

No later than twenty-eight (28) calendar days prior to the commencement of the Confirmation Hearing (the "Assumption Notice Deadline"), the Debtors shall file a notice (the "Assumption Notice") which shall include a schedule (the "Cure Schedule") of the Cure

Amount, if any, that the Debtors believe is required to be paid to the applicable counterparty for each executory contract and unexpired lease to be assumed pursuant to Article 10.1 of the Plan (each, an “Assumed Contract”), and a description of any non-monetary default that the Debtors believe must be cured to assume any Assumed Contract, and serve such Assumption Notice, including the Cure Schedule, on each applicable counterparty. If a counterparty objects to the Cure Amount (or to a lack of adequate assurance of future performance) or to the described or absence of non-monetary default, such counterparty must file with the Bankruptcy Court a written objection (a “Contract Objection”). Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules; (iii) be filed with the clerk of the Bankruptcy Court, together with proof of service, within fourteen (14) days of the Assumption Notice Deadline (such date, the “Contract Objection Deadline”); and (iv) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the counterparty believes is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for the applicable Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Assumed Contracts, as soon as practicable thereafter and in no event less than one (1) Business Day before the commencement of the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve, by overnight delivery, on the applicable counterparties a supplemental Assumption Notice, and such counterparties shall file any Contract Objection thereto in accordance with the procedures set forth in Article 10.3(b) of the Plan not later than the Contract Objection Deadline in the event that such supplemental Assumption Notice was filed and served at least seven (7) calendar days prior to the Contract Objection Deadline. If less than seven (7) calendar days remain prior to the Contract Objection Deadline when an additional executory contract or unexpired lease is determined to be an Assumed Contract, the Bankruptcy Court will, by separate order, establish an objection deadline solely applicable to such assumed executory contracts or unexpired leases.

If no Contract Objection is timely received with respect to an Assumed Contract: (i) the counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtors, and be forever barred, estopped, and enjoined from asserting any objection with regard to such assumption (including, without limitation, any payment or other obligation in connection with the assumption or with respect to adequate assurance of future performance); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Amount set forth in the Assumption Notice for such Assumed Contract; and (iii) the Cure Amount set forth in the Assumption Notice for such Assumed Contract (including a Cure Amount of \$0.00) shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred, estopped, and enjoined from asserting any other Claims related to such Assumed Contract against the Debtors or their Estates, the Reorganized Debtors, or the property of any of them, that existed prior to the entry of a Final Order approving the assumption of such Assumed

Contract (including, without limitation, the Confirmation Order).

To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including, without limitation, any dispute with respect to the Cure Amount or any other payment or non-monetary obligation required to be paid to the applicable counterparty or performed by the Reorganized Debtors under sections 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a “Cure Dispute”), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be fixed by the Bankruptcy Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute regarding a monetary default only, the Assumed Contract may be assumed by the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court). To the extent a Contract Objection is resolved or determined against a Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor may reject such executory contract or unexpired lease within ten (10) Business Days after such determination by filing and serving upon the counterparty a notice of rejection, and the counterparty may thereafter file a proof of Claim in the manner set forth in Article 10.2 of the Plan.

(d) Insurance Policies

All of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, to the extent the Debtors or any of them are owners of such policies and agreements are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, and notwithstanding anything in the Plan that could be to the contrary, the Debtors and the Reorganized Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto, whether or not such policies, agreements, documents and instruments related thereto are listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, to the extent the Debtors have interests in and are owners of such policies and agreements.

(e) Leasehold Interests – Federal and State Leases

THE DEBTORS HAVE INCLUDED THE FOLLOWING RESERVATION OF RIGHTS IN THE PLAN AS IT RELATES TO GOVERNMENTAL UNITS:

Nothing in the Confirmation Order or the Plan discharges, releases, precludes, or enjoins: (i) any liability to any Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Effective Date; (iii) any police or regulatory liability to a Governmental Unit that any Entity would be subject to under applicable non-bankruptcy law as the owner or operator of property after the Effective Date; or (iv) any liability to a Governmental Unit under applicable non-bankruptcy law on the part of the Debtors or any Entity other than the Debtors or the Reorganized Debtors, with respect to the Debtors’ interests in federal or state leases or interests, whether unexpired or otherwise. Nor shall anything in the Confirmation Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing,

outside this Court, any liability described in the preceding sentence. Nothing in the Confirmation Order or the Plan shall affect any setoff or recoupment rights of any Governmental Unit under section 553 of the Bankruptcy Code or applicable nonbankruptcy law or divests any tribunal of any jurisdiction it may have under police or regulatory law to adjudicate any defense asserted under the Confirmation Order or the Plan. Nothing in the Confirmation Order or the Plan shall require the United States to file a request for the payment of an expense described in sections 503(b)(1)(B) or (C) of the Bankruptcy Code as a condition of it being an Allowed Administrative Claim. Nothing in the Confirmation Order or the Plan shall affect the authority of any Governmental Unit to exercise its police or regulatory authority with respect to any leasehold, contract, or property interest assumed or vested in the Debtors and the Reorganized Debtors under the Plan or otherwise. As well, all rights and defenses of the Debtors and the Reorganized Debtors are expressly reserved.

(f) Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor in the ordinary course of business or following approval pursuant to a Bankruptcy Court order, including any executory contracts and unexpired leases assumed by a Debtor, shall be performed by the applicable Debtor or Reorganized Debtor, as the case may be, liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) shall survive and remain unaffected by entry of the Confirmation Order.

(g) Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease on any Assumption Notice or exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any agreement, contract, or lease is an executory contract or unexpired lease subject to Article 10 of the Plan, as applicable, or that the Debtors or the Reorganized Debtors have any liability thereunder.

The Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders (not to be unreasonably withheld), and the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumption Notice and Schedule of Rejected Contracts and Leases until and including the Effective Date or as otherwise provided by Bankruptcy Court order; *provided, however*, that if there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or with respect to the asserted Cure Amount, then the Prepetition Agent, the Required Consenting Lenders, and the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to amend the decision to assume, or assume and assign, such executory contract or unexpired lease.

4.8 *Procedures for Resolving Disputed Claims and Interests*

(a) No Proofs of Equity Interests Required

Except as otherwise provided in the Plan or by order of the Bankruptcy Court, Holders of Equity Interests shall not be required to file proofs of Equity Interests in the Chapter 11 Cases.

(b) Prosecution of Objections to Claims; Estimation of Claims

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Reorganized Debtors, as applicable, shall be entitled to object to Claims. No other Entity shall be entitled to object to Claims after the Effective Date. Any objections to Claims shall be served and filed on or before (a) the one-hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (b) such later date as may be fixed by the Bankruptcy Court.

The Reorganized Debtors may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, except that the Reorganized Debtors may not request estimation of any non-contingent or liquidated Claim if the Debtors' objection to such Claim was previously overruled by a Final Order, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

The Debtors and the Reorganized Debtors reserve the right to have the Allowance of Claims and objections thereto determined by a court of competent jurisdiction other than the Bankruptcy Court, upon such order, if any as may be necessary from the Bankruptcy Court.

(c) Payments and Distributions on Disputed Claims

If an objection to a Claim is filed as set forth in Article 9.2 of the Plan or otherwise, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

At such time as a Disputed Claim becomes an Allowed Claim or as soon as practicable thereafter, the Disbursing Agent shall distribute to the Holder of such Allowed Claim the property distributable to such Holder pursuant to Article 4 of the Plan; *provided, however*, that

the timing of distributions to Holders of Claims in Class 4 shall be governed in all respects by Article 8.8 of the Plan. To the extent that all or a portion of a Disputed Claim is Disallowed, the Holder of such Claim shall not receive any distribution on account of the portion of such Claim that is Disallowed. Notwithstanding any other provision of the Plan, no interest shall accrue or be Allowed on any Claim during the period after the Petition Date, except as provided for in the DIP Orders or to the extent that section 506(b) of the Bankruptcy Code permits interest to accrue and be Allowed on such Claim.

(d) Preservation of Claims and Rights to Settle Claims

Except as otherwise provided in the Plan, or in any contract, instrument, or other agreement or document entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle, compromise, otherwise resolve, discontinue, abandon, or dismiss all claims, rights, Causes of Action, suits, and proceedings, including those described in the Plan Supplement (collectively, the “Retained Actions”), whether at law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Entity (other than claims, rights, Causes of Action, suits, and proceedings released pursuant to Article 12.4 of the Plan), without the approval of the Bankruptcy Court, subject to the terms of Article 6.2 of the Plan, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. For the avoidance of doubt, Retained Actions do not include any claim or Cause of Action released pursuant to Articles 12.4 and 12.9 of the Plan. The Reorganized Debtors or their successor(s) may pursue such Retained Actions, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) that hold such rights.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Retained Action against it as any indication that the Reorganized Debtors will not, or may not, pursue any and all available Retained Actions against it. The Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Actions against any Entity. Unless any Retained Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Retained Actions for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Retained Action upon, after, or as consequence of, confirmation or consummation of the Plan. For the avoidance of doubt, all claims, Causes of Action, suits, and proceedings of the Debtors that are not Retained Actions are waived as of the Effective Date. Notwithstanding such additional Retained Actions as may be described within the Plan Supplement, the following described claims and Causes of Action and litigation proceedings shall be Retained Actions:

- Apache Corporation: Any and all Causes of Action the Debtors assert as counterclaims against the Apache Corporation in the Texas state court suit styled as *Apache Corporation v. Castex Offshore, Inc., et al*, Cause No. 2015-48580; 133rd Judicial District Court, Harris County, Texas.

- Marquis Resources, LLC: Any and all Causes of Action, claims, defenses and rights (including setoff rights) held by the Debtors against Marquis Resources, LLC, Shoreline Southeast LLC, and Shoreline Offshore LLC, including—without limitation—the administrative expense claim awarded Castex Energy, Inc., on behalf of the Debtors, in Case No. 16-35571 (Bankr. S.D. Tex. 2017) [Dkt. No. 660], for unpaid joint interest billings and plug and abandonment costs.
- Benefit Street Partners, LLC: Any and all Causes of Action the Debtors assert or are assertable as counterclaims against Benefit Street Partners, LLC in the Texas state court suit styled as *Benefit Street Partners, L.L.C., v. Castex Energy 2005, L.P.*, Cause No. 2017-21029, 334th District, Harris County, Texas.
- State Law Breach of Contract Claims: Any and all Causes of Action assertable by the Debtors for breach of contract against any of the Debtors' contract counter-parties, including—without limitation—any Cause of Action arising out of work performed below contract standards and/or services, materials or equipment provided below contract standards.
- Insurance Policy Claims: Any and all Causes of Action against any insurer of the Debtors arising out of such insurer's obligations under the Debtors' insurance policies.
- Rights Under Assumed Contracts: Any rights, claims defenses, audit rights or Causes of Action arising under any Assumed Contract or other contract whenever such right, claim defense, audit right or Cause of Action shall have accrued.

(e) Expenses Incurred after the Effective Date

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of reasonable expenses incurred by any Professional or the Voting Agent on or after the Effective Date in connection with implementation of the Plan, including, without limitation, reconciliation of, objection to, and settlement of claims, shall be paid in Cash by the Reorganized Debtors.

4.9 *Releases, Indemnification, Injunction; Exculpation; Discharge*

(a) "Released Parties" Plan Definition

The Plan defines Released Parties as follows: ***Released Parties*** means, collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a

party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and (i) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however, that any holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”* (Emphasis supplied)

(b) “Releasing Parties” Plan Definition

The Plan defines “Releasing Party as follows: ***Releasing Parties*** means, collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) **each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in Article 12.4 of the Plan;** and (e) all other Holders of Claims and Equity Interests to the extent permitted by law. (Emphasis supplied)

(c) Notice to be Given to Non-Solicited Parties

A form of notice shall be provided to each Holder of a Claim or Equity Interest deemed to have rejected the Plan by which the Holders of such Equity Interests may opt out of the releases set forth in Article 12.4 of the Plan. **Any such Holder of an Equity Interest in Castex 2005 that submits such notice opting out of the releases set forth in Article 12.4 of the Plan shall not be a “Releasing Party” or a “Released Party” under the Plan.**

(d) Releases by the Debtor

Pursuant to section 1123(b) of the Bankruptcy Code and to the maximum extent allowed by applicable law, upon the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, in their individual capacities and as debtors in possession, the Reorganized Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, shall be deemed forever

to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. The Reorganized Debtors shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article 12.4(a) of the Plan

by the Debtors, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in this Article is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims; (ii) in the best interests of the Debtors and all Holders of Equity Interests and Claims; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Debtors or Reorganized Debtors asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(e) Releases by Holders of Claims and Interests

Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support

Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in Article 12.4(b) of the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(f) Exculpation and Limitation of Liability

The Released Parties, the Committee, and each member of the Committee (solely in its capacity as a member of the Committee) shall not have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or Equity Interest, or any other party in interest in the Chapter 11 Cases, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or direct or indirect affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Restructuring Transactions, formulation, negotiation, preparation, dissemination, confirmation, solicitation, implementation, or administration of the Plan, the Plan Supplement and all documents contained or referred to therein, the Disclosure Statement, the Restructuring Support Agreement, the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the Restructuring Transactions, or any other pre- or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or confirming or consummating the Plan (including the issuance of any securities or the distribution of any property under the Plan); *provided, however*, that the foregoing provisions of Article 12.5 of the Plan shall have no effect on the liability of any Person or Entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence and shall not impact the right of any Holder of a Claim or Equity Interest,

or any other party to enforce the terms of the Plan and the contracts, instruments, releases, and other agreements or documents delivered in connection with the Plan. Without limiting the generality of the foregoing, the Debtors and the Debtors' direct or indirect affiliates, managed accounts and funds, officers, directors, principals, direct or indirect sponsors, shareholders, partners, employees, members, managers, members of boards of managers, advisory board members, advisors, attorneys, financial advisors, accountants, investment bankers, agents and other professionals (whether current or former, in each case, in his, her, or its capacity as such) shall, in all respects, be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. The exculpated parties under Article 12.5 of the Plan have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such exculpating parties from liability.

(g) Injunction

General. All Persons or Entities who have held, hold, or may hold Claims or Equity Interests (other than Claims that are reinstated under the Plan), and all other parties in interest in the Chapter 11 Cases, along with their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates, are permanently enjoined, from and after the Effective Date, from, in respect of any claim or Cause of Action released or settled hereunder, (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against the Released Parties, the Debtors, or the Reorganized Debtors, or in respect of any claim or Cause of Action released or settled hereunder; (ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree, or order against the Released Parties, the Debtors, or the Reorganized Debtors; (iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties, the Debtors, or the Reorganized Debtors; (iv) asserting any right of setoff, subrogation, or recoupment of any kind, against any obligation due from the Released Parties, the Debtors, or the Reorganized Debtors, or against the property or interests in property of the Debtors or Reorganized Debtors, on account of such claims or Equity Interests; or (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such claims or Equity Interests released or settled pursuant to the Plan; *provided, however*, that nothing contained herein shall preclude such Entities from exercising their rights pursuant to and consistent with the terms hereof and the contracts, instruments, releases, and other agreements and documents delivered under or in connection with the Plan.

Injunction Against Interference With the Plan. Upon entry of the Confirmation

Order, all Holders of Claims and Equity Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; *provided, however*, that the foregoing shall not enjoin any Consenting Lender from exercising any of its rights or remedies under the Restructuring Support Agreement, in accordance with the terms thereof. Each Holder of an Allowed Claim or Allowed Equity Interest, by accepting, or being eligible to accept, distributions under or reinstatement of such Claim or Equity Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article 12.6 of the Plan.

(h) Waiver of Actions Arising Under Chapter 5 of the Bankruptcy Code

Without limiting any other applicable provisions of, or releases contained in the Plan, but subject to the proviso of this sentence, each of the Debtors, the Reorganized Debtors, their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, hereby irrevocably and unconditionally release, waive, and discharge any and all claims or Causes of Action that they have, had or may have that are based on sections 544, 547, 548, 549, and 550 of the Bankruptcy Code and analogous non-bankruptcy law for all purposes; *provided, however*, that no such claim or Cause of Action shall be waived pursuant to Article 12.9 of the Plan or otherwise to the extent such claim or Cause of Action, if successful, would result in the disallowance of any Claim against any Debtor, in whole or in part, pursuant to section 502(d) of the Bankruptcy Code.. For the avoidance of doubt, none of the claims or Causes of Action waived pursuant to Article 12.9 of the Plan shall constitute Retained Actions. The Committee Objection argues that the Debtors have not presented sufficient evidence of the value of avoidance actions, and within what the debtors believe would be the Exhibit A to the proposed Committee Letter, the committee suggests that there could be as much as \$16 million worth of Avoidance Actions to be pursued. What is not mentioned is that the alleged Avoidance Actions to recover payments made within 90 days before the filing of these Chapter 11 Cases would target vendor and trade creditors that the Debtors (i) believe they have paid in the ordinary course of business and (ii) have obtained approval to pay postpetition. However, the Debtors hereby disclose that the Committee of two (2) Disputed Creditors would seek to pursue Avoidance Actions against the Debtors' Creditors who received payments even though the Prepetition Lenders (holding the RBL Deficiency Claim in excess of \$222 million) support confirmation of the Plan waiving Avoidance Actions (subject to the limitations set forth in the Plan).²⁹

(i) Reservation of Rights

The Plan shall have no force or effect unless and until the Effective Date. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtors with respect to the Plan, the Disclosure Statement, or the Plan

²⁹ Attached hereto as Schedule 4 are the exhibits to the Debtors' Statements of Financial Affairs filed in response to questions 3 and 4 (regarding payments made to creditors within 90 days prior to the Petition Date and payments made to or for the benefit of an insider within 1 year prior to the Petition Date).

Supplement shall be, or shall be deemed to be, an admission or waiver of any rights of any Debtor or any other party, including the Released Parties, with respect to any Claims or Equity Interests or any other matter.

4.10 *Conditions Precedent to Confirmation and the Effective Date*

(a) Conditions Precedent to Confirmation

It shall be a condition to confirmation of the Plan that the following conditions shall have been satisfied in full or waived in accordance with Article 11.3 of the Plan:

(i) the New Constituent Documents, in form and substance acceptable to the Debtors (in their reasonable discretion) and the Required Consenting Lenders (in their sole discretion), shall have been approved in connection with the Confirmation Order;

(ii) the Exit Credit Agreement, in form and substance consistent with the Plan Term Sheet and acceptable to the Debtors (in their reasonable discretion) and the DIP Lenders and the Required Consenting Lenders (in each case, in their respective sole discretion), shall have been approved in connection with the Confirmation Order;

(iii) the New Shared Services Agreement, in form and substance consistent with the Plan Term Sheet and acceptable to the Debtors, CEI, and the Required Consenting Lenders (in each case, in their respective reasonable discretion), shall have been approved in connection with the Confirmation Order;

(iv) the Disclosure Statement, in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Required Consenting Lenders (in each case, in their respective reasonable discretion), shall have been approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code;

(v) the Confirmation Order, in form and substance acceptable to the Debtors and CEI (in each case, in their respective reasonable discretion) and the DIP Lenders and the Required Consenting Lenders (in each case, in their respective sole discretion), shall have been entered on the docket for the Chapter 11 Cases and shall not be reversed, vacated, stayed, amended, supplemented or otherwise modified and shall be in full force and effect; and

(vi) the Restructuring Support Agreement shall not have been terminated by CEI, CELL I, the Debtors, or the Required Consenting Lenders.

(b) Conditions Precedent to the Effective Date

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions have been satisfied in full or waived in accordance Article 11.3 of the Plan:

(i) the Confirmation Order, in form and substance acceptable to the Debtors, CEI, and CELL I (in each case, in their respective reasonable discretion) and the DIP Lenders and the Required Consenting Lenders (in each case, in their respective sole discretion), shall have become a Final Order in full force and effect;

(ii) the documents comprising the Plan Supplement, including the New Constituent Documents, the Exit Credit Agreement, the New Shared Services Agreement, and the Management Incentive Plan, shall, to the extent applicable, have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith;

(iii) all necessary actions, documents, certificates, and agreements necessary to implement the Plan on the Effective Date shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(iv) all applicable governmental authorities shall have granted any necessary consents and approvals required for the Debtors to emerge from chapter 11 pursuant to the Plan and any statutory waiting periods shall have expired;

(v) the Restructuring Support Agreement shall not have been terminated by CEI, CELL I, the Debtors, or the Required Consenting Lenders;

(vi) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the Consenting Lenders pursuant to the Restructuring Support Agreement for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(vii) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the Prepetition Agent and Prepetition Lenders pursuant to the DIP Orders for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(viii) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the DIP Agent and the DIP Lenders pursuant to the DIP Credit Agreement for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(ix) the Effective Date shall have occurred on or before ten (10) calendar days from entry of the Confirmation Order;

(x) the cure amounts or other payment obligations of any of the Debtors (including as reorganized under and pursuant to the Plan) arising or otherwise resulting from the assumption of executory contracts or unexpired leases, on a per-contract basis and on an aggregate basis, calculated by the Required Consenting Lenders in their reasonable discretion,

does not exceed or is not reasonably expected to exceed an amount acceptable to the Required Consenting Lenders in their sole discretion;

(xi) each Debtor shall have used its best efforts, as determined by the Required Consenting Lenders in their sole discretion, to cause the Independent Auditor to complete the COPAS Audits and issue appropriate audit reports to the Debtors, CEI, the Prepetition Agent, and the Consenting Lenders on or before a date that is twenty-one (21) days prior to the occurrence of the Effective Date; and

(xii) the Required Consenting Lenders shall be satisfied with the COPAS Audits in their sole discretion.

(c) Waiver of Conditions

Except with respect to the conditions precedent in Article 11.1(c) and Article 11.2(b) (solely to the extent Article 11.2(b) relates to the New Shared Services Agreement), which can only be waived with the consent of CEI in writing in its reasonable discretion, each of the conditions precedent in Articles 11.1 and 11.2 of the Plan may be waived in writing, in whole or in part, with the consent of the Debtors and the Required Consenting Lenders without notice to any third parties or order of the Bankruptcy Court or any other formal action; *provided, however*, the Debtors and the Required Consenting Lenders, as applicable, shall only have the right to waive any such condition to the extent such party has the right to consent to the satisfaction of such condition.

(d) Effect of Non-Occurrence of the Effective Date

If the conditions listed in Articles 11.1 and 11.2 of the Plan are not satisfied or waived in accordance with Article 11.3 of the Plan, then (a) the Confirmation Order shall be of no further force or effect; (b) the Plan shall be null and void in all respects; (c) no distributions under the Plan shall be made; (d) no executory contracts or unexpired leases that were not previously assumed, assumed and assigned, or rejected shall be deemed assumed, assumed and assigned, or rejected by operation of the Plan; (e) the Debtors and all Holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date; and (f) nothing contained in the Plan or the Disclosure Statement shall (i) be deemed to constitute a waiver or release of (x) any Claims by any creditor or any Debtor or (y) any Claims against, or Equity Interests in, the Debtors, (ii) prejudice in any manner the rights of the Debtors or any other Entity, or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors in any respect.

4.11 *Effects of Confirmation*

(a) Vesting Of Assets; Continued Corporate Existence

On the Effective Date, except as otherwise provided in the Plan or the Exit Credit Agreement, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of the Estates shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances,

charges, and other interests. Except as otherwise provided in the Plan or pursuant to actions taken in connection with, and permitted by, the Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the applicable organizational documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law. On and after the Effective Date, the Reorganized Debtors shall be authorized to operate their respective businesses and to use, acquire, or dispose of assets, without supervision or approval by the Bankruptcy Court and free from any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

(b) Binding Effect

Subject to the occurrence of the Effective Date and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062, on and after the Confirmation Date, the provisions of the Plan shall be immediately effective and enforceable and deemed binding upon any Holder of a Claim against, or Equity Interest in, the Debtors, and such Holder's respective successors and assigns, (whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan, whether or not such Holder has accepted the Plan, and whether or not such Holder is entitled to a distribution under the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor counterparties to executory contracts, unexpired leases, and any other prepetition agreements. All Claims shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

(c) Discharge of Claims

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan (including with respect to Claims reinstated by the Plan), the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of all Claims against, and Equity Interests in, the Debtors, and Causes of Action of any nature whatsoever arising on or before the Effective Date, known or unknown, including, without limitation, any interest accrued or expenses incurred on such Claims from and after the Petition Date, against the Debtors, and liabilities of, Liens on, obligations of, and rights against, the Debtors or any of their assets or properties arising before the Effective Date, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, in each case whether or not: (a) a proof of Claim or Equity Interest based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Equity Interest based upon such debt or right is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Equity Interest has voted to accept the Plan. Any default by the Debtors with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise specifically provided in the Plan (including with respect to Claims reinstated by the Plan), all Entities shall be precluded from asserting against the Debtors, the Reorganized Debtors, or their respective

properties or interests in property, any other Claims based on any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. Except as otherwise provided in the Plan or with respect to Claims reinstated pursuant to the Plan, the Confirmation Order shall be a judicial determination of the discharge of all Claims arising before the Effective Date against the Debtors, subject to the occurrence of the Effective Date.

ARTICLE V

VOTING; CONFIRMATION; ALTERNATIVE TO PLAN

5.1 Confirmation Standards

Pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3017(c), the Bankruptcy Court has scheduled a Confirmation Hearing for February 26, 2018, at 9:00 a.m. Central Time. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing. Objections to Confirmation of the Plan must be made in writing and must specify in detail the name and address of the objector, all grounds for the objection, and the amount and Class of the Claim. Any such objection must be filed with the Bankruptcy Court on or before February 9, 2018, at 4:00 p.m. Central Time. Objections to Confirmation of the Plan are governed by Bankruptcy Rule 9014.

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a series of findings concerning the Plan and the Debtors, including that:

- the Plan has classified Claims and Interests in a permissible manner;
- the Plan complies with the applicable provisions of the Bankruptcy Code;
- the Debtors have complied with the applicable provisions of the Bankruptcy Code;
- the Debtors have proposed the Plan in good faith and not by any means forbidden by law;
- the disclosure required by section 1125 of the Bankruptcy Code has been made;
- the Plan has been accepted by the requisite votes of Creditors and Equity Interest Holders;
- the Plan is feasible and Confirmation will not likely be followed by the liquidation or the need for further financial reorganization of the Debtors or the Reorganized Debtors;
- the Plan is in the “best interests” of all Holders of Claims or Interests in an impaired Class by providing to Creditors or Interest Holders on account of such Claims or Interests property of a value, as of the Effective Date, that is not less than the amount

that such Holder would receive or retain in a chapter 7 liquidation, unless each Holder of a Claim or Interest in such Class has accepted the Plan;

- all fees and expenses payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of such fees on the Effective Date; and
- the disclosures required under section 1129(a)(5) of the Bankruptcy Code concerning the identity and affiliations of persons who will serve as officers and directors of the Reorganized Debtors have been made.

(a) “Best Interests” Test

The Bankruptcy Code requires that the Bankruptcy Court find that the Plan is in the best interest of all holders of Claims and Interests that are Impaired by the Plan and that have not accepted the Plan. The “best interests” test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires the Bankruptcy Court to find either that all members of an impaired class of claims or interests have accepted the Plan or that the Plan will provide a member who has not accepted the Plan with a recovery of property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

The Debtors submit that the Plan affords Holders of Claims and Interests with recovery that is not less than any Holder of a Claim or Interest would receive in a chapter 7 liquidation. For further discussion, see the discussion and the Debtors’ liquidation valuation below in Article 5.3.

(b) Feasibility

The Bankruptcy Code requires that Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor. The Debtors and the other Plan Proponents have evaluated alternatives to the Plan, including alternative structures and terms of the Plan. While the Debtors and the other Plan Proponents have concluded that the Plan is the best alternative and will maximize recoveries by Holders of Claims, if the Plan is not confirmed, the Debtors or (subject to the Debtors’ exclusive periods under the Bankruptcy Code to File and solicit acceptances of a plan) any other party in interest in the Chapter 11 Cases could attempt to formulate and propose a different plan, which the Debtors see as a costly and non-fruitful prospect. The Plan is jointly proposed by the representatives of the major constituencies in the Chapter 11 Cases—the Debtors and Consenting RBL Lenders.

Further, if no plan under chapter 11 of the Bankruptcy Code can be confirmed, the Chapter 11 Cases may be converted to a chapter 7 case. In a liquidation case under chapter 7 of the Bankruptcy Code, a trustee would be appointed to liquidate the remaining assets of the Debtors and distribute proceeds to creditors. The proceeds of the liquidation would be distributed to the respective creditors of the Debtors in accordance with the priorities established by the Bankruptcy Code. For further discussion of the potential impact on the Debtors of the conversion

of the Chapter 11 Cases to a chapter 7 liquidation, see Article 5.3. The Debtors believe that Confirmation and consummation of the Plan and the occurrence of the Effective Date is preferable to the available alternatives.

To determine whether the Plan meets the feasibility requirement, the Debtors, with the assistance of A&M and Evercore, have analyzed their ability to meet their respective obligations under the Plan. Attached hereto as **Exhibit F** is an exhibit showing the Debtors' projections of the Debtors' business operations for the period contained therein (the "Financial Projections"). Creditors and other interested parties should review Article VIII of this Disclosure Statement, entitled "RISK FACTORS," for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors with respect to the Financial Projections.

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. THE PROJECTED BALANCE SHEETS DO NOT REFLECT THE IMPACT OF FRESH START ACCOUNTING, WHICH COULD RESULT IN A MATERIAL CHANGE TO ANY OF THE PROJECTED VALUES.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT NEITHER THE DEBTORS NOR THE REORGANIZED DEBTORS CAN PROVIDE ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED BELOW IN SECTION VI, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN ARTICLE VIII BELOW AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES AND ANY RESULTING CHANGES TO THE PROJECTIONS COULD BE MATERIAL.

Based on the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

(c) Cram Down

If all of the applicable requirements for Confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code, except for subsection (8) thereof, the Debtors may request the Bankruptcy Court to confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding the requirements of section 1129(a)(8) of the Bankruptcy Code, on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to any Impaired Class that does not vote to accept the Plan as described in the Disclosure Statement.

To obtain confirmation, it must be demonstrated to a bankruptcy court that a plan "does

not discriminate unfairly” and is “fair and equitable” with respect to each dissenting impaired class. A plan does not discriminate unfairly if the legal rights of a dissenting impaired class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting impaired class and if no class receives more than it is entitled to for its claims. The Debtors believe the Plan satisfies this requirement.

The Bankruptcy Code establishes different “fair and equitable” tests for secured claims, unsecured claims, and holders of equity interests, in the event classes of such vote to reject confirmation of a plan. Because certain Classes of Holders are deemed to have rejected the Plan, the Debtors reserve the right to request Confirmation under section 1129(b) of the Bankruptcy Code.

- i. **Secured Claims.** with respect to treatment of a secured claim under a plan, “fair and equitable” means either (i) the impaired secured creditor retains its liens to the extent of its allowed claim and receives deferred cash payments at least equal to the allowed amount of its claims with a present value as of the effective date of a plan at least equal to the value of such creditor’s interest in the property securing its liens, (ii) property subject to the lien of the impaired secured creditor is sold free and clear of that lien, with that lien attaching to the proceeds of sale, and such lien proceeds are treated in accordance with clauses (i) and (iii) hereof, or (iii) the impaired secured creditor realizes the “indubitable equivalent” of its claim under a plan.
- ii. **Unsecured Claims.** with respect to treatment of an unsecured claim under a plan, “fair and equitable” means either, (i) each impaired unsecured creditor receives or retains property of a value equal to the amount of its allowed claim, or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under a plan.
- iii. **Equity Interests.** With respect to the treatment of equity interests under a plan, “fair and equitable” means either (i) each equity interest holder will receive or retain under a plan property of a value equal to the greatest of the allowed amount of any fixed liquidation preference or redemption price, if any, of such equity interest or the value of the equity interest, or (ii) the holders of equity interests that are junior to the dissenting class of equity interests will not receive or retain any property under a plan on account of such junior equity interest.

The Debtors believe that the Plan can be confirmed on a non-consensual basis if the Holders of any Class of Claims entitled to vote on the Plan vote to reject the Plan (provided at least one Impaired Class of Claims entitled to vote votes to accept the Plan). If appropriate, the Debtors will demonstrate at the Confirmation Hearing that the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code as to any non-accepting Class.

5.2 *Vote Required for Acceptance by a Class*

The Bankruptcy Code defines acceptance of a plan by a class of Claims as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of

the allowed Claims of that class held by creditors, other than any entity designated under section 1129(e) of the Bankruptcy Code, who cast ballots for acceptance or rejection of the Plan. For purposes of voting on the Plan and receiving Plan Distributions, votes will be tabulated separately for each Debtor's Plan, and Plan Distributions will be made to each Class as provided in that Debtor's Plan. A Claim against multiple Debtors, to the extent Allowed against each respective Debtor, shall be treated as a separate Claim against each such Debtor for all purposes (including voting and Plan Distributions). Notwithstanding the foregoing, the Debtors reserve the right to seek to substantively consolidate any two or more Debtors, provided that, such substantive consolidation does not materially and adversely impact the amount of the Plan Distributions to any Person.

a) Acceptance by Impaired Classes. Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan shall be entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders (other than any holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders (other than any holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

b) Voting Presumptions. Claims in Unimpaired Classes are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. This applies to Classes 1 and 2, deemed Unimpaired and therefore conclusively presumed to accept the Plan. Claims and Equity Interests in Classes that do not entitle the holders thereof to receive or retain any property under the Plan are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. This is applicable to Classes 5, 6 and 7.

c) Voting Rights. Pursuant to the provisions of the Bankruptcy Code, only Holders of Claims and Equity Interests in Classes that are (a) treated as "impaired" by a plan of reorganization and (b) entitled to receive a distribution under such plan are entitled to vote on the Plan. Under the Plan, only Holders of Claims in Classes 3 and 4 are entitled to vote on the Plan. The Holders of the Class 1 and 2 are Unimpaired and deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code and therefore are not entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 5, 6 and 7 are Impaired but are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

Notwithstanding the foregoing, only holders of Allowed Claims in the voting Classes are entitled to vote on the Plan. A Claim which is unliquidated, contingent, or disputed is not an Allowed Claim and is, therefore, not entitled to vote, unless and until the amount is estimated or determined, or the dispute is determined, resolved, or adjudicated in the Bankruptcy Court or another court of competent jurisdiction, or pursuant to agreement as may be permitted. However, the Bankruptcy Court may deem a contingent, unliquidated, or disputed Claim to be allowed on a provisional basis, for purposes only of voting on the Plan. If your Claim is contingent,

unliquidated, or disputed, you will receive instructions for seeking temporary allowance of your Claim for voting purposes and it will be your responsibility to obtain an order provisionally allowing your Claim.

5.3 *Alternative to Confirmation Is Chapter 7 Liquidation*

Proceeding under chapter 7 liquidation would impose significant additional monetary and time costs on the Debtors' estates. Under chapter 7 liquidation, a trustee would be elected or appointed to administer the Estate, to resolve pending controversies, including Disputed Claims against the Debtors and Claims of the Estates against other parties, and to make distributions to holders of Claims. A chapter 7 trustee would be entitled to compensation in accordance with the scale set forth in section 326 of the Bankruptcy Code, and the trustee would also incur significant administrative expenses. The chapter 7 administrative expenses also take priority over any chapter 11 administrative expenses.

There is a strong probability that a chapter 7 trustee in these cases would not possess any particular knowledge about the Debtors. Additionally, a trustee would probably seek the assistance of professionals who may not have any significant background or familiarity with the Chapter 11 Cases. The trustee and any professionals retained by the trustee likely would expend significant time familiarizing themselves with the Chapter 11 Cases. This would result in duplication of effort, increased expenses, and delay in payments to creditors.

The Bankruptcy Court must find that the Holders of Claims and Equity Interests who do not accept the Plan and/or who object to the Plan will receive at least as much under the Plan as such Holders of Claims and Equity Interests would receive in a chapter 7 liquidation. The best interests of creditors test discussion in disclosure statements is accompanied by a "liquidation analysis" or discussion of what Creditors and Equity Interest Holders would receive upon liquidation of the bankruptcy estate through chapter 7 of the Bankruptcy Code. In effect, the Bankruptcy Code recognizes that the chapter 7 liquidation process is the bankruptcy process that most likely provides the greatest chance of the least amount of recovery; hence the right of the dissenting creditor, regardless of the Vote of the Class, retains this basic right.

A projection of the estimated liquidation value of the Debtors is set forth in **Exhibit G**. The Debtors offer this liquidation analysis for review by those Holders whose Claims and/or Equity Interests are Impaired by the Plan. Exhibit G includes a consolidated analysis, as well as a Debtor by Debtor liquidation analysis. The Debtors submit that Creditors shall receive recovery of at least the value that they would recover under a chapter 7 liquidation because, among other reasons: (i) of the loss of current management and a chapter 7 trustee likely being unable to run Debtors' businesses; (ii) of the additional administrative expenses involved in the appointment of a trustee and additional attorneys, accountants, and other professionals to assist such trustee (section 726(b) of the Bankruptcy Code elevates the priority of the trustee and his professionals above the administrative expenses of the chapter 11 case); (iii) of the fact that upon the appointment of a trustee the Estates' right to use cash collateral and obtain post-petition financing would terminate; (iv) the Estates would likely be unable to perform necessary contracts given the absence of line of credit financing and could likely be unable to obtain value and suffer default of those contracts; (v) the assets of the Debtors could, by losing ongoing operational

value, be valued only as standalone assets to be sold at auction, which would drastically diminish their value given the current state of the oil and gas industry and the probability of reduced maintenance subsequent to the appointment of a chapter 7 trustee and pending auction; and (vi) of the overall diminution in value of Debtors' assets resulting from the disruption and delay caused by the conversion to chapter 7 liquidation, institution of a trustee and resignation of current management.

Through chapter 7 liquidation it would be difficult if not impossible to have a case resolution that included the Restructuring Transactions such that the case resolution would be detrimental to the holders of Equity Interests. In fact, therefore, despite the Effective Date outcome of extinguishment of the Equity Interests in Castex 2005 currently held by the limited partners (common and preferred), the Plan treatment is preferable to liquidation under chapter 7 because of the beneficial results of the Restructuring Transactions under the Plan.

THE DEBTORS SUBMIT THAT THE PLAN AFFORDS RECOVERY TO HOLDERS OF CLAIMS AND EQUITY INTERESTS AT LEAST AS GREAT AS SUCH HOLDERS WOULD RECEIVE IF THE DEBTORS WERE LIQUIDATED UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.

5.4 *Valuation of the Debtors*

To determine (i) the amount of the Class 3 RBL Secured Claims (under section 506(a) of the Bankruptcy Code) and (ii) the amount of the aggregate RBL Deficiency Claim the Debtors propose the valuation analysis in **Exhibit H** to this Disclosure Statement ("Valuation Analysis"). The Valuation Analysis is proposed to establish as of the date of Confirmation of the Plan the value of the Debtors' Estates' interests in property of the Estate for purposes of determining the Valuation of the RBL Secured Claim and RBL Deficiency Claim as of the Effective Date. Also, the Valuation Analysis proposes a Reorganized Debtors' valuation for use in the event of objection to the Plan under section 1129(b) of the Bankruptcy Code and need for pursuing Confirmation thereunder. As a result of the analysis described in Exhibit H, Evercore estimated the value of the Castex 2014 Series B units held by Castex 2005 and CEP's interest in CTS-Castex, LLC to be approximately \$1 million to \$3.9 million (with a midpoint of approximately \$2.5 million) and approximately \$0 million to \$1.6 million (with a midpoint of approximately \$0.8 million), respectively, as of the Assumed Effective Date. In addition, the Total Enterprise Value range estimated by Evercore in Exhibit H includes value ascribed to CEP's interest in Castex Lafourche, L.P., including the promissory note owed to CEP by Castex Lafourche, L.P.

5.5 *Plan Supplement*

The Debtors will File certain documents that provide additional details regarding implementation of the Plan in the Plan Supplement, which will be Filed with the Bankruptcy Court no later than seven (7) days before the Voting Deadline or such later date as the Bankruptcy Court may approve. The Debtors will serve a notice that will inform all parties that the Plan Supplement was Filed, list the information included therein, and explain how copies of

the Plan Supplement may be obtained. Holders of Claims or Interests that are eligible to vote to accept or reject the Plan shall not be entitled to change their vote based on the contents of the Plan Supplement. It is anticipated that the Plan Supplement will include:

- the new limited liability company agreement of Reorganized Castex 2005 and, if applicable, Reorganized Castex Holdco;
- a list of Retained Actions;
- the New Shared Services Agreement;
- the identity of the members of the new boards and management for the Reorganized Debtors; and
- the Exit Credit Agreement.

Copies of the Plan Supplement documents will be available on the website of the Debtors' Solicitation Agent at <https://cases.primeclerk.com/castex> (free of charge) or the Bankruptcy Court's website at <http://www.txs.uscourts.gov/bankruptcy> (for a fee).

ARTICLE VI CERTAIN FACTORS TO BE CONSIDERED

Prior to voting to accept or reject the Plan, all Holders of Claims should read and carefully consider the risk factors set forth below, as well as all other information set forth or otherwise referenced in this disclosure statement. These risk factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation. Additional risks and uncertainties not presently known to the Debtors or that they currently deem immaterial may also harm their Estates.

6.1 Objections to Plan and Confirmation

Section 1129 of the Bankruptcy Code provides certain requirements for a chapter 11 plan to be confirmed. Parties-in-interest may object to confirmation of the Plan based on an alleged failure to fulfill these requirements or other reasons.

6.2 Objections to Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code provides that a plan of reorganization may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because each class of Claims and Equity Interests encompass Claims or Interests that are substantially similar to the other Claims or Equity Interests in each such class.

6.3 Failure to Obtain Confirmation of the Plan

The Debtors cannot ensure that they will receive enough acceptances to confirm the Plan. But, even if the Debtors do receive enough acceptances, there can be no assurance that the Bankruptcy Court will confirm the Plan. Even if enough acceptances are received and, with respect to those Classes deemed to have rejected the Plan, the requirements for “cramdown” are met, the Bankruptcy Court, which as a court of equity may exercise substantial discretion, may choose not to confirm the Plan or may require additional solicitations or consents prior to confirming the Plan. Section 1129 of the Bankruptcy Code requires, among other things, that the value of distributions to dissenting holders of Claims and Interests may not be less than the value such holders would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Although the Debtors believe that the Plan will meet such tests, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

The Debtors’ ability to propose and confirm an alternative plan is uncertain. Confirmation of any alternative plan under chapter 11 of the Bankruptcy Code would likely take significantly more time and result in delays in the ultimate distributions to the holders of Claims. If confirmation of an alternative plan is not possible, the Debtors would likely be liquidated under chapter 7. Based upon the Debtors’ analysis, liquidation under chapter 7 would result in distributions of reduced value, if any, to holders of Claims.

6.4 *Failure to Consummate or Effectuate a Plan*

Consummation of the Plan is conditioned upon, among other things, entry of the Confirmation Order approving any transactions contemplated thereunder. As of the date of this Disclosure Statement, there can be no assurance that any or all of the foregoing conditions will be met or that the other conditions to consummation, if any, will be satisfied. Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated and effectuated and the liquidation completed.

6.5 *Risk of Non-Occurrence of the Effective Date of the Plan*

Although the Debtors believe that the Effective Date may occur within a reasonable time following the Confirmation Date, there can be no assurance as to such timing.

6.6 *Claims Estimation*

There can be no assurance that the estimated amount of Claims is correct, and the actual Allowed amounts of Claims may differ from estimates. The estimated amounts are subject to certain risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize or should underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated therein.

6.7 *Risks Associated with the Debtors’ Business and Industry*

The risks associated with the Debtors’ business and industry include, but are not limited to, the following: (i) domestic and foreign supplies of oil and natural gas; (ii) price and quantity

of foreign imports of oil and natural gas; (iii) level of global oil and natural gas exploration and production activity; (iv) the effects of government regulation and permitting and other legal requirements; (v) competition in the oil and gas industry; (vi) uncertainties in estimating our oil and gas reserves and net present values of those reserves; (vii) uncertainties in exploring for and producing oil and gas, including exploitation, development, drilling and operating risks; (viii) weather conditions; (ix) technological advances affecting oil and natural gas production and consumption; and (x) overall U.S. and global economic conditions.

The Debtors' principal sources of liquidity historically have been cash flow from operations, sales of oil and natural gas properties, borrowings under the Credit Agreement, and issuances of debt or equity securities. If the Debtors' cash flow from operations remains depressed or decreases as a result of lower commodity prices or otherwise, the Debtors' ability to expend the capital necessary to replace proved reserves, maintain leasehold acreage, or maintain current production may be limited, resulting in decreased production and proved reserves over time. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

Sustained lower prices or any further decline in prices of oil and natural gas would not only reduce the Debtors' revenue, but could reduce the amount of oil and natural gas that they can produce economically, cause the Debtors to delay or postpone their planned capital expenditures and result in further impairments to their oil and gas properties, all of which could have a material adverse effect on the Debtors' financial condition, results of operations and reserves. If the oil and gas industry continues to experience low prices or experiences significant further price declines, the Debtors may, among other things, be unable to maintain or increase their borrowing capacity, repay current or future indebtedness or obtain additional capital on attractive terms.

The Debtors' operations are regulated extensively at the federal, state, and local levels. Environmental and other governmental laws and regulations have increased the costs to plan, design, drill, install, operate, and abandon oil and natural gas wells. Under these laws and regulations, the Debtors could also be liable for personal injuries, property, and natural resource damage and other damages. Failure to comply with these laws and regulations may result in the suspension or termination of the Debtors' operations and subject them to administrative, civil and criminal penalties. Moreover, public interest in environmental protection has increased in recent years, and environmental organizations have opposed, with some success, certain drilling projects.

BOEM requires all operators in federal waters to provide financial assurances to cover the cost of plugging and abandoning wells and decommissioning offshore facilities. On July 14, 2016, BOEM issued a new Notice to Lessees and Operators ("NTL") that augments requirements for the posting of additional financial assurance by offshore lessees, among others, to assure that sufficient funds are available to perform decommissioning obligations with respect to offshore wells, platforms, pipelines and other facilities. The NTL, effective September 12, 2016, does away with the agency's past practice of waiving supplemental bonding obligations where a company could demonstrate a certain level of financial strength. Instead, BOEM will allow companies to "self-insure," but only up to 10% of a company's "tangible net worth," which is

defined as the difference between a company's total assets and the value of all liabilities and intangible assets. The new NTL is likely to result in the loss of supplemental bonding waivers for a large number of operators on the outer continental shelf ("OCS"), which will in turn force these operators to seek additional surety bonds and could, consequently, exceed the surety bond market's current capacity for providing such additional financial assurance. Operators who have already leveraged their assets as a result of the declining oil market could face difficulty obtaining surety bonds because of concerns the surety companies may have about the priority of their lien on the operator's collateral. All of these factors may make it more difficult for the Debtors to obtain the financial assurances required by BOEM to conduct operations on the OCS. These and other changes to BOEM bonding and financial assurance requirements could result in increased costs on the Debtors' operations and consequently have a material adverse effect on their business and results of operations.

The Offshore Assets and Onshore Assets are within South Louisiana and the Gulf of Mexico (off the coast, primarily, of Louisiana). Accordingly, if the level of production from these properties substantially declines or is otherwise subject to a disruption in operations resulting from operational problems, government intervention (including potential regulation) or natural disasters, it could have a material adverse effect on the Reorganized Debtors' overall production level and revenue.

The Reorganized Debtors' operations are located primarily on the OCS in the Gulf of Mexico and in south Louisiana. A number of companies are currently operating in the Gulf of Mexico. If drilling in these areas continues to be successful, the amount of natural gas and oil being produced could exceed the capacity of the various gathering and intrastate or interstate transportation pipelines currently available in this region. If this occurs, it will be necessary for new pipelines and gathering systems to be built. In addition, capital constraints could limit the Reorganized Debtors' ability to build intrastate gathering systems necessary to transport its natural gas and oil to interstate pipelines. In such an event, the Reorganized Debtors might have to shut in its wells awaiting a pipeline connection or capacity or sell natural gas production at significantly lower prices than those quoted on NYMEX or that they currently project, which would adversely affect their results of operations. Further, third parties in control of production handling and transportation could cause shut in of facilities and transportation systems, outside the control of the Reorganized Debtors.

A portion of the Reorganized Debtors' oil and natural gas production may be interrupted, or shut in, from time to time for numerous reasons, including as a result of weather conditions, accidents, loss of pipeline or gathering system access, field labor issues or strikes, or they might voluntarily curtail production in response to market conditions. If a substantial amount of production is interrupted at the same time, it could temporarily adversely affect their cash flow.

The nature of the oil and natural gas exploration and production business involves certain operating hazards such as: well blowouts; cratering; explosions; uncontrollable flows of oil; natural gas, brine or well fluids; fires; formations with abnormal pressures; environmental hazards such as crude oil spills; natural gas leaks; pipeline and tank ruptures; unauthorized discharges of brine, well stimulation, and completion fluids or toxic gases into the environment; encountering naturally occurring radioactive materials; other pollution; and other hazards and

risks.

Any of these operating hazards could result in substantial losses to the Reorganized Debtors. As a result, substantial liabilities to third parties or governmental entities may be incurred. The payment of these amounts could reduce or eliminate the funds available for exploration, development, or acquisitions. These reductions in funds could result in a loss of the Reorganized Debtors' properties. Additionally, the Reorganized Debtors' oil and natural gas operations are located in areas that are subject to weather disturbances such as hurricanes. Some of these disturbances can be severe enough to cause substantial damage to facilities and possibly interrupt production.

The Debtors currently and the Reorganized Debtors will maintain general and excess liability policies, which they consider to be reasonable and consistent with industry standards. These policies generally cover: personal injury; bodily injury; third party property damage; medical expenses; legal defense costs; pollution in some cases; well blowouts in some cases; and workers compensation. As is common in the oil and natural gas industry, the Reorganized Debtors will not insure fully against all risks associated with their businesses either because such insurance is not available or because they believe the premium costs are prohibitive. A loss not fully covered by insurance could have a materially adverse effect on the financial positions and results of operations of the Reorganized Debtors. There can be no assurance that the insurance coverage that they maintain will be sufficient to cover every claim made against the Reorganized Debtors in the future. A loss in connection with their oil and natural gas properties could have a materially adverse effect on their financial position and results of operations to the extent that the insurance coverage provided under insurance policies cover only a portion of any such loss.

6.8 *The Loss of Key Personnel and/or CEI's Management Services Could Adversely Affect the Debtors' Operations*

The Debtors' operations are dependent on a relatively small group of key management personnel, including the management services provided by CEI pursuant to the Shared Services Agreement. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the Debtors may experience increased levels of employee attrition. Because competition for experienced personnel in the oil and gas industry can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtors' ability to operate their businesses.

6.9 *Certain Tax Considerations, Risks and Uncertainties*

THERE ARE A NUMBER OF MATERIAL INCOME TAX CONSIDERATIONS, RISKS, AND UNCERTAINTIES ASSOCIATED WITH CONSUMMATION OF THE PLAN AND WITH FUTURE PERFORMANCE UNDER THE PLAN AFTER THE EFFECTIVE DATE. INTERESTED PARTIES SHOULD READ CAREFULLY THE DISCUSSION SET FORTH IN THIS DISCLOSURE STATEMENT FOR A DISCUSSION OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES BOTH TO THE DEBTORS AND TO HOLDERS OF CLAIMS THAT ARE IMPAIRED UNDER THE PLAN.

6.10 *Future legislation may result in the elimination of certain U.S. federal income tax deductions currently available with respect to oil and natural gas exploration and production. Additionally, future federal or state legislation may impose new or increased taxes or fees on oil and natural gas extraction*

Potential legislation, if enacted into law, could make significant changes to U.S. federal and state income tax laws, including the elimination of certain key U.S. federal income tax incentives currently available to oil and gas exploration and production companies. These changes may include, but are not limited to (i) the elimination of current deductions for intangible drilling and development costs; (ii) the modification of the deduction for certain U.S. production activities; and (iii) changes in the amortization period for certain geological and geophysical expenditures. It is unclear whether these or similar changes will be enacted and, if enacted, how soon any such changes could become effective. The passage of this legislation or any other similar changes in U.S. federal and state income tax laws could eliminate or postpone certain tax deductions that are currently available with respect to oil and natural gas exploration and development, and any such change could negatively affect the Reorganized Debtors' financial condition and results of operations.

6.11 *The Exit Credit Agreement May Impose Significant Additional Costs and Operating and Financial Restrictions on the Reorganized Debtors, Which May Prevent Them From Capitalizing on Business Opportunities and Taking Certain Actions*

The Exit Credit Agreement may impose significant additional costs and operating and financial restrictions. These restrictions may also limit the ability of the Reorganized Debtors to, among other things: incur additional indebtedness or issue certain (voting) preferred stock; pay dividends or make other distributions; make other restricted payments or investments; sell assets or use the proceeds from asset sales; create liens; maintain a cash balance in excess of a specified cap; incur general and administrative expenses in excess of a specified cap; engage in transactions with affiliates; and consolidate, merge, or transfer all or substantially all of the Reorganized Debtors' assets.

The Reorganized Debtors' compliance with these provisions may materially adversely affect their ability to react to changes in market conditions, take advantage of business opportunities they believe to be desirable, obtain future financing, fund needed capital expenditures, finance acquisitions, equipment purchases and development expenditures, or withstand the present or any future downturn in its business.

6.12 *The Exit Credit Agreement May Include Financial Covenants That Limit the Financial Flexibility of the Reorganized Debtors*

The Exit Credit Agreement may require financial covenants that, among other things, require the Reorganized Debtors to maintain a minimum amount of liquidity, a leverage ratio, and asset coverage ratios. Compliance with these financial covenants may restrict future business and financing activity, including the ability to incur future indebtedness. In addition, the ability of the Reorganized Debtors to comply with these financial covenants may be affected

by events outside of their control, and they cannot provide assurance that they will be able to meet these financial covenants. Failure to comply with these financial covenants could lead to a default under the Exit Credit Agreement.

6.13 *Certain Risks Relating to the Shares of New Equity Interests Issued Under the Plan*

- Significant Holders

As set forth above, after the Effective Date, the DIP Lenders and to holders of RBL Secured Claims will receive 100% of the New Equity Interests, subject to the dilution for the Management Incentive Plan and as otherwise set forth herein. Such Holders will be in a position to control the outcome of all actions requiring equity holder approval, including the election of directors. This concentration of ownership could also facilitate or hinder a negotiated change of control of the Reorganized Debtors and, consequently, have an impact upon the value of the New Equity Interests.

- Lack of Established Market for New Equity Interests

A liquid trading market for the New Equity Interests issued under the Plan likely does not exist. The future liquidity of the trading markets for the New Equity Interests will depend, among other things, upon the number of Holders of such securities and whether such securities become listed for trading on an exchange or trading system at some future time.

- The Financial Projections Set forth in this Disclosure Statement May Not Be Achieved

The Financial Projections are based on numerous assumptions that are an integral part thereof, including, but not limited to, Confirmation and consummation of the Plan in accordance with its terms, the anticipated future performance of the Reorganized Debtors, industry performance, general business and economic conditions, competition, adequate financing, absence of material claims, the ability to make necessary capital expenditures, the ability to establish strength in new markets and to maintain, improve, and strengthen existing markets, customer purchasing trends and preferences, the ability to increase gross margins and control future operating expenses, and other matters, many of which are beyond the control of the Reorganized Debtors. In addition, unanticipated events and circumstances occurring subsequent to the date of this Disclosure Statement may affect the actual financial results of the operations of the Reorganized Debtors. These variations may be material and adverse. Because the actual results achieved throughout the periods covered by the Financial Projections will vary from the projected results, the Financial Projections should not be relied upon as a guaranty, representation, or other assurance of the actual results that will occur.

ARTICLE VII

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

7.1 *Introduction*

THE FOLLOWING DISCUSSION SUMMARIZES CERTAIN UNITED STATES (“U.S.”) FEDERAL INCOME TAX CONSEQUENCES OF THE IMPLEMENTATION OF THE PLAN TO THE DEBTORS, THE REORGANIZED DEBTORS AND CERTAIN HOLDERS OF CLAIMS OR EQUITY INTERESTS. THIS SUMMARY IS BASED ON THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “TAX CODE”), THE U.S. TREASURY REGULATIONS PROMULGATED THEREUNDER (THE “TREASURY REGULATIONS”), JUDICIAL DECISIONS AND PUBLISHED ADMINISTRATIVE RULES, AND PRONOUNCEMENTS OF THE INTERNAL REVENUE SERVICE (THE “IRS”), ALL AS IN EFFECT ON THE DATE HEREOF (COLLECTIVELY, “APPLICABLE TAX LAW”). CHANGES IN THE APPLICABLE TAX LAW OR NEW INTERPRETATIONS OF THE APPLICABLE TAX LAW MAY HAVE RETROACTIVE EFFECT AND COULD SIGNIFICANTLY AFFECT THE U.S. FEDERAL INCOME TAX CONSEQUENCES DESCRIBED BELOW. THE DEBTORS HAVE NOT REQUESTED, AND WILL NOT REQUEST, ANY RULING OR DETERMINATION FROM THE IRS OR ANY OTHER TAXING AUTHORITY WITH RESPECT TO THE TAX CONSEQUENCES DISCUSSED HEREIN, AND THE DISCUSSION BELOW IS NOT BINDING UPON THE IRS OR THE COURTS. NO ASSURANCE CAN BE GIVEN THAT THE IRS WOULD NOT ASSERT, OR THAT A COURT WOULD NOT SUSTAIN, A DIFFERENT POSITION THAN ANY POSITION DISCUSSED HEREIN.

THIS SUMMARY DOES NOT ADDRESS FOREIGN, STATE, OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A HOLDER IN LIGHT OF ITS INDIVIDUAL CIRCUMSTANCES OR TO A HOLDER THAT MAY BE SUBJECT TO SPECIAL TAX RULES (SUCH AS PERSONS WHO ARE RELATED TO THE DEBTORS WITHIN THE MEANING OF THE TAX CODE, FOREIGN TAXPAYERS, BROKER-DEALERS, BANKS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, TAX EXEMPT ORGANIZATIONS, PASS-THROUGH ENTITIES, BENEFICIAL OWNERS OF PASS-THROUGH ENTITIES, SUBCHAPTER S CORPORATIONS, PERSONS WHO HOLD CLAIMS OR EQUITY INTERESTS OR WHO WILL HOLD THE NEW EQUITY INTERESTS AS PART OF A STRADDLE, HEDGE, CONVERSION TRANSACTION, OR OTHER INTEGRATED INVESTMENT, PERSONS USING A MARK-TO-MARKET METHOD OF ACCOUNTING, AND HOLDERS OF CLAIMS OR EQUITY INTERESTS WHO ARE THEMSELVES IN BANKRUPTCY). FURTHERMORE, THIS SUMMARY ASSUMES THAT A HOLDER OF A CLAIM OR EQUITY INTEREST HOLDS ONLY CLAIMS OR EQUITY INTERESTS IN A SINGLE CLASS AND HOLDS A CLAIM OR EQUITY INTEREST ONLY AS A “CAPITAL ASSET” (WITHIN THE MEANING OF SECTION 1221 OF THE TAX CODE). THIS SUMMARY ALSO ASSUMES THAT THE VARIOUS DEBT AND OTHER ARRANGEMENTS TO WHICH ANY OF THE DEBTORS ARE A PARTY WILL BE RESPECTED FOR U.S. FEDERAL INCOME TAX PURPOSES IN ACCORDANCE WITH THEIR FORM, AND THAT THE CLAIMS CONSTITUTE INTERESTS IN THE DEBTORS “SOLELY AS A CREDITOR” FOR PURPOSES OF SECTION 897 OF THE

TAX CODE. THIS SUMMARY DOES NOT DISCUSS DIFFERENCES IN TAX CONSEQUENCES TO HOLDERS OF CLAIMS OR EQUITY INTERESTS THAT ACT OR RECEIVE CONSIDERATION IN A CAPACITY OTHER THAN ANY OTHER HOLDER OF A CLAIM OR EQUITY INTEREST OF THE SAME CLASS OR CLASSES, AND THE TAX CONSEQUENCES FOR SUCH HOLDERS MAY DIFFER MATERIALLY FROM THAT DESCRIBED BELOW. EXCEPT WHERE MAY BE SPECIFICALLY NOTED BELOW, THIS SUMMARY DOES NOT ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS WHOSE CLAIMS ARE NOT IMPAIRED.

For purposes of this discussion, a “U.S. Holder” is a Holder of a Claim or Equity Interest that is: (a) an individual citizen or resident of the United States for U.S. federal income tax purposes; (b) a corporation (or other Entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (c) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (d) a trust (i) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more United States persons have authority to control all substantial decisions of the trust or (ii) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a “non-U.S. Holder” is any Holder of a Claim or Equity Interest that is not a U.S. Holder other than any partnership (or other Entity treated as a partnership or other pass-through Entity for U.S. federal income tax purposes).

If a partnership (or other Entity treated as a partnership or other pass-through Entity for U.S. federal income tax purposes) is a Holder of a Claim or Equity Interest, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the Entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims or Equity Interests should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. ALL HOLDERS OF CLAIMS OR INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

7.2 Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors

- (a) The Restructuring Transactions Are Being Structured as a Taxable Transaction

In general, the Restructuring Transactions are being structured as a taxable transfer of assets by the Debtors to the Reorganized Debtors by the conveyance of such assets from CEH LP (and consequently the assets of the other Debtors, who are subsidiaries of CEH LP) to Reorganized Castex Holdco. In connection with the taxable transfer of assets, the Holders of the RBL Claims and the Holders of the DIP Claims will surrender those Claims to Reorganized Castex Holdco in exchange for loans under the Credit Agreement, Exit Senior Secured Term Loans and New Equity Interests of Reorganized Castex Holdco. The tax consequences of these transactions on Castex 2005, the other Debtors, and the holders of Claims and Equity Interests in the Debtors are described immediately below. A detailed description of the Restructuring Transactions is set forth in Article 6.2 of the Plan and in Article 4.6(d) of this Disclosure Statement.

The Debtors other than Castex 2005 and COI are disregarded entities of Castex 2005 for U.S. federal income tax purposes, and the merger of CELL II and CELL IV with and into Castex 2005 as part of the Restructuring Transactions should be ignored for U.S. federal income tax purposes, as should the contribution of the stock of COI by Castex 2005 to CEP. The conveyance of the Equity Interests in Castex 2005 to Reorganized Castex Holdco should be treated as a taxable transfer of all of the Debtors' assets and the stock of COI in exchange for the assumption of the indebtedness of Debtors by Reorganized Castex Holdco for federal income tax purposes. Because CEH LP will be a partnership for U.S. federal income tax purposes, CEH LP's items of gain or loss in connection with these transfers should be allocated to the Holders of Equity Interests of CEH LP. The Debtors expect that substantial losses should be generated in connection with such transfers, but the amount of loss allocated to any particular unitholder will depend on the value of the Debtors' assets on the Effective Date, which value will be determined by Reorganized Castex Holdco's Board of Managers after the Effective Date, and the personal circumstances of the Holder (including the amount the Holder paid for the Equity Interest of Castex 2005 and their holding period). With the exception of COI, which is a wholly-owned subsidiary of Castex 2005, each of the Debtors is treated as a partnership or "disregarded entity" for U.S. federal income tax purposes, and accordingly the U.S. federal income tax consequences of the Plan generally will not be borne by the Debtors but instead will be borne by the Holders of the Equity Interests of CEH LP.

The cancellation of Claims against the Debtors should give rise to cancellation of indebtedness income ("CODI"). Because Castex Energy Holdings, L.P. will be a partnership for U.S. federal income tax purposes, such CODI will be allocated to the Holders of Equity Interests in CEH LP. The CODI may be offset by any ordinary losses generated by the taxable sale of assets by Castex Energy Holdings, L.P. to Reorganized Castex Holdco. The amount of CODI will depend on the value of the Reorganized Debtors' assets as of the Effective Date, which value will be determined by Reorganized Castex Holdco's Board of Managers after the Effective Date.

Unless the parties otherwise jointly elect (and such election is not intended to be made in connection with the Restructuring Transactions), the Tax Code requires a modification of a debt instrument as part of a sale or exchange (for U.S. federal income tax purposes) to be treated as one in which the assumed debt instrument was first modified and then the modified debt instrument was assumed in the sale or exchange, with the effect that the modification is treated

as occurring before the sale or exchange. The CODI attributable to the modification of the debt instruments will therefore be deemed to be recognized while the debt is still an obligation of the seller.

Accordingly, because the joint election will not be made by the parties, CEH LP will first recognize CODI attributable to the exchange of RBL Claims and the DIP Claims for the loans under the Exit Credit Agreement and the Exit Senior Secured Term Loans. CEH LP should then recognize gain or loss arising from the sale of the assets of Debtors in exchange for the assumption of the loans under the Exit Credit Agreement and the Exit Senior Secured Term Loans. Following the sale of assets of Debtors, Reorganized Castex Holdco should be deemed to issue New Equity Interests to the Holders of the loans under the Exit Credit Agreement and the Exit Secured Term Loans Pro Rata in accordance with the relative principal amount held by such Holder in exchange for the surrender by each Holder of an equivalent value of loans under the Exit Credit Agreement and the Exit Secured Term Loans.

7.3 Certain U.S. Federal Income Tax Consequences to Certain U.S. Holders of Claims or Equity Interests

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. Holders of Claims or Equity Interests are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

As part of the Plan, the loans under the Prepetition Loan Documents and DIP Loan Documents will be satisfied, in whole or in part, with loans under the Exit Credit Agreement or the Exit Senior Secured Term Loans and New Equity Interests. For U.S. federal income tax purposes, this will be treated as a modification of the loans. Generally, a modification of a debt instrument will be treated, for U.S. federal income tax purposes, as resulting in a deemed exchange of an old debt instrument for a new debt instrument if the modification is “significant”, as determined for U.S. federal income tax purposes. The Treasury Regulations provide that a modification of a debt instrument is generally a “significant modification” for U.S. federal income tax purposes if, based on all the facts and circumstances and considering certain modifications of the debt instrument collectively, the degree to which the legal rights and obligations are altered is “economically significant.” As a result of the modifications between the loans under the Prepetition Loan Documents and DIP Loan Documents, the Debtors believe there will be an “exchange” for federal income tax purposes of the loans under the Prepetition Loan Documents and DIP Loan Documents for the loans under the Exit Credit Agreement or the Exit Senior Secured Term Loans and New Equity Interests, and will result in Holders of such Claims recognizing gain or loss.

(a) U.S. Federal Income Tax Consequences to U.S. Holders of Allowed RBL Secured Claims

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed RBL Secured Claim agrees to a less favorable treatment of its Allowed RBL Secured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim, the U.S.

Holder of such Claim shall receive its Pro Rata share of 100% of the New Equity Interests (reduced by the portion allocated and reserved for the Management Incentive Plan and the General Equity Pool, and subject to dilution by DIP Equity Shares). In addition, (a) if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, such Holder will receive its Pro Rata share of \$90 million of loans and \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of \$55 million of term loans under the Exit Credit Agreement (in each case subject to reduction in accordance with “Schedule 1” to the Plan Term Sheet); or (b) if such Holder (x) abstains from voting on the Plan, (y) votes to reject the Plan, or (z) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, such Holder will receive its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term Loans determined in accordance with “Schedule 2” to the Plan Term Sheet. In addition, on the Effective Date, the Debtors or Reorganized Debtors (as applicable) shall pay all fees, costs, expenses, and disbursements of the Agents, the DIP Secured Parties, and the Consenting Lenders (including the fees, costs, expenses, and disbursements of counsel, consultants, and any other advisors for such Persons), in each case, that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the applicable DIP Order or the Restructuring Support Agreement without regard to any applicable review period provided by such DIP Order or Restructuring Support Agreement.

U.S. Holders of RBL Secured Claims should be treated as exchanging such Claim for either (a) New Equity Interests and loans and commitments under the Exit Credit Agreement, or (b) New Equity Interests and Exit Senior Secured Term Loans (as applicable), each in a taxable exchange under section 1001 of the Tax Code. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (a) either (i) the sum of the fair market value of the New Equity Interests and the issue price of the loans and commitments under the Exit Credit Agreement, or (ii) the sum of the value of the New Equity Interests and the issue price of the Exit Senior Secured Term Loans (as applicable and as discussed in Article 7.3(i) of this Disclosure Statement, entitled “Determination of Issue Price for the Exit Credit Agreement and the Exit Senior Secured Term Loans” received by such U.S. Holder in exchange for the Claim, and (b) such U.S. Holder’s adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder’s hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. The deductibility of capital losses is subject to limitations, as discussed in Article 7.3(h) of this Disclosure Statement, entitled “Limitation on Use of Capital Losses”.

A U.S. Holder’s tax basis in its Pro Rata share of the New Equity Interests and the loans and commitments under the Exit Credit Agreement or the Exit Senior Secured Term Loans (as applicable) received should equal the fair market value of such New Equity Interests and the issue price such Pro Rata share of the loans and commitments under the Exit Credit Agreement or the Exit Senior Secured Term Loans (as applicable) as of the Effective Date. A U.S. Holder’s holding period for its Pro Rata share of the New Equity Interests and the loans and commitments

under the Exit Credit Agreement or the Exit Senior Secured Term Loans (as applicable) should begin on the day following the Effective Date.

The tax consequences of the consummation of the Plan to a U.S. Holder of an RBL Deficiency Claim is discussed in Article 7.3(c) of this Disclosure Statement, entitled “U.S. Federal Income Tax Consequences to U.S. Holders of Allowed General Unsecured Claims”.

(b) U.S. Federal Income Tax Consequences to U.S. Holders of Allowed DIP Claims

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed DIP Claim agrees to a less favorable treatment of its Allowed DIP Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim, the U.S. Holder of such Claim shall receive (i) an amount in Cash equal to its Pro Rata share of the Allowed amount of all accrued and unpaid interest, fees, and penalties under the DIP Loan Documents as of the Effective Date, (ii) a principal amount of term loans under the Exit Credit Agreement equal to its Pro Rata share of the Allowed amount of all outstanding principal loans under the DIP Credit Agreement as of the Effective Date, and (iii) its DIP Equity Share of New Equity Units. Distribution to each Holder of an Allowed DIP Claim shall be subject to the rights and the terms of the Exit Credit Agreement.

A U.S. Holder of an Allowed DIP Claim will be treated as receiving its distributions under the Plan in a taxable exchange under section 1001 of the Tax Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest, each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (a) the sum of the Cash received, the fair market value of the DIP Equity Share of the New Equity Interests, and the issue price of the term loans under the Exit Credit Agreement received in exchange for the Claim (as discussed in Article 7.3(i) of this Disclosure Statement, entitled “Determination of Issue Price for the Exit Credit Agreement and the Exit Senior Secured Term Loans” and (b) such U.S. Holder’s adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder’s hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. The deductibility of capital losses is subject to limitations, as discussed in Article 7.3(h) of this Disclosure Statement, entitled “Limitation on Use of Capital Losses”.

U.S. Holders of such Claims should obtain a tax basis in the term loans under the Exit Credit Agreement, other than any such amounts treated as received in satisfaction of accrued but untaxed interest, equal to the issue price of the term loans as of the Effective Date. A U.S. Holder’s tax basis in its New Equity Interests received should equal the fair market value of such New Equity Interests as of the Effective Date. The holding period for any such loans under the Exit Credit Agreement and the New Equity Interests should begin on the day following the Effective Date.

(c) U.S. Federal Income Tax Consequences to U.S. Holders of Allowed General Unsecured Claims

Pursuant to the Plan, except to the extent that a U.S. Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim, the U.S. Holder of such Claim shall receive its Pro Rata share of the Unsecured Claims Cash Distribution, which Cash distribution shall be made in accordance with Article 8.8 of the Plan; provided, however, that if (i) each Class of General Unsecured Claims accepts the Plan, (ii) the Committee and each member of the Committee (in its individual capacity on account of any Claim or Equity Interest, in its capacity as a member of the Committee, or in any other capacity) do not object to confirmation of the Plan, and (iii) no “Challenge” or “Standing Motion” (each as defined in the Final DIP Order) is filed with the Bankruptcy Court or any other court of competent jurisdiction, then each Prepetition Lender voting to accept the Plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its Allowed RBL Deficiency Claim for the benefit of Holders of other Allowed General Unsecured Claims (collectively, the “Beneficiary Claimants”) such that each Beneficiary Claimant shall receive a Cash distribution on account of its Allowed General Unsecured Claim in an amount equal to the lesser of (A) the Allowed amount of its General Unsecured Claim and (B) its Pro Rata share (determined without regard to the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan. For the avoidance of doubt, if any event described in clauses (i), (ii), or (iii) of the immediately preceding sentence does not occur, each Holder of an Allowed General Unsecured Claim (including each Prepetition Lender on account of its Allowed RBL Deficiency Claim) shall receive its Pro Rata share (determined with regard to the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution.

U.S. Holders of Allowed General Unsecured Claims should be treated as exchanging such Claims for the consideration received in a taxable exchange under section 1001 of the Tax Code. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claim should recognize gain or loss equal to the difference between (a) the Cash received in exchange for the Claim and (b) such U.S. Holder’s adjusted basis, if any, in such Claim. If a U.S. Holder of an RBL Deficiency Claim waives its right to its Pro Rata share of the Unsecured Claims Cash Distribution because the conditions described in clauses (i), (ii), and (iii) of the preceding paragraph have been satisfied, such U.S. Holder should recognize loss equal to such U.S. Holder’s adjusted basis, if any, in such Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder’s hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. The deductibility of capital losses is subject to limitations, as discussed in Article 7.3(h) of this Disclosure Statement, entitled “Limitation on Use of Capital Losses”.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS

CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

(d) U.S. Federal Income Tax Consequences to U.S. Holders of Castex 2005 Preferred Units

Pursuant to the Plan, all Preferred Units obtained by CEH LP from the Holders of Castex 2005 Preferred Units (in exchange for CEH LP Preferred Units), shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and CEH LP will receive no recovery for its Castex 2005 Preferred Units, and the CEH LP Preferred Units should recognize loss equal to the tax basis of their CEH LP Preferred Units.

Because CEH LP is modifying the Debtors' indebtedness and is transferring all of the assets of the Debtors to Reorganized Castex Holdco in a taxable transaction (*see* Article 7.2(a) of this Disclosure Statement entitled, "The Restructuring Transactions Are Being Structured as a Taxable Transaction"), CEH LP will recognize CODI from the exchange of RBL Claims for loans under the Exit Credit Agreement and the Exit Senior Secured Term Loans and will recognize gain or loss from the deemed asset transfer. None of the CODI will be allocated to the Holders of the CEH LP Preferred Units, but it is possible that some of the loss (if any) arising from the deemed asset transfer may be allocated to the Holders of the CEH LP Preferred Units if the loss cannot be allocated to the Holders of the CEH LP Regular Units because the losses exceed the positive capital accounts of the Holders of the CEH LP Regular Units. Any loss allocated to a Holder of CEH LP Preferred Units will decrease the tax basis of that Holder's CEH LP Preferred Units. These adjustments to the tax basis of the CEH LP Preferred Units will occur prior to the cancellation of such Preferred Units for no consideration.

(e) U.S. Federal Income Tax Consequences to U.S. Holders of Castex 2005 Regular Units

Pursuant to the Plan, the Castex 2005 Regular Units obtained by CEH LP from the Holders of Castex 2005 Regular Units (in exchange for CEH LP Regular Units) shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and CEH LP will receive no recovery for its Castex 2005 Regular Units and the Holders of CEH LP Regular Units should recognize loss equal to the tax basis of their CEH LP Regular Units.

Because CEH LP is modifying the Debtors' indebtedness and is transferring all of the assets of the Debtors to Reorganized Castex Holdco in a taxable transaction (*see* Article 7.2(a) of this Disclosure Statement entitled, "The Restructuring Transactions Are Being Structured as a Taxable Transaction"), CEH LP will recognize CODI from the exchange of RBL Claims for loans under Exit Credit Agreement and the Exit Senior Secured Term Loans and will recognize gain or loss from the deemed asset transfer. The CODI recognized by CEH LP will be allocated to the Holders of the CEH LP Regular Units in accordance CEH LP limited partnership agreement. Additionally, gain or loss arising from the deemed asset transfer will be allocated to the Holders of the CEH LP Regular Units in accordance with the CEH LP limited partnership. Any gain allocated to a Holder of CEH LP Regular Units will increase the tax basis of that

Holder's CEH LP Regular Units, and any loss allocated to a Holder of CEH LP Regular Units will decrease the tax basis of that Holder's CEH LP Regular Units. These adjustments to the tax basis of the CEH LP Regular Units will occur prior to the cancellation of such Regular Units for no consideration.

(f) Accrued Interest

To the extent that any amount received by a U.S. Holder of a Claim is attributable to accrued but unpaid interest on the debt instruments constituting the surrendered Claim, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (to the extent not already taken into income by the U.S. Holder). Conversely, a U.S. Holder of a Claim may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent that any accrued interest previously was included in the U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them.

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

(g) Market Discount

Under the "market discount" provisions of the Tax Code, some or all of any gain realized by a U.S. Holder of a Claim who exchanges the Claim for an amount on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by

the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of a Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued).

U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR CLAIMS.

(h) Limitation on Use of Capital Losses

A U.S. Holder of a Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (a) \$3,000 (\$1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, capital losses may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

(i) Determination of Issue Price for the Exit Credit Agreement and the Exit Senior Secured Term Loans

As noted above, Holders of RBL Secured Claims will receive their Pro Rata share of (a) New Equity Interests and (b) either (i) the loans and commitments under the Exit Credit Agreement, or (ii) the Exit Senior Secured Term Loans (as applicable), in satisfaction of their Claims. In each case, the amount of gain or loss recognized by U.S. Holders of such Claims will be determined, in part, by the issue price of a U.S. Holder's Pro Rata share of the new debt received. The determination of "issue price" for purposes of this analysis will depend, in part, on whether the RBL Secured Claims, the loans under the Exit Credit Agreement and the Exit Senior Secured Term Loans are traded on an established market for U.S. federal income tax purposes. The issue price of a debt instrument that is traded on an established market (or that is issued for Claims against the Debtors that are so traded) would be the fair market value of such debt instrument (or the Claims so traded, if the new debt instrument is not traded) on the Effective Date as determined by such trading. The issue price of a debt instrument that is neither so traded nor issued for Claims that are so traded would be its stated principal amount (provided that the interest rate on the debt instrument exceeds the applicable federal rate published by the IRS). New debt instruments (or Claims against the Debtors) may be considered to be traded on an established market for these purposes even if no trades actually occur and there are merely firm or indicative quotes with respect to such new debt or Claims.

Although not free from doubt, the Debtors believe it is likely that the RBL Secured Claims against the Debtors and/or the loans under the Exit Credit Agreement being issued will be considered to be traded on an established market for these purposes. As a result, the issue price of loans under the Exit Credit Agreement may not equal their stated redemption price at maturity and such debt instruments may be treated as issued with original issue discount (“OID”). However, this is outside the control of the Debtors and the Reorganized Debtors, so there can be no assurance that the loans under the Exit Credit Agreement will be traded on an established market on or after the Effective Date. If the loans under the Exit Credit Agreement are not treated as traded on an established market, then the issue price for such loans should be the stated redemption price at maturity and accordingly such debt instruments will not be issued with OID.

Where debt instruments are treated as being issued with OID, a U.S. Holder of such debt instrument will generally be required to include any OID in income over the term of such debt instrument in accordance with a constant yield-to-maturity method, regardless of whether the U.S. Holder is a cash or accrual method taxpayer, and regardless of whether and when such U.S. Holder received cash payments of interest on such debt instrument (other than cash attributable to qualified stated interest, which is includible in income in accordance with the U.S. Holder’s normal method of tax accounting). Accordingly, a U.S. Holder could be treated as receiving income in advance of a corresponding receipt of cash. Any OID that a U.S. Holder includes in income will increase the tax basis of the U.S. Holder in its interest in such debt instrument. A U.S. Holder of an interest in such new debt instruments will not be separately taxable on any cash payments that have already been taxed under the OID rules, but will reduce its tax basis in the pro rata shares of such debt instruments by the amount of such payments.

Because the Exit Senior Secured Term Loans have an aggregate principal amount of less than \$100 million,³⁰ the Exit Senior Secured Term Loans should be deemed under the applicable Treasury Regulations to be not traded on an established market even if there are firm or indicative quotes with respect to such Exit Senior Secured Term Loans. As a result, the issue price of the Exit Senior Secured Term Loans should equal their stated redemption price at maturity and accordingly such debt instruments will not be issued with OID.

In general, interest (including OID) received or accrued by U.S. Holders should be treated as ordinary income.

(j) U.S. Federal Income Tax Consequences to Holders of Owning and Disposing of New Equity Interests³¹

The New Equity Interests will constitute a single class of equity interest in a state-law

³⁰ Subject to confirmation of this amount.

³¹ The form of the New Equity Interests to be issued pursuant to the Management Incentive Plan has not been determined as of the date hereof (although Debtors expect that such New Equity Interests will be equivalent to those issued to the U.S. Holders), and so the U.S. federal income tax treatment of the New Equity Interests issued pursuant to the Management Incentive Plan is not discussed herein.

limited liability company. The Restructuring Support Agreement requires that the Plan and the corporate form of Reorganized Castex Holdco (i.e., the issuer of the New Equity Interests) be structured (i) to achieve a tax efficient structure, in a manner acceptable to the Debtors, the RBL Agent (as defined in the Restructuring Support Agreement), and the Required Consenting Lenders after appropriate diligence by the respective parties or (ii) as provided by the Restructuring Transactions, subject to the review and approval of the RBL Agent and the Required Consenting Lenders. While the final corporate form of the issuer of the New Equity Interests is expected to be a limited liability company, its classification for U.S. federal income tax purposes has not been determined as of the date hereof. The Debtors expect that such Entity will be classified as a partnership for U.S. federal income tax purposes, but it could elect to be classified as an associating taxed as a corporation. The discussion below briefly addresses both alternatives.

(k) Distributions/Dividends on New Equity Interests

Partnership

A tax partnership generally does not pay entity-level income tax, but passes income, gain, loss and deductions through to its partners. A partner may be allocated net taxable income or gain in any taxable year, but may not receive any distributions for that year and so may be required to use other sources of funds to pay any income taxes arising from such income or gain.

Any distributions made on account of the New Equity Interests issued by a tax partnership will constitute a non-taxable return of capital to the extent of the U.S. Holder's tax basis in the New Equity Interests, reducing the U.S. Holder's basis in such interests. Any such distributions in excess of the Holder's basis in its New Equity Interests (determined on an aggregate basis) generally should be treated as capital gain. The U.S. Holder's basis in the New Equity Interests will be increased by contributions of capital and allocations of income or gain and decreased by distributions received and allocations of deductions or losses; indebtedness of the partnership that is allocated to the U.S. Holder will provide the U.S. Holder additional basis in the New Equity Interests, but that additional basis will be reduced as such indebtedness is repaid.

Corporation

Any distributions made on account of the New Equity Interests issued by an entity treated as a corporation for federal income tax purposes will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of such corporation as determined under U.S. federal income tax principles. To the extent that a U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in its shares. Any such distributions in excess of the Holder's basis in its shares (determined on a share-by-share basis) generally should be treated as capital gain.

Dividends paid to U.S. Holders that are corporations generally should be eligible for the

dividends-received deduction so long as there are sufficient earnings and profits. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a U.S. Holder has held its New Equity Interests is reduced for any period during which the Holder's risk of loss with respect to the New Equity Interests is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the New Equity Interests on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

(l) Sale, Redemption, or Repurchase of New Equity Interests

Unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of New Equity Interests; however, if the New Equity Interests are issued by a tax partnership, then a portion of the profit may be ordinary income if attributable to inventory or unrealized receivables of the partnership, or recaptured depreciation or depletion. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder held the New Equity Interests for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations. *See* Article 7.3(h) of this Disclosure Statement, entitled "Limitation on Use of Capital Losses."

(m) Medicare Tax

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, income allocated from certain partnerships, dividends paid by a corporation, and gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of partnership interests and corporate stock.

7.4 *Certain U.S. Federal Income Tax Consequences to Certain non-U.S. Holders of Claims or Equity Interests*

(a) Consequences to Non-U.S. Holders of Claims or Equity Interests

The following discussion includes only certain U.S. federal income tax consequences of the Restructuring Transactions to non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to non-U.S. Holders are complex. Each non-U.S. Holder should consult its own tax advisor regarding the U.S. federal, state, and local and the foreign tax consequences of the consummation of the Plan to such non-U.S. Holders and the ownership and disposition of the various forms of consideration non-U.S. Holders may receive under the Plan.

Whether a non-U.S. Holder realizes gain or loss on the exchange and the amount of such gain or loss is generally determined in the same manner as set forth above in connection with

U.S. Holders.

(b) Gain Recognition

Subject to the FIRPTA rules discussed below, any gain realized by a non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (a) the non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such non-U.S. Holder in the United States).

If the first exception above applies, to the extent that any gain is taxable and does not qualify for deferral, the non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception above applies, the non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the non-U.S. Holder's conduct of a trade or business in the United States in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

(c) Accrued Interest and Interest Payable on the loans under the Exit Credit Agreement

Interest payments to (or OID accruals with respect to) a non-U.S. Holder on debt instruments received pursuant to the Plan, and any other payments to a non-U.S. Holder that are attributable to accrued but untaxed interest, generally will not be subject to U.S. federal income tax or withholding pursuant to the portfolio interest exemption, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BENE) establishing that the non-U.S. Holder is not a U.S. person, unless:

- (i) the non-U.S. Holder actually or constructively owns 10 percent or more of the total combined voting power of all classes of CEH LP's Equity Interests (in the case of recoveries in respect of Claims against the Debtors) or New Equity Interests, as applicable (in the case of the new debt instruments issued pursuant to the Plan) entitled to vote (after application of certain attribution rules);
- (ii) the non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to CEH LP (in the case of recoveries in respect of Claims against the

Debtors) or Reorganized Castex Holdco, as applicable (in the case of the new debt instruments issued pursuant to the Plan) (each, within the meaning of the Tax Code);

- (iii) the non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the U.S. Tax Code; or
- (iv) such interest (or OID) is effectively connected with the conduct by the non-U.S. Holder of a trade or business within the United States (in which case, provided the non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued interest at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A non-U.S. Holder that does not qualify for the portfolio interest exemption generally will be subject to withholding of U.S. federal income tax at a 30 percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on any interest payments under the loans under the Exit Credit Agreement and any other payments that are attributable to accrued interest. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

(d) U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of New Equity Interests

Partnership

The U.S. federal income tax treatment of a non-U.S. Holder of New Equity Interests in Reorganized Castex Holdco (if Reorganized Castex Holdco is taxed as a partnership) is complex and will vary depending on the circumstances and activities of each such non-U.S. Holder. Such non-U.S. Holders are urged to consult their own tax advisors. The following discussion assumes that non-U.S. Holder is not subject to U.S. federal income taxes as a result of its presence or activities in the United States (other than as a holder of New Equity Interests in Reorganized Castex Holdco).

A non-U.S. Holder generally will be subject to U.S. federal withholding taxes on its share of Reorganized Castex Holdco's income from dividends, interest (other than interest that constitutes portfolio interest within the meaning of the Tax Code), and certain other income. The activities of Reorganized Castex Holdco should be treated as a U.S. trade or business and, as a result, a non-U.S. Holder would be deemed to be engaging in that underlying U.S. trade or business. A non-U.S. Holder's share of Reorganized Castex Holdco's effectively connected income would be subject to tax at normal graduated U.S. federal income tax rates and, if the non-

U.S. Holder is a corporation for U.S. federal income tax purposes, may also be subject to U.S. branch profits tax. A non-U.S. Holder generally will be required to file a U.S. federal income tax return if Reorganized Castex Holdco is, as expected, deemed to be engaging in a U.S. trade or business (even if no income allocated to the non-U.S. Holder is effectively connected income). Reorganized Castex Holdco would be required to withhold U.S. federal income tax with respect to the non-U.S. Holder's share of income that is effectively connected income.

Corporation

Any distributions made with respect to New Equity Interests will constitute dividends for U.S. federal income tax purposes to the extent of the Reorganized Castex Holdco's current or accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent that a non-U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the non-U.S. Holder's basis in its shares. Any such distributions in excess of a non-U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain from a sale or exchange, and will be subject to the FIRPTA rules (as defined and discussed below). Except as described below, dividends paid with respect to stock held by a non-U.S. Holder that are not effectively connected with a non-U.S. Holder's conduct of a U.S. trade or business (or if an income tax treaty applies, are not attributable to a permanent establishment maintained by such non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or lower treaty rate or exemption from tax, if applicable). A non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-BEN-E (or a successor form) upon which the non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to stock held by a non-U.S. Holder that are effectively connected with a non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

(e) Disposition of loans under the Exit Credit Agreement and the New Equity Interests

In general, and subject to the discussion immediately below regarding (i) FIRPTA and (ii) U.S. federal income taxes imposed on the disposition by a non-U.S. person in an entity treated as a partnership for federal income tax purposes, a non-U.S. Holder of the New Equity Interests should not be subject to U.S. federal income tax or U.S. federal withholding tax with respect to the New Equity Interests unless: (a) in the case of gain only, such non-U.S. Holder is a

nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition, and certain other requirements are met; or (b) any gain is effectively connected with such non-U.S. Holder's conduct of a trade or business in the U.S. (and, if required by any applicable tax treaty, is attributable to a permanent establishment maintained by the non-U.S. Holder in the United States). A non-U.S. Holder that is a corporation also may be subject to a branch profits tax equal to 30% (or such lower rate specified by an applicable tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain taxes. Non-U.S. Holders are urged to consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Notwithstanding the general rule stated above, the Debtors expect that New Equity Interests will represent an interest in a U.S. real property holding company (a "USRPHC"), all under the Foreign Investment in Real Property Tax Act ("FIRPTA").

The application of the FIRPTA rules to the New Equity Interests will depend on whether (a) such equity is regularly traded on an established securities market and (b) whether an individual non-U.S. Holder has directly or indirectly owned more than 5% of the value of such equity during a specified testing period.

It is not expected that the New Equity Interests will be regularly traded on an established securities market. Therefore, any gain on the sale of New Equity Interests recognized by a non-U.S. Holder will be subject to U.S. federal income tax as if the gain were effectively connected with the conduct of the non-U.S. Holder's trade or business in the United States. In this case, a transferee of the New Equity Interests generally will be required to withhold tax, under U.S. federal income tax laws, in an amount equal to 15% of the amount realized by a non-U.S. Holder on the sale or other taxable disposition of the New Equity Interests (subject to certain exceptions).

The loans under the Exit Credit Agreement should be considered an interest that is solely the interest of a creditor and therefore be exempt from the FIRPTA provisions. The Holder will not be subject to U.S. federal income tax with respect to the disposition of the loans under the Exit Credit Agreement unless the loans under the Exit Credit Agreement are effectively connected with the conduct of such non-U.S. holder's trade or business in the United States.

The rules regarding United States real property interests are complex, and non-U.S. Holders are urged to consult with their own tax advisors on the application of these rules based on their particular circumstances.

In addition, under recently enacted legislation, a non-U.S. person's gain from the disposition of an interest in an entity treated as a partnership for federal income tax purposes is subject to U.S. federal income tax (i.e., treated as effectively connected to a U.S. trade or business), generally to the extent that the non-U.S. person would have had effectively connected gain or loss had the entity treated as a partnership for federal income tax purposes sold all of its assets for fair market value as of the date of the disposition). As noted above, the activities of Reorganized Castex Holdco should be treated as a U.S. trade or business. Therefore, if Reorganized Castex Holdco is treated as a partnership for federal income tax purposes, a

disposition of an interest in Reorganized Castex Holdco by a non-U.S. Holder is expected to be subject to these provisions. Moreover, the legislation requires the buyer of such non-U.S. person's partnership interest to withhold 10% of the amount realized. It is currently not clear what evidence or other certifications would be required to be provided to buyers to reduce or avoid this withholding requirement. It is also not clear how this new tax legislation will apply to sales of partnership interests that are already subject to the FIRPTA rules described above, including the 15% withholding requirement by the purchaser of such interests. Because of the complexity and lack of comprehensive guidance regarding the application of these rules, non-U.S. Holders are urged to consult with their on tax advisors regarding the application of these rules based on their particular circumstances.

(f) FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S. source payments of fixed or determinable, annual or periodical income, and also include gross proceeds from the sale of any property of a type which can produce U.S. source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding tax.

As currently proposed, FATCA withholding rules would apply to payments of gross proceeds from the sale or other disposition of property of a type which can produce U.S. source interest or dividends that occurs after December 31, 2018.

Each non-U.S. Holder should consult its own tax advisor regarding the possible impact of these rules on such non-U.S. Holder's ownership of the consideration being received under the Plan.

7.5 Information Reporting and Back-Up Withholding

The Debtors and the Reorganized Debtors, as applicable, will withhold all amounts required by law to be withheld from payments of interest and dividends. The Debtors will comply with all applicable reporting requirements of the Tax Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. In addition, backup withholding of taxes will generally apply to payments in respect of an Allowed Claim under the Plan unless, in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 and, in the case of non-U.S. Holder, such non-U.S. Holder provides a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption).

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a Holder's U.S. federal income tax liability, and a Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS (generally, a federal income tax return).

In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS OR INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

7.6 No Legal or Tax Advice Is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax, and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

ARTICLE VIII CERTAIN SECURITIES LAW MATTERS

The Debtors believe that the New Equity Interests, including the New Equity Interests to be issued pursuant to the Management Incentive Plan, will be "securities" as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable state securities law (a "Blue Sky Law"). The Debtors further believe that the offer and sale of the New Equity Interests pursuant to the Plan is, and subsequent transfers by the holders thereof that are not "underwriters" (as defined in section 2(a)(11) of the Securities Act and section 1145(b)(1) of the Bankruptcy Code) will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code, and any applicable state Blue Sky Law. The New Equity Interests underlying the Management Incentive Plan will be issued pursuant to available exemptions from registration under the Securities Act and other applicable law.

8.1 New Equity Interests

(a) Issuance

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state securities laws if three principal requirements are satisfied: (a) the securities must be offered and sold under a plan of reorganization and must be securities of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under the plan; (b) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (c) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or principally in exchange for such claim or interest and partly for cash or property.

All New Equity Interests, except those issued under the Management Incentive Plan, will be issued in reliance upon section 1145 of the Bankruptcy Code. All New Equity Interests to be issued pursuant to the Management Incentive Plan (as further discussed below) will be issued in reliance upon either section (4)(a)(2) of the Securities Act or Regulation D promulgated thereunder. All New Equity Interests issued pursuant to section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

RECIPIENTS OF NEW EQUITY INTERESTS ARE ADVISED TO CONSULT WITH THEIR OWN LEGAL ADVISORS AS TO THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE BLUE SKY LAW.

(b) Subsequent Transfers

Securities issued in reliance on section 1145 of the Bankruptcy Code ("1145 Securities") may be freely transferred following the initial issuance under the Plan without registration under the Securities Act unless the holder is an "underwriter," as defined in section 1145(b) of the Bankruptcy Code with respect to such securities; provided, however, such securities will not be freely tradable if, at the time of transfer, the holder thereof is an "affiliate," as defined in Rule 144(a)(1) under the Securities Act, of Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, or had been such an "affiliate" within 90 days of such transfer. Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an Entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an “issuer” for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as “statutory underwriters” all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to “issuer,” as used in the definition of “underwriter” contained in section 2(a)(11) of the Securities Act, is intended to cover “Controlling Persons” of the issuer of the securities. “Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a “Controlling Person” of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor’s or its successor’s voting securities. While there is no precise definition of a “controlling” stockholder, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent or more of a class of securities of a reorganized debtor may be presumed to be a “Controlling Person” and, therefore, an underwriter.

Resales of 1145 Securities by Entities deemed to be “underwriters” (which definition includes “Controlling Persons”) are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of New Equity Interests who are deemed to be “underwriters” may be entitled to resell their New Equity Interests pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such Person if the required holding period has been met and, under certain circumstances, current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an “underwriter” (including whether the Person is a “Controlling Person”) with respect to the New Equity Interests would depend upon various facts and circumstances applicable to that Person. Given the complex nature of the question of whether a particular person may be an underwriter and other issues arising under applicable securities laws, the Debtors express no view as to whether any Person would be deemed an “underwriter” with respect to the New Equity Interests.

THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF NEW EQUITY INTERESTS CONSULT THEIR OWN COUNSEL CONCERNING THEIR ABILITY TO FREELY TRADE SUCH SECURITIES IN COMPLIANCE WITH APPLICABLE FEDERAL SECURITIES LAW AND ANY APPLICABLE STATE BLUE SKY LAW.

8.2 *Management Incentive Plan Securities*

Twelve percent of the New Equity Interests will be reserved exclusively for issuance under the Management Incentive Plan to management employees of Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be.

The Confirmation Order will authorize the New Board to adopt and enter into the Management Incentive Plan, consistent with the terms set forth in the Plan. However, the Debtors do not seek Court approval of the Management Incentive Plan itself, only the maximum percentage of the New Equity Interests to be set aside in connection therewith. The Management Incentive Plan will dilute all of the equity of Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be.

ARTICLE IX VOTING PROCEDURES AND REQUIREMENTS

9.1 Introduction

Detailed instructions for voting on the Plan are provided with the Ballots accompanying this Disclosure Statement. For purposes of the Plan, only holders of record of Claims in the following Classes, as of the Voting Record Date, are entitled to vote: Classes 3 and 4.

If your Claim is **not** in Classes 3 and 4, you are not entitled to vote on the Plan. All Equity Interests are not entitled to vote.

If your Claim is in Class 3 or 4, you should read your ballot and follow the listed instructions carefully. Please use only the ballot that accompanies this Disclosure Statement. The procedures and instructions for voting and related deadlines are set forth in the exhibits annexed to the Disclosure Statement Order, which is attached hereto as **Exhibit I**.

The Disclosure Statement Order is incorporated herein by reference and should be read in conjunction with this Disclosure Statement and in formulating a decision to vote to accept or reject the Plan.

9.2 Voting

In order for your vote to be counted, your signed ballot must be actually received at the following address before the Voting Deadline of February 9, 2018, at 4:00 p.m. (prevailing Central time):

By Hand Delivery, Certified, Registered, or Regular Mail, or Overnight Carrier:

CASTEX ENERGY PARTNERS, L.P. BALLOT PROCESSING
C/O PRIME CLERK LLC
830 3RD AVENUE, 3RD FLOOR
NEW YORK, NY 10022

UNLESS THE BALLOT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR PRIOR TO THE VOTING DEADLINE, SUCH BALLOT WILL BE REJECTED AS INVALID AND WILL NOT BE COUNTED AS AN ACCEPTANCE OR REJECTION OF THE PLAN.

9.3 *Reservation of Rights*

THE DEBTORS RESERVE THE RIGHT, WITH THE APPROVAL OF THE OTHER PLAN PROPONENTS, AND WITHOUT NOTICE EXCEPT AS MAY BE REQUIRED UNDER APPLICABLE LAW, TO EXTEND THE SOLICITATION PERIOD OR TERMINATE THE SOLICITATION OF VOTES ON THE PLAN.

9.4 *Waivers of Defects, Irregularities, etc.*

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of ballots will be determined by the Debtors in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all ballots submitted by any creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or its counsel, be unlawful. The Debtors further reserve their rights to waive any defects or irregularities or conditions of delivery as to any particular ballot by its creditors. The interpretation (including the ballot and the respective instructions thereto) by the Debtors, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determine. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

No Ballot will be counted toward Confirmation if, among other things: (a) it is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) it was transmitted by facsimile, email, or other electronic means other than as specifically set forth in the Ballots; (c) it was cast by an Entity that is not entitled to vote on the Plan; (d) it was cast for a Claim listed in the Debtors' Schedules as contingent, unliquidated, or disputed for which the applicable Claims Bar Date has passed and no Proof of Claim was timely Filed; (e) it was cast for a Claim that is subject to an objection pending as of the Voting Record Date (unless temporarily allowed in accordance with the Disclosure Statement Order); (f) it was sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), the Administrative Agent, or the Debtors' financial or legal advisors instead of the Solicitation Agent; (g) it is unsigned; or (h) it is not clearly marked to either accept or reject the Plan or it is marked both to accept and reject the Plan. Please refer to the Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT AT:

**323-406-6369 (OR OUTSIDE OF THE U.S. AT 866-384-2286) OR VIA EMAIL AT
CASTEXBALLOTS@PRIMECLERK.COM
ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE**

**NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL
NOT BE COUNTED.**

**ARTICLE X
CONCLUSION AND RECOMMENDATION**

The Debtor recommends that holders of Claims in Classes 3 and 4 vote to accept the Plan and to evidence such acceptance by returning their signed ballots so that they will be received before the Voting Deadline of February 9, 2018, at 4:00 p.m. (prevailing Central time).

Dated: January 8, 2018

Respectfully submitted, as of the date first set forth above,

CASTEX ENERGY PARTNERS, L.P.

On behalf of itself and all other Debtors

By: /s/ Aaron Killian

Name: Aaron Killian

Title: Vice President and Chief Financial Officer

SCHEDULE 1 - Prepetition Trade Schedule

SCHEDULE 2 - Potential Recoveries for Unsecured Creditors

Global Note: This Schedule 2 illustrates potential recoveries to Holders of Class 4 General Unsecured Claims. The Debtors do not believe that the claimants identified on Schedule 1 will share in Class 4 recoveries because their claims have been paid and satisfied in full in accordance with one or more of the Debtors' "first day" orders. The Debtors also do not believe that the claimants identified on Part 2 of Schedule 3 will share in Class 4 recoveries because their claims have been withdrawn or satisfied or are otherwise subject to cure in connection the assumption of executory contracts and unexpired leases.

\$ in Actual

[illegible]

| | Scenario 2 ²⁾ & 3) | | |
|-------------------------------|-------------------------------|-------------------|-----------------|
| | Amount | Plan Recovery \$ | Plan Recovery % |
| RB Provider Delinquent Claims | \$ 1,000,000 | \$ 0 | 0.00% |
| State Corporation (COP) | \$ 1,000,000 | \$ 0 | 0.00% |
| State Corporation (COI) | \$ 1,000,000 | \$ 0 | 0.00% |
| Other Net Funding | \$ 0 | \$ 0 | 0.00% |
| Benefit Street Partner | \$ 1,000,000 | \$ 0 | 0.00% |
| Marketplace Reimbursement | \$ 1,000,000 | \$ 0 | 0.00% |
| Total | \$ 18,748,737 | \$ 500,000 | 2.67% |

| | Scenario 3 ⁴⁾ | | |
|-----------------------------|--------------------------|-------------------|-----------------|
| | Amount | Plan Recovery \$ | Plan Recovery % |
| RB Transfer Deficiency Cost | \$ 1,000,000 | \$ 0 | 0.00% |
| State Corporation Cost | \$ 0 | \$ 0 | 0.00% |
| State Corporation COI | \$ 0 | \$ 0 | 0.00% |
| Other Cost | \$ 0 | \$ 0 | 0.00% |
| Benefit Street Partner | \$ 0 | \$ 0 | 0.00% |
| Market Re-entry | \$ 0 | \$ 0 | 0.00% |
| Total | \$ 291,149 | \$ 291,149 | 100.00% |

| | Scenario 4 ⁵⁾ | | |
|--------------------------|--------------------------|-------------------|-----------------|
| | Amount | Plan Recovery \$ | Plan Recovery % |
| RB# Gender#De#iciency#C# | 0 | 0 | 0.00% |
| 0#0#e Cor#or#tion #C# | 0 | 0 | 0.00% |
| 0#0#e Cor#or#tion #CO# | 0.00% | 0.00 | 0.00% |
| O#0#et #o#ding# | 0.000000 | 0.000000 | 0.00% |
| Bene#it #treet #o#tner# | 0.000000 | 0.000000 | 0.00% |
| M#o#0#e Re#o#r#e# | 0.00% | 0.00 | 0.00% |
| Total | \$ 81,224,032 | \$ 500,000 | 0.62% |

| | Scenario 5 ⁶⁾ | | |
|--------------------------|--------------------------|-------------------|-----------------|
| | Amount | Plan Recovery \$ | Plan Recovery % |
| RB# Gender#De#ienci#C#i# | 0 | 0 | 0.00% |
| 000#e Cor#or#tion (C000) | 00000000 | 000000 | 0.00% |
| 000#e Cor#or#tion (COI#) | 000000 | 000 | 0.00% |
| 000 000et 000ding# | 000000000 | 0000000 | 0.00% |
| Bene#it #treet 00#rner# | 000000 | 00000 | 0.00% |
| M#r#00#Re#0#rce# | 00000 | 000 | 0.00% |
| Total | \$ 99,681,620 | \$ 500,000 | 0.50% |

Notes

- [illegible]

SCHEDULE 3 - Claims Analysis in Support of Potential Recoveries

[illegible]

SCHEDULE 4 - Statement of Financial Affairs Responses 3 and 4

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| Creditor Name & Address | Check or Wire Number | Payment Date | Reason For Payment | Amount Paid |
|--|-----------------------------|---------------------|--------------------------------------|--------------------|
| ABE'S BOAT RENTALS INC C/O MORRELL CAPITAL LL PO BOX 22114 HOUSTON, TX 77227-2114 | 10713 | 07/20/2017 | Suppliers or vendors | \$5,316.66 |
| | 10749 | 07/28/2017 | Suppliers or vendors | \$34,066.56 |
| | 10790 | 08/11/2017 | Suppliers or vendors | \$2,600.00 |
| | 10816 | 08/18/2017 | Suppliers or vendors | \$5,866.64 |
| | 10849 | 09/07/2017 | Suppliers or vendors | \$3,966.44 |
| | 10904 | 09/22/2017 | Suppliers or vendors | \$3,499.80 |
| | | | SUBTOTAL | \$55,316.10 |
| ACCURATE NDE & INSPECTION LLC PO BOX 81755 LAFAYETTE, LA 70598-1755 | 10714 | 07/20/2017 | Suppliers or vendors | \$4,083.50 |
| | | | SUBTOTAL | \$4,083.50 |
| ACME TRUCK LINE INC. PO BOX 183 HARVEY, LA 70059-0183 | 10791 | 08/11/2017 | Suppliers or vendors | \$308.00 |
| | 10837 | 08/25/2017 | Suppliers or vendors | \$686.00 |
| | 10850 | 09/07/2017 | Suppliers or vendors | \$308.00 |
| | | | SUBTOTAL | \$1,302.00 |
| AGR FJ BROWN INC 11450 COMPAQ CENTER WEST DRIVE SUITE 210 HOUSTON, TX 77070 | 10792 | 08/11/2017 | Suppliers or vendors | \$26,924.43 |
| | | | SUBTOTAL | \$26,924.43 |
| ALL COAST LLC 151 SOUTHPARK RD 3RD FLOOR LAFAYETTE, LA 70508 | 10715 | 07/20/2017 | Suppliers or vendors | \$20,725.00 |
| | | | SUBTOTAL | \$20,725.00 |
| ALLEN C. BARRON 2130 GLENN LAKES LANE MISSOURI CITY, TX 77459 | 22687 | 09/30/2017 | Other - Revenue / Royalty Payment | \$165.84 |
| | | | SUBTOTAL | \$165.84 |
| ALLISON OFFSHORE SVS, LLC P.O BOX 897 SCOTT, LA 70583 | 10716 | 07/20/2017 | Suppliers or vendors | \$2,081.20 |
| | | | SUBTOTAL | \$2,081.20 |
| ALTEC, INC. 619 EAST SECOND STREET BROUSSARD, LA 70518 | 10883 | 09/15/2017 | Suppliers or vendors | \$6,545.75 |
| | | | SUBTOTAL | \$6,545.75 |
| AMERICAN RECOVERY LLC 16201 EAST MAIN STREET CUT OFF, LA 70345 | 10717 | 07/20/2017 | Suppliers or vendors | \$472.00 |
| | | | SUBTOTAL | \$472.00 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | |
|---------------------------------|---------|------------|-----------------------------------|---------------------|--|
| ANDERSEN TAX LLC | | | | | |
| BOX 200988 | | | | | |
| PITTSBURGH, PA 15251-0988 | 970491* | 10/06/2017 | Suppliers or vendors | \$2,760.00 | |
| | 970503* | 10/13/2017 | Suppliers or vendors | \$17,320.00 | |
| | | | SUBTOTAL | \$20,080.00 | |
| | | | | | |
| APACHE CORPORATION | | | | | |
| 2000 POST OAK BOULEVARD | | | | | |
| SUITE 100 | | | | | |
| HOUSTON, TX 77056 | 22577 | 07/31/2017 | Other - Revenue / Royalty Payment | \$719.53 | |
| | 22629 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,120.18 | |
| | 22684 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,053.07 | |
| | | | SUBTOTAL | \$2,892.78 | |
| | | | | | |
| ARCHROCK PARTNERS OPERATING LLC | | | | | |
| 16666 NORTHCHASE DR | | | | | |
| HOUSTON, TX 77060 | 10768 | 08/04/2017 | Suppliers or vendors | \$41,370.00 | |
| | 10817 | 08/18/2017 | Suppliers or vendors | \$64,750.00 | |
| | 10851 | 09/07/2017 | Suppliers or vendors | \$40,095.00 | |
| | | | SUBTOTAL | \$146,215.00 | |
| | | | | | |
| AXIP ENERGY SERVICES | | | | | |
| 1301 FULBRIGHT TOWER #900 | | | | | |
| HOUSTON, TX 77010 | 10838 | 08/25/2017 | Suppliers or vendors | \$12,500.00 | |
| | 10884 | 09/15/2017 | Suppliers or vendors | \$11,746.25 | |
| | 10905 | 09/22/2017 | Suppliers or vendors | \$12,500.00 | |
| | | | SUBTOTAL | \$36,746.25 | |
| | | | | | |
| BAKER HUGHES PETROLITE LLC | | | | | |
| PO BOX 301057 | | | | | |
| DALLAS, TX 75303-1057 | 10750 | 07/28/2017 | Suppliers or vendors | \$29,055.75 | |
| | 10839 | 08/25/2017 | Suppliers or vendors | \$64,647.00 | |
| | | | SUBTOTAL | \$93,702.75 | |
| | | | | | |
| BLACK STONE MINERALS CO LP | | | | | |
| PO BOX 301267 | | | | | |
| DALLAS, TX 75303-1267 | 22581 | 07/31/2017 | Other - Revenue / Royalty Payment | \$307.32 | |
| | 22633 | 08/31/2017 | Other - Revenue / Royalty Payment | \$259.23 | |
| | 22689 | 09/30/2017 | Other - Revenue / Royalty Payment | \$280.31 | |
| | | | SUBTOTAL | \$846.86 | |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

BOIS D' ARC EXPLORATION LLC

9450 GROGANS MILL RD.
SUITE 100
THE WOODLANDS

, TX 77380

22582

07/31/2017

Other - Revenue / Royalty
Payment

\$24,877.83

22634

08/31/2017

Other - Revenue / Royalty
Payment

\$8,106.64

22690

09/30/2017

Other - Revenue / Royalty
Payment

\$25,804.79

SUBTOTAL

\$58,789.26

BP EXPLORATION & PRODUCTION INC
P O BOX 848103
DALLAS

, TX 75284-8103

22583

07/31/2017

Other - Revenue / Royalty
Payment

\$3,274.98

22635

08/31/2017

Other - Revenue / Royalty
Payment

\$2,338.18

22691

09/30/2017

Other - Revenue / Royalty
Payment

\$1,662.23

SUBTOTAL

\$7,275.39

BROADPOINT
PO BOX 54898
NEW ORLEANS, LA 70154-4898

10793

08/11/2017

Suppliers or vendors

\$703.48

10885

09/15/2017

Suppliers or vendors

\$592.26

SUBTOTAL

\$1,295.74

BROUSSARD BROTHERS, INC
P. O. BOX 1740
ABBEVILLE, LA 70511-1740

10718

07/20/2017

Suppliers or vendors

\$70.00

10751

07/28/2017

Suppliers or vendors

\$393.50

10769

08/04/2017

Suppliers or vendors

\$3,019.00

SUBTOTAL

\$3,482.50

BURNER FIRE CONTROL, INC.
PO BOX 53482
LAFAYETTE, LA 70505

10719

07/20/2017

Suppliers or vendors

\$79.25

10770

08/04/2017

Suppliers or vendors

\$2,196.15

10818

08/18/2017

Suppliers or vendors

\$3,187.16

10852

09/07/2017

Suppliers or vendors

\$1,027.80

10906

09/22/2017

Suppliers or vendors

\$9,740.00

SUBTOTAL

\$16,230.36

CANIK'S FEED AND GROCERY LLC
4459 W CREOLE HWY
CAMERON, LA 70631

10720

07/20/2017

Suppliers or vendors

\$6,992.90

10794

08/11/2017

Suppliers or vendors

\$742.28

10819

08/18/2017

Suppliers or vendors

\$1,924.15

10840

08/25/2017

Suppliers or vendors

\$3,795.16

10853

09/07/2017

Suppliers or vendors

\$5,131.72

10886

09/15/2017

Suppliers or vendors

\$3,601.84

970488*

10/06/2017

Suppliers or vendors

\$7,481.34

SUBTOTAL

\$29,669.39

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|--------|------------|--------------------------------------|---------------------|
| CARDNO PPI TECHNOLOGY SERVICES, LLC DBA CARDNO, INC. 920 MEMORIAL CITY WAY SUITE 900 HOUSTON, TX 77024 | 10721 | 07/20/2017 | Suppliers or vendors | \$18,162.71 |
| | | | SUBTOTAL | \$18,162.71 |
| CETCO ENERGY SERVICES 3601 PAUL SEGURA PARKWAY NEW IBERIA, LA 70560 | 10854 | 09/07/2017 | Suppliers or vendors | \$4,859.00 |
| | 10907* | 09/22/2017 | Suppliers or vendors | \$20,619.50 |
| | | | SUBTOTAL | \$25,478.50 |
| CHEVRON USA, INC. PO BOX 730121 DALLAS, TX 75373-0121 | 10722 | 07/20/2017 | Suppliers or vendors | \$28,810.33 |
| | 10795 | 08/11/2017 | Suppliers or vendors | \$31,993.64 |
| | 10855 | 09/07/2017 | Suppliers or vendors | \$31,737.86 |
| | | | SUBTOTAL | \$92,541.83 |
| CHRISTIAN RIEPE 1996 GARDNER CIR E AURORA, IL 60503 | 22725 | 09/30/2017 | Other - Revenue / Royalty Payment | \$918.74 |
| | | | SUBTOTAL | \$918.74 |
| CL&F RESOURCES, LP 111 VETERANS MEMORIAL BLVD. SUITE 500 METAIRIE , LA 70005-309 | 970400 | 07/25/2017 | Other - Revenue / Royalty Payment | \$114,836.17 |
| | 970403 | 07/26/2017 | Other - Revenue / Royalty Payment | \$51,002.18 |
| | 970447 | 08/25/2017 | Other - Revenue / Royalty Payment | \$54,912.75 |
| | 970476 | 09/25/2017 | Other - Revenue / Royalty Payment | \$171,633.19 |
| | | | SUBTOTAL | \$392,384.29 |
| CORE LABORATORIES P.O. BOX 841787 DALLAS, TX 75284-1787 | 22588 | 07/31/2017 | Other - Revenue / Royalty Payment | \$9,853.13 |
| | 22640 | 08/31/2017 | Other - Revenue / Royalty Payment | \$11,569.23 |
| | 22696 | 09/30/2017 | Other - Revenue / Royalty Payment | \$11,469.25 |
| | | | SUBTOTAL | \$32,891.61 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | | |
|--|--|--|-------|------------|--------------------------------------|--------------------|
| DARILYN W FRITZ 9414 E HIDDEN HILL LANE LONE TREE , CO 80124 | | | 22598 | 07/31/2017 | Other - Revenue / Royalty Payment | \$228.87 |
| | | | 22652 | 08/31/2017 | Other - Revenue / Royalty Payment | \$193.07 |
| | | | 22707 | 09/30/2017 | Other - Revenue / Royalty Payment | \$208.75 |
| SUBTOTAL | | | | | | \$630.69 |
| DEANNA RIEPE 1022 LAKEVIEW DRIVE MONTGOMERY , TX 77356 | | | 22615 | 07/31/2017 | Other - Revenue / Royalty Payment | \$513.36 |
| SUBTOTAL | | | | | | \$513.36 |
| DONOVAN CONTROLS PO BOX 2582 MANDEVILLE, LA 70470 | | | 10796 | 08/11/2017 | Suppliers or vendors | \$1,177.50 |
| | | | 10856 | 09/07/2017 | Suppliers or vendors | \$1,640.00 |
| SUBTOTAL | | | | | | \$2,817.50 |
| DOROTHY M MARR 616 COURTNEY FREDRICKSBURG , TX 78624 | | | 22664 | 08/31/2017 | Other - Revenue / Royalty Payment | \$900.12 |
| | | | 22717 | 09/30/2017 | Other - Revenue / Royalty Payment | \$967.53 |
| SUBTOTAL | | | | | | \$1,867.65 |
| DOWN UNDER GEO SOLUTIONS LLC 16200 PARK ROW, SUITE 100 HOUSTON, TX 77084 | | | 10723 | 07/20/2017 | Suppliers or vendors | \$16,315.90 |
| | | | 10797 | 08/11/2017 | Suppliers or vendors | \$33,772.42 |
| | | | 10857 | 09/07/2017 | Suppliers or vendors | \$29,185.13 |
| SUBTOTAL | | | | | | \$79,273.45 |
| DROPEK REVOCABLE FAMILY TRUST | | | | | | |
| U/A DATE 10/24/04 REVOCABLE TR 1302 WAUGH #334 HOUSTON , TX 77019 | | | 22590 | 07/31/2017 | Other - Revenue / Royalty Payment | \$6,160.14 |
| | | | 22642 | 08/31/2017 | Other - Revenue / Royalty Payment | \$7,080.80 |
| | | | 22698 | 09/30/2017 | Other - Revenue / Royalty Payment | \$7,139.90 |
| SUBTOTAL | | | | | | \$20,380.84 |
| DYNAMIC OFFSHORE RESOURCES NS | | | | | | |
| C/O FIELDWOOD LLC 2000 WEST SAM HOUSTON PARKWAY STE 1200 HOUSTON , TX 77042 | | | 22591 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,486.99 |
| | | | 22644 | 08/31/2017 | Other - Revenue / Royalty Payment | \$41,489.53 |
| | | | 22700 | 09/30/2017 | Other - Revenue / Royalty Payment | \$14,383.63 |
| SUBTOTAL | | | | | | \$57,360.15 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|---------|------------|--------------------------------------|--------------------|
| ECOSERV 3561 MOMENTUM PLACE CHICAGO, IL 60689-5335 | 10798 | 08/11/2017 | Suppliers or vendors | \$50,950.44 |
| | | | SUBTOTAL | \$50,950.44 |
| ELITE COMMUNICATION SERVICES, INC. 102 DEER TREE DRIVE LAFAYETTE, LA 70507 | 10820 | 08/18/2017 | Suppliers or vendors | \$2,600.00 |
| | 10908* | 09/22/2017 | Suppliers or vendors | \$2,600.00 |
| | | | SUBTOTAL | \$5,200.00 |
| ENERGY RESOURCE TECHNOLOGY GOM TALOS PRODUCTION LLC PO BOX 51417 LOS ANGELES, CA 80051-5416 | 10724 | 07/20/2017 | Suppliers or vendors | \$5,029.00 |
| | 10858 | 09/07/2017 | Suppliers or vendors | \$6,176.80 |
| | 970456 | 09/15/2017 | Suppliers or vendors | \$22,275.13 |
| | 970467 | 09/20/2017 | Suppliers or vendors | \$39,093.63 |
| | | | SUBTOTAL | \$72,574.56 |
| ENI US OPERATING CO. INC 05 1200 SMITH ST SUITE 1700 HOUSTON, TX 77002-5600 | 10887 | 09/15/2017 | Suppliers or vendors | \$9,563.59 |
| | | | SUBTOTAL | \$9,563.59 |
| ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867 | 970411 | 08/04/2017 | Suppliers or vendors | \$34.80 |
| | 970453 | 09/06/2017 | Suppliers or vendors | \$221.16 |
| | 970495* | 10/10/2017 | Suppliers or vendors | \$147.78 |
| | | | SUBTOTAL | \$403.74 |
| ENVEN ENERGY VENTURES, LLC 333 CLAY STREET, SUITE 4200 HOUSTON, TX 77002 | 22613 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,323.86 |
| | 22669 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,052.07 |
| | 22721 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,935.64 |
| | | | SUBTOTAL | \$4,311.57 |
| ENVIRONMENTAL ENTERPRISES USA 58485 PEARL ACRES ROAD SUITE D SLIDELL, LA 70461 | 10752 | 07/28/2017 | Suppliers or vendors | \$150.00 |
| | 10771 | 08/04/2017 | Suppliers or vendors | \$1,415.00 |
| | 10799 | 08/11/2017 | Suppliers or vendors | \$50.00 |
| | 10821 | 08/18/2017 | Suppliers or vendors | \$100.00 |
| | 10841 | 08/25/2017 | Suppliers or vendors | \$1,415.00 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|-------|------------|----------------------|--------------------|
| ENVIRONMENTAL ENTERPRISES USA 58485 PEARL ACRES ROAD SUITE D SLIDELL, LA 70461 | | | | |
| | 10859 | 09/07/2017 | Suppliers or vendors | \$135.00 |
| | 10888 | 09/15/2017 | Suppliers or vendors | \$1,400.00 |
| | 10909 | 09/22/2017 | Suppliers or vendors | \$145.00 |
| SUBTOTAL | | | | \$4,810.00 |
| EPS LOGISTICS COMPANY P O BOX 80644 LAFAYETTE, LA 70598 | | | | |
| | 10725 | 07/20/2017 | Suppliers or vendors | \$20,442.23 |
| | 10753 | 07/28/2017 | Suppliers or vendors | \$117.00 |
| | 10772 | 08/04/2017 | Suppliers or vendors | \$225.00 |
| | 10822 | 08/18/2017 | Suppliers or vendors | \$9,772.11 |
| | 10842 | 08/25/2017 | Suppliers or vendors | \$225.00 |
| | 10860 | 09/07/2017 | Suppliers or vendors | \$75.00 |
| | 10889 | 09/15/2017 | Suppliers or vendors | \$375.00 |
| | 10910 | 09/22/2017 | Suppliers or vendors | \$10,052.94 |
| SUBTOTAL | | | | \$41,284.28 |
| EXPEDITORS & PRODUCTION SERVICES CO, INC P. O BOX 80644 LAFAYETTE, LA 70598 | | | | |
| | 10727 | 07/20/2017 | Suppliers or vendors | \$5,044.53 |
| | 10773 | 08/04/2017 | Suppliers or vendors | \$5,829.20 |
| | 10800 | 08/11/2017 | Suppliers or vendors | \$5,044.53 |
| | 10861 | 09/07/2017 | Suppliers or vendors | \$5,044.53 |
| | 10890 | 09/15/2017 | Suppliers or vendors | \$5,044.53 |
| SUBTOTAL | | | | \$26,007.32 |
| EXPRO AMERICAS, LLC DEP 2080 DALLAS, TX 75312-2080 | | | | |
| | 10726 | 07/20/2017 | Suppliers or vendors | \$7,217.49 |
| SUBTOTAL | | | | \$7,217.49 |
| EXTERRAN PO BOX 205805 DALLAS, TX 75320-5805 | | | | |
| | 10911 | 09/22/2017 | Suppliers or vendors | \$3,107.65 |
| SUBTOTAL | | | | \$3,107.65 |
| FACILITY SERVICE & SUPPLY 103 ROSEDALE DR LAFAYETTE, LA 70508 | | | | |
| | 10774 | 08/04/2017 | Suppliers or vendors | \$40,454.90 |
| | 10862 | 09/07/2017 | Suppliers or vendors | \$1,434.00 |
| SUBTOTAL | | | | \$41,888.90 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|-----------------|------------|-----------------------------------|--------------------|
| FAIRFIELD INDUSTRIES INC ATTN: ACCOUNTING DEPARTMENT P O BOX 1087 SUGARLAND, TX 77487 | 22592 | 07/31/2017 | Other - Revenue / Royalty Payment | \$8,254.21 |
| | 22646 | 08/31/2017 | Other - Revenue / Royalty Payment | \$2,977.41 |
| | 22701 | 09/30/2017 | Other - Revenue / Royalty Payment | \$8,475.73 |
| | SUBTOTAL | | | \$19,707.35 |
| FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | WT070717 | 07/25/2017 | Other - Revenue / Royalty Payment | \$29.16 |
| | WT072617 | 07/26/2017 | Other - Revenue / Royalty Payment | \$42.21 |
| | 22593 | 07/31/2017 | Other - Revenue / Royalty Payment | \$6,378.02 |
| | 22647 | 08/31/2017 | Other - Revenue / Royalty Payment | \$4,462.98 |
| | WT091417 | 09/14/2017 | Other - Revenue / Royalty Payment | \$90.77 |
| | 22702 | 09/30/2017 | Other - Revenue / Royalty Payment | \$9,318.18 |
| | SUBTOTAL | | | \$20,321.32 |
| FOSTER & ASSOCIATES INC. 675 BERING DRIVE SUITE 800 HOUSTON, TX 77057 | 22596 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,137.24 |
| | 22650 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,555.14 |
| | 22705 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,880.74 |
| | SUBTOTAL | | | \$4,573.12 |
| FREEPORT-MCMORAN OIL AND GAS LLC ATTN: TREASURY DEPARTMENT 700 MILAM STREET SUITE 3100 HOUSTON, TX 77002-2815 | 22597 | 07/31/2017 | Other - Revenue / Royalty Payment | \$2,164.79 |
| | 22651 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,325.50 |
| | 22706 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,321.42 |
| | SUBTOTAL | | | \$4,811.71 |
| GCER OFFSHORE LLC 500 DALLAS STREET SUITE 2000 HOUSTON, TX 77002 | 22653 | 08/31/2017 | Other - Revenue / Royalty Payment | \$111.50 |
| | SUBTOTAL | | | \$111.50 |
| GE OIL & GAS PRESSURE PO BOX 911776 DALLAS, TX 75391-1776 | 10775 | 08/04/2017 | Suppliers or vendors | \$8,907.20 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|-----------------|------------|--------------------------------------|--------------------|
| GE OIL & GAS PRESSURE PO BOX 911776 DALLAS, TX 75391-1776 | 10823 | 08/18/2017 | Suppliers or vendors | \$615.00 |
| | 10863 | 09/07/2017 | Suppliers or vendors | \$148.50 |
| | SUBTOTAL | | | \$9,670.70 |
| GEOIL, LLC. ATTN: DIAN MORRIS / HARBRO 2750 SIGNAL PARKWAY SIGNAL HILL, CA 90755 | 22599 | 07/31/2017 | Other - Revenue / Royalty Payment | \$106.72 |
| | 22708 | 09/30/2017 | Other - Revenue / Royalty Payment | \$187.35 |
| | SUBTOTAL | | | \$294.07 |
| GEORGE E NEMETZ 4019 DUMBARTON HOUSTON, TX 77025 | 22611 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,010.65 |
| | 22667 | 08/31/2017 | Other - Revenue / Royalty Payment | \$2,024.81 |
| | 22719 | 09/30/2017 | Other - Revenue / Royalty Payment | \$2,906.73 |
| | SUBTOTAL | | | \$5,942.19 |
| GOL, LLC PO BOX 309 RACELAND, LA 70394 | 10801 | 08/11/2017 | Suppliers or vendors | \$15,767.83 |
| | SUBTOTAL | | | \$15,767.83 |
| GOLAS COMPANIES INC 1817 ALBANS ROAD HOUSTON, TX 77005 | 22600 | 07/31/2017 | Other - Revenue / Royalty Payment | \$796.33 |
| | 22654 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,548.20 |
| | 22709 | 09/30/2017 | Other - Revenue / Royalty Payment | \$2,384.29 |
| | SUBTOTAL | | | \$4,728.82 |
| GOM 2013 LLC 1111 GILLINGHAM LANE SUGAR LAND, TX 77478 | 22601 | 07/31/2017 | Other - Revenue / Royalty Payment | \$9,186.56 |
| | 22655 | 08/31/2017 | Other - Revenue / Royalty Payment | \$2,993.51 |
| | 22710 | 09/30/2017 | Other - Revenue / Royalty Payment | \$9,528.87 |
| | SUBTOTAL | | | \$21,708.94 |
| GORDON ARATA 201 ST. CHARLES AVE 40TH FLOOR NEW ORLEANS, LA 70170-4000 | 10776 | 08/04/2017 | Suppliers or vendors | \$20,391.38 |
| | 10891 | 09/15/2017 | Suppliers or vendors | \$33,410.58 |
| | 10912 | 09/22/2017 | Suppliers or vendors | \$26,015.95 |
| | 970490* | 10/06/2017 | Suppliers or vendors | \$2,791.05 |
| | SUBTOTAL | | | \$82,608.96 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|--|---------|------------|--------------------------------------|---------------------|
| GREENE'S ENERGY GROUP, LLC P.O. BOX 676263 DALLAS, TX 75267-6263 | 10754 | 07/28/2017 | Suppliers or vendors | \$5,515.00 |
| | | | SUBTOTAL | \$5,515.00 |
| GULFSTREAM SERVICES, INC. P.O. BOX 5041 HOUMA, LA 70361 | 10777 | 08/04/2017 | Suppliers or vendors | \$59,746.71 |
| | | | SUBTOTAL | \$59,746.71 |
| HALLMARK OFFICE PRODUCTS, INC. 5650 GUHN ROAD #124 HOUSTON, TX 77040 | 10802 | 08/11/2017 | Suppliers or vendors | \$350.14 |
| | | | SUBTOTAL | \$350.14 |
| HANNA OIL & GAS COMPANY P O BOX 1356 FT SMITH , AR 72902 | 22602 | 07/31/2017 | Other - Revenue / Royalty Payment | \$106.72 |
| | 22711 | 09/30/2017 | Other - Revenue / Royalty Payment | \$187.35 |
| | | | SUBTOTAL | \$294.07 |
| HARTZ ENERGY CAPITAL LLC P O BOX 28526 NEW YORK , NY 10087-8526 | 22604 | 07/31/2017 | Other - Revenue / Royalty Payment | \$100.07 |
| | | | SUBTOTAL | \$100.07 |
| HLP ENGINEERING, INC. P.O. BOX 52805 LAFAYETTE, LA 70505 | 10728 | 07/20/2017 | Suppliers or vendors | \$768.18 |
| | 10778 | 08/04/2017 | Suppliers or vendors | \$768.18 |
| | 10892 | 09/15/2017 | Suppliers or vendors | \$768.18 |
| | | | SUBTOTAL | \$2,304.54 |
| HOUSTON ENERGY L.P. 1200 SMITH STREET SUITE 2400 HOUSTON , TX 77002 | 22605 | 07/31/2017 | Other - Revenue / Royalty Payment | \$2,139.41 |
| | 22657 | 08/31/2017 | Other - Revenue / Royalty Payment | \$6,002.65 |
| | 22713 | 09/30/2017 | Other - Revenue / Royalty Payment | \$6,483.40 |
| | | | SUBTOTAL | \$14,625.46 |
| HOUSTON ENERGY, LP 1200 SMITH STREET SUITE 2400 HOUSTON, TX 77002 | 970504* | 10/13/2017 | Suppliers or vendors | \$102,005.29 |
| | | | SUBTOTAL | \$102,005.29 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | |
|--|--|---------|------------|--------------------------------------|-----------------------|
| HP PIPING SOLUTIONS, LLC P O BOX 14087 HOUSTON, TX 77221 | | 10729 | 07/20/2017 | Suppliers or vendors | \$3,828.25 |
| | | 10755 | 07/28/2017 | Suppliers or vendors | \$4,833.00 |
| | | 10779 | 08/04/2017 | Suppliers or vendors | \$1,594.43 |
| SUBTOTAL | | | | | \$10,255.68 |
| HUBERT F TETT 12522 BLACKSTONE CT HOUSTON, TX 77077-2408 | | 22621 | 07/31/2017 | Other - Revenue / Royalty Payment | \$7,407.40 |
| | | 22676 | 08/31/2017 | Other - Revenue / Royalty Payment | \$9,636.81 |
| | | 22732 | 09/30/2017 | Other - Revenue / Royalty Payment | \$10,977.34 |
| SUBTOTAL | | | | | \$28,021.55 |
| INTEGRITY RENTALS PO BOX 339 CADE, LA 70519 | | 10730 | 07/20/2017 | Suppliers or vendors | \$1,488.00 |
| SUBTOTAL | | | | | \$1,488.00 |
| ISLAND OPERATING COMPANY, INC. 108 ZACHARY DRIVE SCOTT, LA 70583 | | 10731 | 07/20/2017 | Suppliers or vendors | \$16,764.00 |
| | | 10756 | 07/28/2017 | Suppliers or vendors | \$13,000.00 |
| | | 10803 | 08/11/2017 | Suppliers or vendors | \$12,020.00 |
| | | 10864 | 09/07/2017 | Suppliers or vendors | \$13,000.00 |
| | | 10893 | 09/15/2017 | Suppliers or vendors | \$16,543.60 |
| | | 970487* | 10/06/2017 | Suppliers or vendors | \$13,000.00 |
| SUBTOTAL | | | | | \$84,327.60 |
| J P MORGAN CHASE-CREDIT CARD NO ADDRESS-PAYMENT IS AN ACH | | 970473 | 09/26/2017 | Suppliers or vendors | \$5,000.00 |
| SUBTOTAL | | | | | \$5,000.00 |
| J. CONNOR CONSULTING, INC. 19219 KATY FREEWAY SUITE 200 HOUSTON, TX 77094 | | 10781 | 08/04/2017 | Suppliers or vendors | \$9,505.77 |
| | | 10866 | 09/07/2017 | Suppliers or vendors | \$1,954.55 |
| SUBTOTAL | | | | | \$11,460.32 |
| JAB ENERGY SOLUTIONS 262 N SAM HOUSTON PARKWAY EAST SUITE 230 HOUSTON, TX 77060 | | 10780 | 08/04/2017 | Suppliers or vendors | \$6,604,000.00 |
| | | 10865 | 09/07/2017 | Suppliers or vendors | \$1,121,480.00 |
| | | 970505* | 10/13/2017 | Suppliers or vendors | \$418,696.83 |
| SUBTOTAL | | | | | \$8,144,176.83 |
| JAMES G FLOYD 7 SANDALWOOD DRIVE HOUSTON, TX 77024 | | 22595 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,363.62 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|---------|------------|--------------------------------------|---------------------|
| JAMES G FLOYD 7 SANDALWOOD DRIVE HOUSTON, TX 77024 | 22649 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,150.25 |
| | 22704 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,243.69 |
| | | | SUBTOTAL | \$3,757.56 |
| JGF NO 3 (TEXAS) INC 952 ECHO LANE STE 390 HOUSTON, TX 77024 | 22606 | 07/31/2017 | Other - Revenue / Royalty Payment | \$4,014.43 |
| | 22658 | 08/31/2017 | Other - Revenue / Royalty Payment | \$3,386.21 |
| | 22714 | 09/30/2017 | Other - Revenue / Royalty Payment | \$3,661.38 |
| | | | SUBTOTAL | \$11,062.02 |
| JOE P MARR 616 COURTNEY FREDRICKSBURG, TX 78624 | 22609 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,067.09 |
| | | | SUBTOTAL | \$1,067.09 |
| JOHN W STONE OIL DIST., LLC DEPT 322 PO BOX 4869 HOUSTON, TX 77210-4869 | 10732 | 07/20/2017 | Suppliers or vendors | \$35,112.79 |
| | 10757 | 07/28/2017 | Suppliers or vendors | \$11,836.80 |
| | 10782 | 08/04/2017 | Suppliers or vendors | \$25,767.53 |
| | 10804 | 08/11/2017 | Suppliers or vendors | \$9,289.65 |
| | 10843 | 08/25/2017 | Suppliers or vendors | \$35,239.15 |
| | 10867 | 09/07/2017 | Suppliers or vendors | \$37,132.20 |
| | 10913 | 09/22/2017 | Suppliers or vendors | \$26,499.46 |
| | 970489* | 10/06/2017 | Suppliers or vendors | \$21,946.70 |
| | | | SUBTOTAL | \$202,824.28 |
| JONES OILFIELD SERVICE & SUPPLY LLC 6140 HWY 90 E LAKE CHARLES, LA 70615 | 10733 | 07/20/2017 | Suppliers or vendors | \$903.55 |
| | 10783 | 08/04/2017 | Suppliers or vendors | \$17,149.30 |
| | 10805 | 08/11/2017 | Suppliers or vendors | \$9,927.88 |
| | 10824 | 08/18/2017 | Suppliers or vendors | \$2,245.00 |
| | 10844 | 08/25/2017 | Suppliers or vendors | \$13,202.05 |
| | 22659 | 08/31/2017 | Other - Revenue / Royalty Payment | \$114.75 |
| | 10868 | 09/07/2017 | Suppliers or vendors | \$19,852.19 |
| | 10894 | 09/15/2017 | Suppliers or vendors | \$4,319.85 |
| | 10914 | 09/22/2017 | Suppliers or vendors | \$1,129.50 |
| | 970486* | 10/06/2017 | Suppliers or vendors | \$20,604.69 |
| | | | SUBTOTAL | \$89,448.76 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | |
|---|--|------------|------------|--------------------------------------|--------------------|
| JOSEPH E BATCHELOR 12207 SUGAR SPRINGS HOUSTON, TX 77077-4932 | | 22580 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,067.07 |
| | | 22632 | 08/31/2017 | Other - Revenue / Royalty Payment | \$900.11 |
| | | 22688 | 09/30/2017 | Other - Revenue / Royalty Payment | \$973.22 |
| SUBTOTAL | | | | | <u>\$2,940.40</u> |
| JUNIPER EXPLORATION LLC | | | | | |
| 808 TRAVIS, STE 1412 HOUSTON, TX 77002 | | 22608 | 07/31/2017 | Other - Revenue / Royalty Payment | \$10,716.23 |
| | | 22662 | 08/31/2017 | Other - Revenue / Royalty Payment | \$3,482.32 |
| | | 22716 | 09/30/2017 | Other - Revenue / Royalty Payment | \$11,115.65 |
| SUBTOTAL | | | | | <u>\$25,314.20</u> |
| KENNETH S DROPEK 1302 WAUGH DRIVE #334 HOUSTON, TX 77019 | | 22643 | 08/31/2017 | Other - Revenue / Royalty Payment | \$162.85 |
| | | 22699 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,104.36 |
| SUBTOTAL | | | | | <u>\$1,267.21</u> |
| KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 | | WT071917 | 07/19/2017 | Other - Revenue / Royalty Payment | \$2,919.91 |
| | | WT071917B | 07/19/2017 | Other - Revenue / Royalty Payment | \$23,050.16 |
| | | WT071917C | 07/19/2017 | Other - Revenue / Royalty Payment | \$1,784.47 |
| | | 10759 | 07/28/2017 | Suppliers or vendors | \$2,722.20 |
| | | WT073117 | 07/31/2017 | Other - Revenue / Royalty Payment | \$730.77 |
| | | WT080417 | 08/04/2017 | Other - Revenue / Royalty Payment | \$136.32 |
| | | WT8417-2 | 08/04/2017 | Other - Revenue / Royalty Payment | \$5,668.45 |
| | | WT081717 | 08/17/2017 | Other - Revenue / Royalty Payment | \$1,480.48 |
| | | WT081717-2 | 08/17/2017 | Other - Revenue / Royalty Payment | \$1,927.55 |
| | | 10825 | 08/18/2017 | Suppliers or vendors | \$2,719.80 |
| | | WT090617A | 09/06/2017 | Other - Revenue / Royalty Payment | \$3,656.64 |
| | | WT090617B | 09/06/2017 | Other - Revenue / Royalty Payment | \$639.38 |
| | | 10895 | 09/15/2017 | Suppliers or vendors | \$2,401.31 |
| | | WT092017 | 09/20/2017 | Other - Revenue / Royalty Payment | \$5,892.67 |
| | | WT092017A | 09/20/2017 | Other - Revenue / Royalty Payment | \$2,046.76 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|--|-----------|------------|--------------------------------------|---------------------|
| KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 | 10915 | 09/22/2017 | Suppliers or vendors | \$2,719.80 |
| | WT1012171 | 10/12/2017 | Other - Revenue / Royalty Payment | \$497.32 |
| | WT1012172 | 10/12/2017 | Other - Revenue / Royalty Payment | \$53,713.73 |
| | | | SUBTOTAL | \$114,707.72 |
| KURT G SOMMER 2230 TANGLEY HOUSTON , TX 77005 | 22674 | 08/31/2017 | Other - Revenue / Royalty Payment | \$244.25 |
| | 22729 | 09/30/2017 | Other - Revenue / Royalty Payment | \$194.49 |
| | | | SUBTOTAL | \$438.74 |
| LANA E JONES ELLIOTT P O BOX 1185 DUNCAN , OK 73534-1185 | 22645 | 08/31/2017 | Other - Revenue / Royalty Payment | \$114.75 |
| | | | SUBTOTAL | \$114.75 |
| LANCE E JONES P O BOX 1185 DUNCAN , OK 73534-1185 | 22660 | 08/31/2017 | Other - Revenue / Royalty Payment | \$114.75 |
| | | | SUBTOTAL | \$114.75 |
| LARRY D CORBIN 11119 MEADOWICK HOUSTON , TX 77024 | 22587 | 07/31/2017 | Other - Revenue / Royalty Payment | \$3,075.51 |
| | 22639 | 08/31/2017 | Other - Revenue / Royalty Payment | \$6,091.69 |
| | 22695 | 09/30/2017 | Other - Revenue / Royalty Payment | \$8,193.64 |
| | | | SUBTOTAL | \$17,360.84 |
| LESTER E. CLARK, JR. 3721 LOCKE LANE HOUSTON , TX 77027 | 22586 | 07/31/2017 | Other - Revenue / Royalty Payment | \$2,751.36 |
| | 22638 | 08/31/2017 | Other - Revenue / Royalty Payment | \$991.51 |
| | 22694 | 09/30/2017 | Other - Revenue / Royalty Payment | \$2,825.21 |
| | | | SUBTOTAL | \$6,568.08 |
| LIGHT CAHILL ROYALTIES P O BOX 660082 DALLAS , TX 75266-0082 | 22663 | 08/31/2017 | Other - Revenue / Royalty Payment | \$100.76 |
| | | | SUBTOTAL | \$100.76 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|--|-----------------|------------|--------------------------------------|--------------------|
| LM ATKINS 4117 WINDSOR PARKWAY DALLAS, TX 75205 | 22578 | 07/31/2017 | Other - Revenue / Royalty Payment | \$9,692.49 |
| | 22630 | 08/31/2017 | Other - Revenue / Royalty Payment | \$9,317.74 |
| | 22685 | 09/30/2017 | Other - Revenue / Royalty Payment | \$13,061.34 |
| | SUBTOTAL | | | \$32,071.57 |
| LM ATKINS, JR. 4117 WINDSOR PARKWAY DALLAS, TX 75205 | 22579 | 07/31/2017 | Other - Revenue / Royalty Payment | \$111.53 |
| | 22631 | 08/31/2017 | Other - Revenue / Royalty Payment | \$3,111.76 |
| | 22686 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,078.77 |
| | SUBTOTAL | | | \$4,302.06 |
| LOUISIANA SAFETY SYSTEMS INC. PO BOX 53729 LAFAYETTE, LA 70505 | 10734 | 07/20/2017 | Suppliers or vendors | \$3,320.00 |
| | 10807 | 08/11/2017 | Suppliers or vendors | \$1,930.00 |
| | 10869 | 09/07/2017 | Suppliers or vendors | \$1,937.50 |
| | SUBTOTAL | | | \$7,187.50 |
| MADISON T WOODWARD III 149 RADNEY RD HOUSTON, TX 77024 | 22626 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,141.23 |
| | 22681 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,178.44 |
| | 22738 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,260.15 |
| | SUBTOTAL | | | \$3,579.82 |
| MAGNUM MUD EQUIPMENT CO., INC. PO BOX 4258 HOUMA, LA 70361-4258 | 10735 | 07/20/2017 | Suppliers or vendors | \$171.00 |
| | 10808 | 08/11/2017 | Suppliers or vendors | \$559.00 |
| | 10896 | 09/15/2017 | Suppliers or vendors | \$543.00 |
| | SUBTOTAL | | | \$1,273.00 |
| MANTA RAY OFFSHORE GATHERING LLC 1100 LOUISIANA SUITE 3300 HOUSTON, TX 77002 | WT071917 | 07/19/2017 | Other - Revenue / Royalty Payment | \$6,289.86 |
| | WT081717 | 08/17/2017 | Other - Revenue / Royalty Payment | \$6,015.18 |
| | WT092717 | 09/27/2017 | Other - Revenue / Royalty Payment | \$6,607.63 |
| | SUBTOTAL | | | \$18,912.67 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | |
|---|--|--------|------------|--------------------------------------|-----------------------|
| MARTIN ENERGY SERVICES LLC THREE RIVERWAY, SUITE 400 HOUSTON, TX 77056 | | 10870 | 09/07/2017 | Suppliers or vendors | \$1,340.00 |
| | | | | SUBTOTAL | \$1,340.00 |
| MINERAL INVESTMENT CORP 3000 WILCREST STE 115 HOUSTON, TX 77042 | | 22665 | 08/31/2017 | Other - Revenue / Royalty Payment | \$100.76 |
| | | | | SUBTOTAL | \$100.76 |
| MINERALS MANAGEMENT SERVICE DEPT OF INTERIOR PO BOX 5640 DENVER, CO 80217 | | 970407 | 07/31/2017 | Other - Revenue / Royalty Payment | \$394,414.56 |
| | | 970440 | 08/31/2017 | Other - Revenue / Royalty Payment | \$844,793.77 |
| | | 970502 | 09/13/2017 | Other - Revenue / Royalty Payment | \$4,020.39 |
| | | 970479 | 09/30/2017 | Other - Revenue / Royalty Payment | \$524,796.08 |
| | | | | SUBTOTAL | \$1,768,024.80 |
| NORTHSTAR OFFSHORE GROUP LLC 11 GREENWAY PLAZA, SUITE 2800 HOUSTON, TX 77046 | | 10916 | 09/22/2017 | Suppliers or vendors | \$11,135.23 |
| | | | | SUBTOTAL | \$11,135.23 |
| O'BRIEN'S RESPONSE MANAGEMENT 2000 OLD SPANISH TRAIL STE 210 SLIDELL, LA 70458 | | 10828 | 08/18/2017 | Suppliers or vendors | \$900.00 |
| | | | | SUBTOTAL | \$900.00 |
| OCEANEERING INTERNATIONAL 11927A FM 529 HOUSTON, TX 77041 | | 10736 | 07/20/2017 | Suppliers or vendors | \$2,203.22 |
| | | 10897 | 09/15/2017 | Suppliers or vendors | \$11,453.44 |
| | | | | SUBTOTAL | \$13,656.66 |
| OFFICE OF NATURAL RESOURCE P.O. BOX 25627 DENVER, CO 80225 | | 970417 | 08/04/2017 | Suppliers or vendors | \$172.21 |
| | | 970448 | 09/08/2017 | Suppliers or vendors | \$409.11 |
| | | | | SUBTOTAL | \$581.32 |
| OFFSHORE PROCESS SERVICES, INC. 1206 PARK DR, SUITE 200 MANDEVILLE, LA 70471 | | 10826 | 08/18/2017 | Suppliers or vendors | \$2,530.00 |
| | | 10871 | 09/07/2017 | Suppliers or vendors | \$4,110.00 |
| | | 10898 | 09/15/2017 | Suppliers or vendors | \$6,980.00 |
| | | | | SUBTOTAL | \$13,620.00 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|--|-----------------|------------|--------------------------------------|--------------------|
| OIL STATES SKAGIT SMATCO, LLC 1180 MULBERRY RD HOUMA, LA 70363 | 10827 | 08/18/2017 | Suppliers or vendors | \$11,532.74 |
| | 10917 | 09/22/2017 | Suppliers or vendors | \$225.00 |
| | 970501* | 10/12/2017 | Suppliers or vendors | \$16,912.44 |
| | SUBTOTAL | | | \$28,670.18 |
| PARKWAY SERVICES GROUP, LLC 251 INDUSTRIAL PARKWAY LAFAYETTE, LA 70580 | 10737 | 07/20/2017 | Suppliers or vendors | \$50,550.00 |
| | 10760 | 07/28/2017 | Suppliers or vendors | \$7,322.50 |
| | SUBTOTAL | | | \$57,872.50 |
| PAUL A. WALDO 17303 WINDING OAK COURT CYPRESS, TX 77429 | 22623 | 07/31/2017 | Other - Revenue / Royalty Payment | \$2,751.28 |
| | 22678 | 08/31/2017 | Other - Revenue / Royalty Payment | \$991.71 |
| | 22734 | 09/30/2017 | Other - Revenue / Royalty Payment | \$2,825.11 |
| | SUBTOTAL | | | \$6,568.10 |
| PAWS ENERGY SERVICES, INC. P.O. BOX 637 MAURICE, LA 70555 | 10738 | 07/20/2017 | Suppliers or vendors | \$100.00 |
| | SUBTOTAL | | | \$100.00 |
| PEC PREMIER SAFETY OPERATIONS, LLC 233 GENERAL PATTON AVE. MANDEVILLE, LA 70471 | 10872 | 09/07/2017 | Suppliers or vendors | \$15,000.00 |
| | SUBTOTAL | | | \$15,000.00 |
| PETER RIEPE 14410 VANOVER LANE CYPRESS, TX 77429 | 22724 | 09/30/2017 | Other - Revenue / Royalty Payment | \$918.76 |
| | SUBTOTAL | | | \$918.76 |
| PINNACLE ENGINEERING, INC 7660 WOODWAY SUITE 350 HOUSTON, TX 77063 | 22612 | 07/31/2017 | Other - Revenue / Royalty Payment | \$9,186.56 |
| | 22668 | 08/31/2017 | Other - Revenue / Royalty Payment | \$2,993.51 |
| | 22720 | 09/30/2017 | Other - Revenue / Royalty Payment | \$9,528.87 |
| | SUBTOTAL | | | \$21,708.94 |
| PLAINS GAS SOLUTIONS P.O. BOX 4346, DEPT 327 HOUSTON, TX 77210 | WT080417 | 08/04/2017 | Other - Revenue / Royalty Payment | \$1,124.62 |
| | WT091417 | 09/21/2017 | Other - Revenue / Royalty Payment | \$832.84 |
| | WT100617 | 10/06/2017 | Other - Revenue / Royalty Payment | \$915.47 |
| | SUBTOTAL | | | \$2,872.93 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|-----------------|------------|--------------------------------------|--------------------|
| PPEP FUND II LP 17515 SPRING CYPRESS SUITE 202 CYPRESS, TX 77429 | 22614 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,275.43 |
| | 22670 | 08/31/2017 | Other - Revenue / Royalty Payment | \$35,599.03 |
| | 22722 | 09/30/2017 | Other - Revenue / Royalty Payment | \$12,337.16 |
| | SUBTOTAL | | | \$49,211.62 |
| RANDALLO FLEMING 623 FLAGHOIST LANE HOUSTON, TX 77079 | 22594 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,067.09 |
| | 22648 | 08/31/2017 | Other - Revenue / Royalty Payment | \$900.12 |
| | 22703 | 09/30/2017 | Other - Revenue / Royalty Payment | \$973.25 |
| | SUBTOTAL | | | \$2,940.46 |
| RC LOGISTICS, LLC P.O. BOX 160 LAROSE, LA 70373 | 10739 | 07/20/2017 | Suppliers or vendors | \$25,650.00 |
| | 10761 | 07/28/2017 | Suppliers or vendors | \$6,150.00 |
| | 10873 | 09/07/2017 | Suppliers or vendors | \$2,950.00 |
| | SUBTOTAL | | | \$34,750.00 |
| RIEPE REVOCABLE LIVING TRUST 302 GRAND VIEW TERRACE HOUSTON, TX 77007 | 22616 | 07/31/2017 | Other - Revenue / Royalty Payment | \$7,069.34 |
| | 22671 | 08/31/2017 | Other - Revenue / Royalty Payment | \$8,486.38 |
| | 22723 | 09/30/2017 | Other - Revenue / Royalty Payment | \$9,305.85 |
| | SUBTOTAL | | | \$24,861.57 |
| RIGNET, INC. PARK TEN PLAZA 15115 PARK ROW SUITE 300 HOUSTON, TX 77084 | 10740 | 07/20/2017 | Suppliers or vendors | \$136.50 |
| | 10829 | 08/18/2017 | Suppliers or vendors | \$136.50 |
| | SUBTOTAL | | | \$273.00 |
| ROCK RESERVES LTD 1000 BALLPARK WAY STE 216 ARLINGTON, TX 76011 | 22617 | 07/31/2017 | Other - Revenue / Royalty Payment | \$125.15 |
| | SUBTOTAL | | | \$125.15 |
| RONALD SCOTT KERR 721 HIGHLAND ST. HOUSTON, TX 77009 | 10758 | 07/28/2017 | Suppliers or vendors | \$3,579.92 |
| | 10806 | 08/11/2017 | Suppliers or vendors | \$2,334.94 |
| | SUBTOTAL | | | \$5,914.86 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|----------|------------|--------------------------------------|--------------------|
| SAFETY CONTROLS, INC. 3018 CAMERON STREET LAFAYETTE, LA 70506 | 10810 | 08/11/2017 | Suppliers or vendors | \$2,688.00 |
| | | | SUBTOTAL | \$2,688.00 |
| SAMMYE L DEES P O BOX 766 SPRING , TX 77383 | 22589 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,067.09 |
| | 22641 | 08/31/2017 | Other - Revenue / Royalty Payment | \$900.12 |
| | 22697 | 09/30/2017 | Other - Revenue / Royalty Payment | \$973.25 |
| | | | SUBTOTAL | \$2,940.46 |
| SEAL-TITE, LLC 500 DEER CROSS DR. MADISONVILLE, LA 70447 | WT071917 | 07/19/2017 | Other - Revenue / Royalty Payment | \$5,570.20 |
| | WT081717 | 08/17/2017 | Other - Revenue / Royalty Payment | \$5,615.48 |
| | WT92017 | 09/20/2017 | Other - Revenue / Royalty Payment | \$7,125.95 |
| | | | SUBTOTAL | \$18,311.63 |
| SEMP CHECK SERVICES, INC. PO BOX 273274 HOUSTON, TX 77277-3274 | 10741 | 07/20/2017 | Suppliers or vendors | \$4,052.63 |
| | 10784 | 08/04/2017 | Suppliers or vendors | \$4,052.63 |
| | | | SUBTOTAL | \$8,105.26 |
| SHAMROCK ENERGY SOLUTIONS DBA SHAMROCK MANAGEMENT FOR THE ACCOUNT OF SHAMROCK ENERGY SOLUTIONS P.O. BOX 731152 DALLAS, TX 75373-1152 | 10742 | 07/20/2017 | Suppliers or vendors | \$92.61 |
| | 10830 | 08/18/2017 | Suppliers or vendors | \$5,820.00 |
| | 10874 | 09/07/2017 | Suppliers or vendors | \$7,666.55 |
| | 10899 | 09/15/2017 | Suppliers or vendors | \$7,058.32 |
| | | | SUBTOTAL | \$20,637.48 |
| SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508 | 22618 | 07/31/2017 | Other - Revenue / Royalty Payment | \$24,870.02 |
| | 22672 | 08/31/2017 | Other - Revenue / Royalty Payment | \$8,605.31 |
| | 22727 | 09/30/2017 | Other - Revenue / Royalty Payment | \$25,805.01 |
| | | | SUBTOTAL | \$59,280.34 |
| SOMMER MINERALS MANAGEMENT LLC 2230 TANGLEY STREET HOUSTON , TX 77005 | 22620 | 07/31/2017 | Other - Revenue / Royalty Payment | \$4,695.23 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

SOMMER MINERALS MANAGEMENT LLC

| | | | | |
|---|-------|------------|--------------------------------------|--------------------|
| 2230 TANGLEY STREET HOUSTON , TX 77005 | 22675 | 08/31/2017 | Other - Revenue / Royalty Payment | \$3,713.20 |
| | 22730 | 09/30/2017 | Other - Revenue / Royalty Payment | \$4,795.53 |
| | | | SUBTOTAL | \$13,203.96 |

SOMMER REVOCABLE LIVING TRUST

| | | | | |
|------------------------------------|-------|------------|--------------------------------------|-------------------|
| 2230 TANGLEY HOUSTON , TX 77005 | 22619 | 07/31/2017 | Other - Revenue / Royalty Payment | \$317.73 |
| | 22673 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,743.82 |
| | 22728 | 09/30/2017 | Other - Revenue / Royalty Payment | \$882.96 |
| | | | SUBTOTAL | \$2,944.51 |

SOUTHERN STATES BROKERAGE, INC
19101 OIL CENTER BLVD.
HOUSTON, TX 77073

| | | | |
|-------|------------|----------------------|---------------------|
| 10744 | 07/20/2017 | Suppliers or vendors | \$67,425.00 |
| 10832 | 08/18/2017 | Suppliers or vendors | \$65,250.00 |
| 10901 | 09/15/2017 | Suppliers or vendors | \$67,425.00 |
| | | SUBTOTAL | \$200,100.00 |

SPL, INC.
P.O. BOX 842013
DALLAS, TX 75284-2013

| | | | |
|-------|------------|----------------------|--------------------|
| 10743 | 07/20/2017 | Suppliers or vendors | \$11,109.25 |
| 10762 | 07/28/2017 | Suppliers or vendors | \$440.00 |
| 10786 | 08/04/2017 | Suppliers or vendors | \$5,791.60 |
| 10811 | 08/11/2017 | Suppliers or vendors | \$487.50 |
| 10831 | 08/18/2017 | Suppliers or vendors | \$5,508.50 |
| 10875 | 09/07/2017 | Suppliers or vendors | \$2,122.50 |
| 10900 | 09/15/2017 | Suppliers or vendors | \$6,348.76 |
| 10918 | 09/22/2017 | Suppliers or vendors | \$2,648.50 |
| | | SUBTOTAL | \$34,456.61 |

STANLEY W ANDERSON
1715 AVE D
KATY , TX 77493-1654

| | | | |
|-------|------------|--------------------------------------|-------------------|
| 22576 | 07/31/2017 | Other - Revenue / Royalty Payment | \$1,067.08 |
| 22628 | 08/31/2017 | Other - Revenue / Royalty Payment | \$900.12 |
| 22683 | 09/30/2017 | Other - Revenue / Royalty Payment | \$973.24 |
| | | SUBTOTAL | \$2,940.44 |

STINGRAY PIPELINE COMPANY, LLC
1100 LOUISIANA, SUITE 3300
HOUSTON, TX 77002

| | | | |
|----------|------------|--------------------------------------|-------------|
| 970387 | 07/19/2017 | Suppliers or vendors | \$93,160.24 |
| WT071917 | 07/19/2017 | Other - Revenue / Royalty Payment | \$49,917.00 |
| WT081717 | 08/17/2017 | Other - Revenue / Royalty Payment | \$48,660.60 |
| 970421 | 08/21/2017 | Suppliers or vendors | \$75,534.85 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | | | |
|---|--|--|----------|------------|--------------------------------------|-----------------------|
| STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002 | | | WT092017 | 09/20/2017 | Other - Revenue / Royalty Payment | \$41,813.33 |
| | | | 970468 | 09/26/2017 | Suppliers or vendors | \$67,599.85 |
| | | | 970474 | 09/27/2017 | Suppliers or vendors | \$6,065.97 |
| | | | | | SUBTOTAL | \$382,751.84 |
| SUE E. KIRBY-WEBB 861 MADISON AVENUE NEW BRAUNFELS, TX 78130 | | | 22736 | 09/30/2017 | Other - Revenue / Royalty Payment | \$115.01 |
| | | | | | SUBTOTAL | \$115.01 |
| TETRA TECHNOLOGIES INC. P.O. BOX 841185 DALLAS, TX 75284-1185 | | | 970427 | 08/18/2017 | Suppliers or vendors | \$500,000.00 |
| | | | 970454 | 09/15/2017 | Suppliers or vendors | \$500,000.00 |
| | | | | | SUBTOTAL | \$1,000,000.00 |
| TGS-NOPEC GEOPHYSICAL COMPANY | | | | | | |
| 10451 CLAY ROAD HOUSTON, TX 77041-8753 | | | 22622 | 07/31/2017 | Other - Revenue / Royalty Payment | \$15,974.80 |
| | | | 22677 | 08/31/2017 | Other - Revenue / Royalty Payment | \$14,387.54 |
| | | | 22733 | 09/30/2017 | Other - Revenue / Royalty Payment | \$16,397.65 |
| | | | | | SUBTOTAL | \$46,759.99 |
| THE GEORGE & NANCY NEMETZ MGMT TRUST; GEORGE & NANCY NEMETZ 4019 DUMBARTON HOUSTON, TX 77025 | | | 22610 | 07/31/2017 | Other - Revenue / Royalty Payment | \$5,692.00 |
| | | | 22666 | 08/31/2017 | Other - Revenue / Royalty Payment | \$6,183.74 |
| | | | 22718 | 09/30/2017 | Other - Revenue / Royalty Payment | \$6,483.22 |
| | | | | | SUBTOTAL | \$18,358.96 |
| THE JOY PARTNERS LTD P O BOX 576 ARDMORE, OK 73402-0576 | | | 22607 | 07/31/2017 | Other - Revenue / Royalty Payment | \$186.73 |
| | | | 22661 | 08/31/2017 | Other - Revenue / Royalty Payment | \$157.52 |
| | | | 22715 | 09/30/2017 | Other - Revenue / Royalty Payment | \$170.32 |
| | | | | | SUBTOTAL | \$514.57 |
| THOMAS N. SUDDERTH 111 FAIRWAY DR ALVIN, TX 77511 | | | 22731 | 09/30/2017 | Other - Revenue / Royalty Payment | \$165.84 |
| | | | | | SUBTOTAL | \$165.84 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|----------|------------|--------------------------------------|--------------------|
| TIMOTHY RIEPE 9010 SAGE THISTLE TRAIL RICHMOND, TX 77406 | 22726 | 09/30/2017 | Other - Revenue / Royalty Payment | \$918.70 |
| | | | SUBTOTAL | \$918.70 |
| TOTAL SAFETY U.S., INC. PO BOX 974686 DALLAS, TX 75397-4686 | 10745 | 07/20/2017 | Suppliers or vendors | \$3,677.35 |
| | 10787 | 08/04/2017 | Suppliers or vendors | \$4,398.90 |
| | 10812 | 08/11/2017 | Suppliers or vendors | \$1,027.50 |
| | 10833 | 08/18/2017 | Suppliers or vendors | \$1,502.00 |
| | 10876 | 09/07/2017 | Suppliers or vendors | \$1,416.31 |
| | | | SUBTOTAL | \$12,022.06 |
| TRANSCONTINENTAL GAS PIPELINE P.O. BOX 301209 DALLAS, TX 75303-1209 | WT071917 | 07/19/2017 | Other - Revenue / Royalty Payment | \$1.63 |
| | WT072517 | 07/25/2017 | Other - Revenue / Royalty Payment | \$2,095.13 |
| | WT081717 | 08/17/2017 | Other - Revenue / Royalty Payment | \$22.18 |
| | WT092017 | 09/20/2017 | Other - Revenue / Royalty Payment | \$75,284.10 |
| | | | SUBTOTAL | \$77,403.04 |
| UNITED VISION LOGISTICS DBA UV LOGISTICS, LLC PO BOX 81008 LAFAYETTE, LA 70598 | 10763 | 07/28/2017 | Suppliers or vendors | \$11,970.15 |
| | 10813 | 08/11/2017 | Suppliers or vendors | \$1,766.28 |
| | 10845 | 08/25/2017 | Suppliers or vendors | \$308.64 |
| | 10877 | 09/07/2017 | Suppliers or vendors | \$850.44 |
| | 10919 | 09/22/2017 | Suppliers or vendors | \$1,748.92 |
| | | | SUBTOTAL | \$16,644.43 |
| W & T OFFSHORE, INC. DEPT. 611 P.O. BOX 4346 HOUSTON, TX 77210-4346 | 10815 | 08/11/2017 | Suppliers or vendors | \$630.12 |
| | 10848 | 08/25/2017 | Suppliers or vendors | \$45,207.30 |
| | 10882 | 09/07/2017 | Suppliers or vendors | \$2,293.79 |
| | WT092117 | 09/21/2017 | Other - Revenue / Royalty Payment | \$313.28 |
| | 10922 | 09/22/2017 | Suppliers or vendors | \$21,131.08 |
| | | | SUBTOTAL | \$69,575.57 |
| WALTER OIL & GAS CORPORATION 1100 LOUISIANA STREET SUITE 200 HOUSTON, TX 77002 | 22624 | 07/31/2017 | Other - Revenue / Royalty Payment | \$665,017.24 |
| | 10767 | 08/01/2017 | Suppliers or vendors | \$832,571.01 |
| | | | | |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

WALTER OIL & GAS CORPORATION

| | | | | |
|---|-------|------------|--------------------------------------|-----------------------|
| 1100 LOUISIANA STREET SUITE 200 HOUSTON, TX 77002 | 22679 | 08/31/2017 | Other - Revenue / Royalty Payment | \$1,444,057.63 |
| | 10879 | 09/07/2017 | Suppliers or vendors | \$1,145,095.52 |
| | 10920 | 09/22/2017 | Suppliers or vendors | \$2,378,771.35 |
| | 22735 | 09/30/2017 | Other - Revenue / Royalty Payment | \$1,134,955.08 |
| | | | SUBTOTAL | \$7,600,467.83 |

WARRIOR ENERGY SERVICES CORP
DEPARTMENT 2114
PO BOX 122114
DALLAS, TX 75312-2114

| | | | |
|-------|------------|----------------------|---------------------|
| 10746 | 07/20/2017 | Suppliers or vendors | \$86,743.14 |
| 10764 | 07/28/2017 | Suppliers or vendors | \$14,953.79 |
| 10834 | 08/18/2017 | Suppliers or vendors | \$52,441.21 |
| | | SUBTOTAL | \$154,138.14 |

WEST CAMERON DEHYDRATION, LLC
6110 PAYSHERE CIRCLE
CHICAGO, IL 60674

| | | | |
|--------|------------|----------------------|--------------------|
| 970386 | 07/19/2017 | Suppliers or vendors | \$7,987.60 |
| 970420 | 08/21/2017 | Suppliers or vendors | \$8,504.11 |
| 970462 | 09/20/2017 | Suppliers or vendors | \$6,983.24 |
| | | SUBTOTAL | \$23,474.95 |

WESTERNGECO LLC
C/O CHARLIE YANEZ
10,001 RICHMOND AVE
HOUSTON, TX 77042

| | | | |
|-------|------------|--------------------------------------|--------------------|
| 22625 | 07/31/2017 | Other - Revenue / Royalty Payment | \$6,584.59 |
| 22680 | 08/31/2017 | Other - Revenue / Royalty Payment | \$4,635.55 |
| 22737 | 09/30/2017 | Other - Revenue / Royalty Payment | \$3,287.85 |
| | | SUBTOTAL | \$14,507.99 |

WESTWIND HELICOPTERS, INC.
P.O. BOX 929
SANTA FE, TX 77517

| | | | |
|-------|------------|----------------------|---------------------|
| 10747 | 07/20/2017 | Suppliers or vendors | \$99,467.24 |
| 10788 | 08/04/2017 | Suppliers or vendors | \$24,989.11 |
| 10835 | 08/18/2017 | Suppliers or vendors | \$51,768.64 |
| 10880 | 09/07/2017 | Suppliers or vendors | \$118,006.22 |
| 10902 | 09/15/2017 | Suppliers or vendors | \$110,140.74 |
| | | SUBTOTAL | \$404,371.95 |

WILKENS WEATHER TECHNOLOGIES LP
400 COLLINS RD NE
M/S 124-318
CEDAR RAPIDS, IA 52498

| | | | |
|-------|------------|----------------------|-------------------|
| 10809 | 08/11/2017 | Suppliers or vendors | \$8,550.00 |
| | | SUBTOTAL | \$8,550.00 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| | | | | |
|---|---------|------------|--------------------------------------|------------------------|
| WILLIAM C. HARMON & LYNN A. SCHILLING HARMON REV TRUST 180 SKYCLIFF DR ASHEVILLE, NC 28804 | 22603 | 07/31/2017 | Other - Revenue / Royalty Payment | \$2,751.36 |
| | 22656 | 08/31/2017 | Other - Revenue / Royalty Payment | \$991.51 |
| | 22712 | 09/30/2017 | Other - Revenue / Royalty Payment | \$2,825.21 |
| SUBTOTAL | | | | \$6,568.08 |
| WOOD GROUP PSN, INC. P.O. BOX 1927 ROCKPORT, TX 78381-1927 | 10748 | 07/20/2017 | Suppliers or vendors | \$115,782.96 |
| | 10765 | 07/28/2017 | Suppliers or vendors | \$254.73 |
| | 10789 | 08/04/2017 | Suppliers or vendors | \$5,626.85 |
| | 10814 | 08/11/2017 | Suppliers or vendors | \$77,464.49 |
| | 10836 | 08/18/2017 | Suppliers or vendors | \$1,479.20 |
| | 10847 | 08/25/2017 | Suppliers or vendors | \$175,393.88 |
| | 10881 | 09/07/2017 | Suppliers or vendors | \$152,544.21 |
| | 10921 | 09/22/2017 | Suppliers or vendors | \$140,673.13 |
| | 970496* | 10/10/2017 | Suppliers or vendors | \$148,158.58 |
| SUBTOTAL | | | | \$817,378.03 |
| XL SYSTEMS, LP 5780 HAGNER ROAD BEAUMONT, TX 77705 | 10903 | 09/15/2017 | Suppliers or vendors | \$800.00 |
| SUBTOTAL | | | | \$800.00 |
| ZEDI US INC. P. O. BOX 51475 LAFAYETTE, LA 70505-1475 | 10785 | 08/04/2017 | Suppliers or vendors | \$400.38 |
| SUBTOTAL | | | | \$400.38 |
| GRAND TOTAL | | | | \$23,814,357.40 |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---|
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$660,000.00 | 10/20/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$20,000.00 | 10/26/2016 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,200,000.00 | 10/31/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$560,000.00 | 11/14/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$8,000.00 | 11/18/2016 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$60,000.00 | 11/18/2016 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,050,000.00 | 11/22/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,720,000.00 | 11/30/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$640,000.00 | 12/19/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$890,000.00 | 12/22/2016 | OIL & GAS REVENUE |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---|
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$740,000.00 | 12/29/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 12/30/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 01/03/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 01/05/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$650,000.00 | 01/20/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$510,000.00 | 01/20/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$750,000.00 | 01/30/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,630,000.00 | 02/06/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 02/07/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$350,000.00 | 02/21/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|---|------------------------|-----------------------|------------|---|
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 02/28/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$3,870,000.00 | 02/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$715,000.00 | 03/20/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$4,008.04 | 03/27/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$5,425.59 | 03/27/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 03/30/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,830,000.00 | 03/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$176,000.00 | 04/13/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$939,777.72 | 04/21/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$939,777.72 | 04/21/2017 | OIL & GAS REVENUE |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|---|------------------------|-----------------------|------------|---|
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$400,000.00 | 04/28/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,901,935.00 | 04/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,500,000.00 | 05/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$892,570.00 | 06/02/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$37,000.00 | 06/16/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$3,244,323.41 | 06/30/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$590,000.00 | 07/07/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,853,780.76 | 07/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$628,000.00 | 08/04/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$378,000.00 | 08/25/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---|
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$3,153,813.09 | 08/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$340,000.00 | 09/15/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$38,000.00 | 09/22/2017 | COPAS PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / BOND PREMIUM REIMBURSEMENTS |
| CASTEX ENERGY PARTNERS, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$2,863,610.89 | 09/29/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$652,380.17 | 03/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$553,653.78 | 10/31/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$647,195.28 | 11/30/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$581,726.79 | 12/29/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$560,364.63 | 06/30/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$482,977.78 | 07/31/2017 | OIL & GAS REVENUE |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|---|-------------------------------|------------------------------|--------------|--|
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$516,566.14 | 04/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$152,178.14 | 03/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$651,307.08 | 05/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$318,041.46 | 08/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$320,427.72 | 09/29/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$318,954.98 | 10/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$532,818.47 | 01/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$695,908.3 | 02/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$40,641.94 | 10/31/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$48,497.51 | 11/30/2016 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$46,722.08 | 12/29/2016 | OIL & GAS REVENUE |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|--|
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$41,265.46 | 01/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$100,000. | 02/28/2017 | JOINT INTEREST BILLING REIMBURSEMENT |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$54,706.84 | 02/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$39,494.13 | 07/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$19,872.51 | 09/29/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$20,021.94 | 10/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$16,908.68 | 03/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$20,581.29 | 08/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$55,098.43 | 03/31/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$41,416.08 | 04/28/2017 | OIL & GAS REVENUE |
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$44,839.38 | 06/30/2017 | OIL & GAS REVENUE |

Debtor Name: Castex Offshore, Inc.

Case Number: 17-35836

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---------------------------------|
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$47,259.84 | 05/31/2017 | OIL & GAS REVENUE |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

| Creditor Name & Address | Check or Wire Number | Payment Date | Reason For Payment | Amount Paid |
|--|----------------------|--------------|----------------------|---------------------|
| ANDERSEN TAX LLC BOX 200988 PITTSBURGH, PA 15251-0988 | 970485* | 10/06/2017 | Suppliers or vendors | \$46,470.00 |
| | 970507* | 10/13/2017 | Suppliers or vendors | \$25,200.00 |
| | | | SUBTOTAL | \$71,670.00 |
| BAKER & HOSTETTLER LLP P.O. BOX 70189 CLEVELAND, OH 44190-0189 | 1009 | 08/04/2017 | Suppliers or vendors | \$101,968.02 |
| | 1019 | 09/15/2017 | Suppliers or vendors | \$386,572.22 |
| | 970508* | 10/13/2017 | Suppliers or vendors | \$345,469.56 |
| | | | SUBTOTAL | \$834,009.80 |
| BRACEWELL LLP PO BOX 848566 DALLAS, TX 75284-8566 | 970509* | 10/13/2017 | Suppliers or vendors | \$27,311.32 |
| | | | SUBTOTAL | \$27,311.32 |
| COMPTON & WENDLER PC 909 FANNIN ST., STE 3275 HOUSTON, TX 77010 | 1020 | 09/15/2017 | Suppliers or vendors | \$39,596.15 |
| | 1023 | 09/22/2017 | Suppliers or vendors | \$40,566.15 |
| | 970483 | 10/06/2017 | Suppliers or vendors | \$970.00 |
| | 970521* | 10/06/2017 | Suppliers or vendors | \$970.00 |
| | 970510 | 10/13/2017 | Suppliers or vendors | \$175.00 |
| | 970520* | 10/13/2017 | Suppliers or vendors | \$175.00 |
| | | | SUBTOTAL | \$82,452.30 |
| GORDON ARATA 201 ST. CHARLES AVE 40TH FLOOR NEW ORLEANS, LA 70170-4000 | 1011 | 08/04/2017 | Suppliers or vendors | \$743.75 |
| | | | SUBTOTAL | \$743.75 |
| HAYNES AND BOONE LLP 1221 MCKINNEY STREET, SUITE 2100 HOUSTON, TX 77010 | 970512* | 10/13/2017 | Suppliers or vendors | \$3,597.41 |
| | | | SUBTOTAL | \$3,597.41 |
| INTERFACE CONSULTING INTERNATIONAL INC 1 RIVERWAY, SUITE 2350 HOUSTON, TX 77056 | 1012 | 08/04/2017 | Suppliers or vendors | \$30,013.75 |
| | 1024 | 09/22/2017 | Suppliers or vendors | \$14,183.75 |
| | | | SUBTOTAL | \$44,197.50 |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 3:** Certain payments or transfers to creditors within 90 days before filing this case

KIMBRELL AND ASSOCIATES, LLC
 8867 HIGHLAND ROAD #106
 BATON ROUGE, LA 70808

| | | | |
|-----------------|------------|----------------------|--------------|
| 1014 | 08/04/2017 | Suppliers or vendors | \$39,360.02 |
| 1017 | 09/12/2017 | Suppliers or vendors | \$69,625.24 |
| 1026 | 09/22/2017 | Suppliers or vendors | \$36,950.00 |
| 970514* | 10/13/2017 | Suppliers or vendors | \$39,939.22 |
| SUBTOTAL | | | \$185,874.48 |

OIL LAND SERVICES, INC.
 PO BOX 51242
 LAFAYETTE, LA 70505-1242

| | | | |
|-----------------|------------|----------------------|------------|
| 1016 | 08/25/2017 | Suppliers or vendors | \$2,000.66 |
| SUBTOTAL | | | \$2,000.66 |

O'MELVENY & MYERS LLP
 TIMES SQUARE TOWER
 7 TIMES SQUARE
 NEW YORK, NY 10036

| | | | |
|-----------------|------------|----------------------|--------------|
| 1027 | 09/22/2017 | Suppliers or vendors | \$156,878.69 |
| 970515* | 10/13/2017 | Suppliers or vendors | \$337,887.38 |
| SUBTOTAL | | | \$494,766.07 |

PORTER HEDGES LLP
 DEPT. 510
 PO BOX 4346
 HOUSTON, TX 77210-4346

| | | | |
|-----------------|------------|----------------------|------------|
| 970517* | 10/13/2017 | Suppliers or vendors | \$2,046.00 |
| SUBTOTAL | | | \$2,046.00 |

RPA ADVISORS, LLC
 45 EISENHOWER DRIVE
 SUITE 560
 PARAMUS, NJ 7652

| | | | |
|-----------------|------------|----------------------|--------------|
| 1029 | 09/22/2017 | Suppliers or vendors | \$117,210.19 |
| 970519* | 10/13/2017 | Suppliers or vendors | \$192,962.36 |
| SUBTOTAL | | | \$310,172.55 |

| | | | |
|--------------------|--|--|----------------|
| GRAND TOTAL | | | \$2,058,841.84 |
|--------------------|--|--|----------------|

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|---|-------------------------------|------------------------------|--------------|--|
| CASTEX ENERGY 2016, LP ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$34,505.46 | 10/20/2016 | ASSET PURCHASE TRUEUP |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,150,000.00 | 10/20/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$600,000.00 | 10/20/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$400,000.00 | 10/28/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY 2014, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$369,270.25 | 10/28/2016 | ASSET PURCHASE TRUEUP |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$700,000.00 | 11/04/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 11/14/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$800,000.00 | 11/14/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$500,000.00 | 11/14/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|--|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 11/22/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,400,000.00 | 11/22/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,200,000.00 | 11/29/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 11/29/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$600,000.00 | 12/08/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 12/13/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$700,000.00 | 12/14/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,300,000.00 | 12/19/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,100,000.00 | 12/19/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|--|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$600,000.00 | 12/22/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,850,000.00 | 12/22/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$150,000.00 | 12/22/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$100,000.00 | 12/29/2016 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 12/29/2016 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 01/13/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 01/13/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$450,000.00 | 01/13/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$600,000.00 | 01/20/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|--|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$700,000.00 | 01/30/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$150,000.00 | 01/30/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 02/06/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 02/14/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,700,000.00 | 02/28/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,000,000.00 | 02/28/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$100,000.00 | 02/28/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$800,000.00 | 03/03/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$800,000.00 | 03/03/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|--|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 03/08/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 03/10/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,850,000.00 | 03/10/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,500,000.00 | 03/20/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$700,000.00 | 03/24/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$700,000.00 | 03/24/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$440,000.00 | 03/31/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,458,333.00 | 03/31/2017 | MANAGEMENT FEE |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$500,000.00 | 03/31/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|--|
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,658,000.00 | 04/05/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$350,000.00 | 04/05/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 04/12/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 04/13/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$150,000.00 | 04/13/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,136,689.00 | 04/21/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,270,000.00 | 04/21/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$315,631.00 | 04/28/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,737,000.00 | 04/28/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,758,000.00 | 05/04/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|---|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$300,000.00 | 05/04/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$619,443.00 | 05/12/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$315,000.00 | 05/12/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 05/16/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$665,860.00 | 05/18/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$357,000.00 | 05/18/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$250,578.13 | 05/19/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$208,937.00 | 05/26/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$200,000.00 | 05/26/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,458,333.33 | 06/02/2017 | MANAGEMENT FEE |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|---|
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,030,000.00 | 06/06/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$2,910,000.00 | 06/06/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$448,000.00 | 06/09/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$155,000.00 | 06/09/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$530,000.00 | 06/16/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$706,000.00 | 06/16/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$441,000.00 | 06/26/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$180,000.00 | 06/26/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$162,000.00 | 06/30/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$156,000.00 | 06/30/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|--|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$450,000.00 | 06/30/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,710,333.33 | 07/07/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,159,000.00 | 07/07/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$117,000.00 | 07/14/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$893,000.00 | 07/14/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$638,000.00 | 07/20/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$527,000.00 | 07/20/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$221,000.00 | 07/28/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$106,000.00 | 07/28/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,762,000.00 | 08/04/2017 | MANAGEMENT FEES / JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|-------------------------------|------------------------------|--------------|---|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$2,185,000.00 | 08/04/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$22,117.23 | 08/09/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$466,000.00 | 08/11/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$136,000.00 | 08/11/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$471,000.00 | 08/18/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$341,000.00 | 08/18/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$327,000.00 | 08/25/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$481,000.00 | 08/25/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,357,000.00 | 09/07/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,458,333.33 | 09/07/2017 | MANAGEMENT FEE |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---|
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$1,382,000.00 | 09/07/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$295,000.00 | 09/15/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$629,000.00 | 09/15/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$614,000.00 | 09/22/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$2,573,000.00 | 09/22/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$24,328.00 | 09/29/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$125,086.00 | 09/29/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$1,458,333.33 | 10/03/2017 | MANAGEMENT FEE |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$87,879.00 | 10/06/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$197,789.00 | 10/06/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |

Debtor Name: Castex Energy Partners, L.P.

Case Number: 17-35835

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**Part 2, Question 4:** Payments or other transfers of property made within 1 year before filing this case that benefited any insider

| Insider's name and address | Relationship to debtor | Total amount or value | Dates | Reasons for payment or transfer |
|--|------------------------|-----------------------|------------|---|
| CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002 | AFFILIATE | \$288,066.51 | 10/13/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES / APPROVED THIRD PARTY EXPENSES |
| CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002 | AFFILIATE | \$97,524.63 | 10/13/2017 | JIB PAYMENTS / INSURANCE PREMIUM REIMBURSEMENTS / AD VALOREM TAXES |

SCHEDULE 5 - Executory Contracts and Unexpired Leases

Fill in this information to identify the case:Debtor name Castex Offshore, Inc.United States Bankruptcy Court for the: Southern District of Texas
(State)Case number (If known): 17-35836 Chapter 11☒ Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).**2. List all contracts and unexpired leases****State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

| | | | |
|------------|--|---|--|
| 2.1 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | MASTER SERVICES AGREEMENT - DATED - 2013 | ABE'S BOAT RENTALS, INC. PO BOX 549 BELLE CHASSE, LA 70037 |
| 2.2 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011 | ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084 |
| 2.3 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014 | ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084 |
| 2.4 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009 | ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084 |
| 2.5 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009 | ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084 |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.6 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.7 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/1979</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.8 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.9 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.10 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/25/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.11 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 09/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.12 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|--|--|--|
| 2.13 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.14 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 08/10/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.15 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.16 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/19/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.17 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/24/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.18 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.19 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 11/02/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.20 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.21 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.22 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.23 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/01/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.24 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PROSPECT PARTICIPATION AGREEMENT - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.25 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.26 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 07/31/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.27 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.28 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.29 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.30 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.31 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.32 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.33 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 09/30/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.34 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.35 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.36 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.37 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - OPTION AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.38 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.39 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/14/2004</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.40 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.41 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.42 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PROSPECT SELECTION LETTER - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.43 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.44 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - OIL CONTRACT - DATED - 01/31/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.45 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.46 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.47 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.48 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - AMI AGREEMENT - DATED - 05/22/2002</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.49 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - COST SHARING AGREEMENT - DATED - 10/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.50 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.51 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.52 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/25/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.53 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.54 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| 2.55 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2014</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.56 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2015</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.57 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 07/01/2011</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.58 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.59 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.60 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/05/2003</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.61 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>UNIT AGREEMENT - OFFSHORE UNIT AGREEMENT - DATED - 01/05/2017</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |

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| 2.62 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/17/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.63 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 11/02/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.64 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 04/08/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.65 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 02/26/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.66 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 08/04/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.67 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.68 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - LIQUID TRANSPORTATION AGREEMENT - DATED - 09/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |

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| 2.69 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.70 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/11/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.71 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.72 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.73 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 10/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.74 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.75 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease | |
|---|---|--|--|
| 2.76 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 06/28/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.77 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.78 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 01/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.79 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/02/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.80 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - MARKETING - DATED - 09/23/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.81 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.82 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/26/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease | |
|---|--|--|--|
| 2.83 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/22/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.84 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.85 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.86 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/14/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.87 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.88 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.89 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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|---|--|--|
| 2.90 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.91 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/05/2002</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.92 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.93 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.94 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 01/13/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.95 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.96 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/18/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |

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|---|---|--|--|
| 2.97 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - LETTER OF UNDERSTANDING - DATED - 02/15/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.98 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 11/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.99 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.100 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/02/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.101 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.102 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |
| 2.103 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> | |

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|---|---|--|
| 2.104 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.105 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.106 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ABRADO 16203 PARK ROW SUITE 160 HOUSTON, TX 77084</p> |
| 2.107 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL CONTRACT (TEST OIL ONLY) - OIL CONTRACT (TEST OIL ONLY) - DATED - 09/19/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ACADIAN OIL & ENVIRONMENTAL 226 DASPIT RD NEW IBERIA, LA 70563</p> |
| 2.108 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ACME TRUCK LINE INC. PO BOX 183 HARVEY, LA 70059-0183</p> |
| 2.109 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/09/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>AGR F J BROWN, INC. 16420 PARK TEN PLACE SUITE 300 HOUSTON, TX 77084</p> |
| 2.110 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ALAMO-PALACE MP 59, LLC 808 TRAVIS STREET SUITE 1444 HOUSTON, TX 77002</p> |

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|---|---|
| 2.111 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/17/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ALL ABOARD DEVELOPMENT CORPORATION ATTN JACK LABORDE 400 POYDRAS STREET SUITE 1560 NEW ORLEANS, LA 70130</p> |
| 2.112 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ALL ABOARD DEVELOPMENT CORPORATION ATTN JACK LABORDE 400 POYDRAS STREET SUITE 1560 NEW ORLEANS, LA 70130</p> |
| 2.113 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 10/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ALL COAST LLC (HERCULES LIFTBOAT COMPANY, L.L.C.) 151 SOUTHPARK LAFAYETTE, LA 70580</p> |
| 2.114 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/23/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ALLISON MARINE CONTRACTORS, INC P.O. BOX DRAWER 511 MORGAN CITY, LA 70381</p> |
| 2.115 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE CORPORATION 2000 POST OAK BLVD SUITE 100 HOUSTON, TX 77056</p> |
| 2.116 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - OFFSHORE PARTICIPATION AGREEMENT AND AMENDMENTS - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE CORPORATION 2000 POST OAK BLVD SUITE 100 HOUSTON, TX 77056</p> |
| 2.117 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/1979</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE CORPORATION 2000 POST OAK BLVD SUITE 100 HOUSTON, TX 77056</p> |

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|---|--|--|
| 2.118 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE CORPORATION 2000 POST OAK BLVD SUITE 100 HOUSTON, TX 77056</p> |
| 2.119 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.120 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.121 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.122 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/25/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.123 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 10/02/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.124 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |

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|---|--|--|
| 2.125 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.126 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 01/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.127 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/20/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.128 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.129 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.130 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.131 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |

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|---|--|--|
| 2.132 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.133 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.134 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.135 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.136 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 09/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>APACHE SHELF EXPLORATION LLC PO BOX 840133 DALLAS, TX 75284-0133</p> |
| 2.137 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 05/17/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ARCHROCK SERVICES, L.P. 16666 NORTHCASE DR. HOUSTON, TX 77060</p> |
| 2.138 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ARENA ENERGY LP 4200 RESEARCH FOREST DRIVE SUITE 500 THE WOODLANDS, TX 77381</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

| List all contracts and unexpired leases | | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|---|---|--|
| 2.139 | State what the contract or lease is for and the nature of the debtor's interest | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013 | ARENA OFFSHORE LP 4200 RESEARCH FOREST DRIVE SUITE 500 THE WOODLANDS, TX 77381 |
| | State the term remaining List the contract number of any government contract | | |
| 2.140 | State what the contract or lease is for and the nature of the debtor's interest | MASTER SERVICES AGREEMENT - DATED - 11/03/2008 | AXIP ENERGY SERVICES, LP / VALERUS COMPRESSION SERVICES, LP 919 MILAM SUITE 1000 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.141 | State what the contract or lease is for and the nature of the debtor's interest | MASTER SERVICES AGREEMENT - DATED - 04/08/2015 | AXIP ENERGY SERVICES, LP / VALERUS COMPRESSION SERVICES, LP 919 MILAM SUITE 1000 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.142 | State what the contract or lease is for and the nature of the debtor's interest | MASTER SERVICES AGREEMENT - DATED - 08/30/2011 | BAKER HUGHES OILFIELD OPERATIONS 2929 ALLEN PARKWAY SUITE 2100 HOUSTON, TX 77019 |
| | State the term remaining List the contract number of any government contract | | |
| 2.143 | State what the contract or lease is for and the nature of the debtor's interest | FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014 | BANDON OIL & GAS LP 2000 W SAM HOUSTON PARKWAY STE 1200 HOUSTON, TX 77042 |
| | State the term remaining List the contract number of any government contract | | |
| 2.144 | State what the contract or lease is for and the nature of the debtor's interest | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013 | BENNU OIL & GAS, LLC 4600 POST OAK PLACE SUITE 100 HOUSTON, TX 77027 |
| | State the term remaining List the contract number of any government contract | | |
| 2.145 | State what the contract or lease is for and the nature of the debtor's interest | MASTER SERVICES AGREEMENT | BLACK ELK ENERGY OFFSHORE OPS PO BOX 4869 DEPT. 370 HOUSTON, TX 77210-4869 |
| | State the term remaining List the contract number of any government contract | | |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.146 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.147 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.148 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.149 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.150 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.151 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |
| 2.152 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>BOIS D' ARC EXPLORATION LLC 9450 GROGANS MILL RD. SUITE 100 THE WOODLANDS, TX 77380</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.153 State what the contract or lease is for and the nature of the debtor's interest PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000

BP CORPORATION NORTH AMERICA INC.
201 HELIOS WAY
HOUSTON, TX 77079

State the term remaining
List the contract number of any government contract

2.154 State what the contract or lease is for and the nature of the debtor's interest PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000

BP CORPORATION NORTH AMERICA INC.
201 HELIOS WAY
HOUSTON, TX 77079

State the term remaining
List the contract number of any government contract

2.155 State what the contract or lease is for and the nature of the debtor's interest MASTER SERVICES AGREEMENT

BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT
1201 ELMWOOD PARK BLVD
NEW ORLEANS, LA 70123

State the term remaining
List the contract number of any government contract

2.156 State what the contract or lease is for and the nature of the debtor's interest LETTER AGREEMENT - LETTER AGREEMENT - DATED - 08/16/2017

BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT
1201 ELMWOOD PARK BLVD
NEW ORLEANS, LA 70123

State the term remaining
List the contract number of any government contract

2.157 State what the contract or lease is for and the nature of the debtor's interest MASTER SERVICES AGREEMENT - DATED - 06/15/2011

BURNER FIRE CONTROL
301 INDUSTRIAL PKWY.
LAFAYETTE, LA 70508

State the term remaining
List the contract number of any government contract

2.158 State what the contract or lease is for and the nature of the debtor's interest MASTER SERVICES AGREEMENT - DATED - 12/02/2015

CANIK FEED AND GROCERY LLC
4459 W CREOLE HWY
CAMERON, LA 70631

State the term remaining
List the contract number of any government contract

2.159 State what the contract or lease is for and the nature of the debtor's interest MASTER SERVICES AGREEMENT - DATED - 01/10/2014

CARDINAL SERVICES, LLC
P.O. BOX 9637
BEW IBERIA, LA 70562

State the term remaining
List the contract number of any government contract

Debtor Castex Offshore, Inc.
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|---|--|---|
| 2.160 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/01/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CASED HOLE WELL SERVICES, LLC 1197 MAGNOLIA ROAD SUITE B WASKOM, TX 75692</p> |
| 2.161 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SHARED SERVICES AGREEMENT - DATED - 03/04/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CASTEX ENERGY I, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002</p> |
| 2.162 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SHARED SERVICES AGREEMENT - DATED - 03/04/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CASTEX ENERGY II, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002</p> |
| 2.163 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SHARED SERVICES AGREEMENT - DATED - 03/04/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CASTEX ENERGY INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2900 HOUSTON, TX 77002</p> |
| 2.164 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CASTEX OFFSHORE INC. ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.165 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CETCO ENERGY SERVICES ATTN: MR. ROBERT J TRAUGER PRESIDENT 3601 PAUL SEGURA PARKWAY NEW IBERIA, LA 70560</p> |
| 2.166 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 07/01/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>CHALLENGER MINERALS INC ATTN JIM BIBBY 15375 SUITE G200 HOUSTON, TX 77079</p> |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.167 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHALLENGER MINERALS INC ATTN JIM BIBBY 15375 SUITE G200 HOUSTON, TX 77079</p> |
| 2.168 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHALLENGER MINERALS INC ATTN JIM BIBBY 15375 SUITE G200 HOUSTON, TX 77079</p> |
| 2.169 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHALLENGER MINERALS INC ATTN JIM BIBBY 15375 SUITE G200 HOUSTON, TX 77079</p> |
| 2.170 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.171 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.172 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 01/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.173 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.174 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 03/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.175 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PHA - PHA - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.176 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.177 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.178 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.179 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.180 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |

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|---|---|--|
| 2.181 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 07/30/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.182 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PHA (INCLUDES DEHYDRATION) - PHA (INCLUDES DEHYDRATION) - DATED - 07/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.183 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.184 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 06/28/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.185 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.186 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 07/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |
| 2.187 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CHEVRON USA INC ATTN CORRY WOOLINGTON C/O CHEVRON USA PRODUCTION COMPANY PO BOX 1635 HOUSTON, TX 77251-1635</p> |

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|---|---|--|--|
| 2.188 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.189 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.190 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.191 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.192 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.193 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - MARKETING - DATED - 09/23/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |
| 2.194 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> | |

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|---|--|--|
| 2.195 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> |
| 2.196 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CL&F RESOURCES LP 450 GEARS RD SUITE 700 HOUSTON, TX 77067-4534</p> |
| 2.197 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES (SHUT-IN)</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CONOCO PHILLIPS COMPANY PO BOX 2197 HOUSTON, TX 77252-2197</p> |
| 2.198 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR TRANSPORTATION</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CONOCO PHILLIPS COMPANY PO BOX 2197 HOUSTON, TX 77252-2197</p> |
| 2.199 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CONOCOPHILLIPS COMPANY PO BOX 2197 SUITE CH 1080 HOUSTON, TX 77079</p> |
| 2.200 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/10/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CREOLE COMPRESSION, LLC P.O. BOX 448 HOUMA, LA 70361</p> |
| 2.201 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>CV ENERGY CORPORATION C/O APACHE DEEPWATER LLC 2000 W SAM HOUSTON PKWY SOUTH SUITE 1600 HOUSTON, TX 77042</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|---|
| 2.202 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/17/2014</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ECOSERV 207 TOWN CENTER PARKWAY, 2ND FLOOR LAFAYETTE, LA 7006</p> |
| 2.203 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 03/01/2000</p> <p>State the term remaining List the contract number of any government contract</p> | <p>EL PASO PRODUCTION OIL & GAS USA, L.P. ATTN: JAMES COLE NINE GREENWAY PLAZA HOUSTON, TX 77046</p> |
| 2.204 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ELEMENT MATERIALS TECHNOLOGY LAFAYETTE, LLC 32532 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0325</p> |
| 2.205 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 06/18/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ELITE COMMUNICATIONS SERVICES 102 DEER TREE LAFAYETTE, LA 70507</p> |
| 2.206 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ENERGY XXI GOM, LLC 1021 MAIN SUITE 2626 HOUSTON, TX 77002</p> |
| 2.207 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ENI PETROLEUM US LLC ATTN: BUSINESS DEVELOPMENT MANAGER 1200 SMITH STREET SUITE 1700 HOUSTON, TX 77002</p> |
| 2.208 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ENLINK LIG LIQUIDS LLC 2501 CEDAR SPRINGS ROAD SUITE 100 DALLAS, TX 75201-7864</p> |

Debtor Castex Offshore, Inc.
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|---|---|--|
| 2.209 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - REVISED TO INCLUDE FLASH GAS - GAS PROCESSING AGREEMENT - REVISED TO INCLUDE FLASH GAS - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENLINK LIG LIQUIDS LLC 2501 CEDAR SPRINGS ROAD SUITE 100 DALLAS, TX 75201-7864</p> |
| 2.210 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENLINK LIG LIQUIDS LLC 2501 CEDAR SPRINGS ROAD SUITE 100 DALLAS, TX 75201-7864</p> |
| 2.211 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - REVISED TO INCLUDE FLASH GAS - GAS PROCESSING AGREEMENT - REVISED TO INCLUDE FLASH GAS - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENLINK LIG LIQUIDS LLC 2501 CEDAR SPRINGS ROAD SUITE 100 DALLAS, TX 75201-7864</p> |
| 2.212 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTEK USA LIMITED LLC ATTN PAUL GARNER 15 RHEOLA ST WEST PERTH 6005 AUSTRALIA</p> |
| 2.213 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.214 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.215 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING - PROCESSING - DATED - 11/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |

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| 2.216 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING - PROCESSING - DATED - 01/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.217 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 11/03/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.218 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING - PROCESSING - DATED - 11/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.219 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 11/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.220 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.221 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |
| 2.222 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY P.O. BOX 8108 BATON ROUGE, LA 70891-8108</p> |

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|---|--|--|--|
| 2.223 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>AMENDMENT TO GAS PROCESSING AGREEMENT & GAS GATHERING AGREEMENT - AMENDMENT TO GAS PROCESSING AGREEMENT & GAS</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY LOUISIANA, LLC 1000 HARIMAW COURT WEST METAIRIE, LA 70001</p> | |
| 2.224 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>AMENDMENT TO GAS PROCESSING AGREEMENT & GAS GATHERING AGREEMENT - AMENDMENT TO GAS PROCESSING AGREEMENT & GAS</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERGY LOUISIANA, LLC 1000 HARIMAW COURT WEST METAIRIE, LA 70001</p> | |
| 2.225 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING - PROCESSING - DATED - 06/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867</p> | |
| 2.226 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HYDROCARBON STABILIZATION AGREEMENT - LIQUID HYDROCARBON STABILIZATION AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867</p> | |
| 2.227 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867</p> | |
| 2.228 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HYDROCARBON STABILIZATION AGREEMENT - LIQUID HYDROCARBON STABILIZATION AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867</p> | |
| 2.229 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS PROCESSING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENTERPRISE GAS PROCESSING,LLC P O BOX 972867 DALLAS, TX 75397-2867</p> | |

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|---|--|--|
| 2.230 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENVEN ENERGY VENTURES, LLC 333 CLAY STREET, SUITE 4200 HOUSTON, TX 77002</p> |
| 2.231 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENVEN ENERGY VENTURES, LLC 333 CLAY STREET, SUITE 4200 HOUSTON, TX 77002</p> |
| 2.232 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/22/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENVIRONMENTAL ENTERPRISES USA 58485 PEARL ACRES RD. SUITE D SLIDELL, LA 70461</p> |
| 2.233 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/26/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ENVIRONMENTAL SAFETY & HEALTH CONSULTING SERVICES, INC. P.O. BOX 9217 HOUMA, LA 70361</p> |
| 2.234 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>EPL OIL & GAS INC 919 MILAM SUITE 1650 HOUSTON, TX 77002</p> |
| 2.235 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>EPL OIL & GAS INC 919 MILAM SUITE 1650 HOUSTON, TX 77002</p> |
| 2.236 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 12/10/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>EXLP OPERATING LLC 1114 HUGHES ROAD BROUSSARD, LA 70518</p> |

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|---|--|--|
| 2.237 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 01/10/2012</p> <p>State the term remaining List the contract number of any government contract</p> | <p>EXPEDITORS & PRODUCTION SERVICES COMPANY, INC. (EPS) P.O. BOX 80644 LAFAYETTE, LA 70598</p> |
| 2.238 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 01/27/2012</p> <p>State the term remaining List the contract number of any government contract</p> | <p>EXPRO AMERICAS, LLC - NORTH AMERICA OFFSHORE 738 HWY. 6 SOUTH SUITE 1000 HOUSTON, TX 77079</p> |
| 2.239 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 05/04/2012</p> <p>State the term remaining List the contract number of any government contract</p> | <p>EXTERRAN ENERGY SOLUTIONS, L.P. 16666 NORTHCASE DR. HOUSTON, TX 77060</p> |
| 2.240 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 03/31/2017</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FACILITY SERVICES & SUPPLY, LLC 16029 NORTHWEST BLVD. ROBSTOWN, TX 78380</p> |
| 2.241 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/02/1998</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FIDELITY OIL HOLDINGS INC ATTN FREDERICK WOSICK VP OPERATIONS AND ACQUISITIONS 918 EAST DIVIDE AVE SUITE 200 BISMARCK, ND 58501</p> |
| 2.242 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 05/05/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.243 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HANDLING AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |

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|---|---|--|--|
| 2.244 | State what the contract or lease is for and the nature of the debtor's interest OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.245 | State what the contract or lease is for and the nature of the debtor's interest SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 07/01/2014 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.246 | State what the contract or lease is for and the nature of the debtor's interest FARMOUT - FARMOUT AGREEMENT - DATED - 07/01/2013 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.247 | State what the contract or lease is for and the nature of the debtor's interest MARKETING AGREEMENT - COST SHARING AGREEMENT - DATED - 10/01/2015 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.248 | State what the contract or lease is for and the nature of the debtor's interest JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.249 | State what the contract or lease is for and the nature of the debtor's interest JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/1979 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |
| 2.250 | State what the contract or lease is for and the nature of the debtor's interest OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014 State the term remaining List the contract number of any government contract | FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042 | |

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|---|---|--|
| 2.251 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.252 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONDENSATE TANSPORT AND SEPARATION AGREEMENT - CONDENSATE TANSPORT AND SEPARATION AGREEMENT - DATED - 05/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.253 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 10/07/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.254 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.255 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.256 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY LLC 2000 W SAM HOUSTON PARKWAY SUITE 1200 HOUSTON, TX 77042</p> |
| 2.257 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>FIELDWOOD ENERGY OFFSHORE LLC 2000 W SAM HOUSTON PARKWAY STE 1200 HOUSTON, TX 77042</p> |

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|---|--|--|--|
| 2.258 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FLAMECO INDUSTRIES INC. 5943 E 13TH TULSA, OK 74112</p> | |
| 2.259 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FOUR STAR OIL AND GAS COMPANY ATTN: LAND MANAGER 100 NORTH PARK BLVD COVINGTON, LA 70433</p> | |
| 2.260 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/14/2004</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FREEPORT-MCMORAN OIL AND GAS LLC ATTN: TREASURY DEPARTMENT 700 MILAM STREET SUITE 3100 HOUSTON, TX 77002-2815</p> | |
| 2.261 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/25/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>FUGRO CHANCE INC. 200 DULLES DRIVE LAFAYETTE, LA 70506</p> | |
| 2.262 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GASPER RICE RESOURCES LTD 4201 FM 1960 WEST STE 400 HOUSTON, TX 77068</p> | |
| 2.263 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 11/01/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GCER OFFSHORE LLC 500 DALLAS STREET SUITE 2000 HOUSTON, TX 77002</p> | |
| 2.264 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 01/23/2012</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GE OIL & GAS PRESSURE CONTROL, LP 4424 WEST SAM HOUSTON PARKWAY N. HOUSTON, TX 77041</p> | |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease | |
|---|--|--|--|
| 2.265 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SEISMIC LICENSE</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER 1740 WESTHEIMER SUITE 200 HOUSTON, TX 77098</p> | |
| 2.266 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOM 2013 LLC 1111 GILLINGHAM LANE SUGAR LAND, TX 77478</p> | |
| 2.267 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOM 2013 LLC 1111 GILLINGHAM LANE SUGAR LAND, TX 77478</p> | |
| 2.268 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOM-C OFFSHORE LLC ATTN TIM GRAY 9 W 57TH ST 39TH FLOOR NEW YORK, NY 10028</p> | |
| 2.269 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.270 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.271 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/02/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |

Debtor Castex Offshore, Inc.
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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.272 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 11/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.273 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.274 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.275 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.276 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - OIL CONTRACT - DATED - 01/31/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.277 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.278 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.279 State what the contract or lease is for and the nature of the debtor's interest PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/22/2009

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.280 State what the contract or lease is for and the nature of the debtor's interest JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2008

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.281 State what the contract or lease is for and the nature of the debtor's interest FIRM GAS GATHERING AGREEMENT - FIRM GAS GATHERING AGREEMENT - DATED - 02/26/2016

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.282 State what the contract or lease is for and the nature of the debtor's interest PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 11/01/2009

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.283 State what the contract or lease is for and the nature of the debtor's interest FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.284 State what the contract or lease is for and the nature of the debtor's interest OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

2.285 State what the contract or lease is for and the nature of the debtor's interest PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/15/2015

GOME 1271, LLC
ATTN: ASHLEY GREEN
333 CLAY STREET
SUITE 2820
HOUSTON, TX 77002

State the term remaining
List the contract number of any government contract

Debtor Castex Offshore, Inc.
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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|---|--|
| 2.286 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/25/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.287 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.288 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.289 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 04/08/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.290 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 06/28/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.291 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.292 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.293 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.294 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 08/04/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.295 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.296 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/02/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.297 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.298 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - GAS PROCESSING AGREEMENT - DATED - 11/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.299 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 02/26/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.300 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.301 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/11/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.302 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.303 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.304 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 01/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.305 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.306 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/1979</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|---|--|
| 2.307 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.308 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.309 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - MARKETING - DATED - 09/23/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.310 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/14/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.311 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - LETTER OF UNDERSTANDING - DATED - 02/15/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.312 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.313 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.314 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.315 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.316 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/18/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.317 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 10/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.318 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.319 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/25/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.320 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|---|--|
| 2.321 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - OFFSHORE PARTICIPATION AGREEMENT AND AMENDMENTS - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.322 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/26/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.323 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.324 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/18/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.325 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.326 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/17/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.327 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.328 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - COST SHARING AGREEMENT - DATED - 10/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.329 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PROSPECT PARTICIPATION AGREEMENT - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.330 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.331 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 09/29/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.332 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.333 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>UNIT AGREEMENT - OFFSHORE UNIT AGREEMENT - DATED - 01/05/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.334 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

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|---|--|--|
| 2.335 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.336 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 08/10/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.337 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/05/2003</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.338 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - AMI AGREEMENT - DATED - 05/22/2002</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.339 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PROSPECT SELECTION LETTER - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.340 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.341 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

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|---|---|--|
| 2.342 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.343 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.344 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.345 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.346 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - LIQUID TRANSPORTATION AGREEMENT - DATED - 09/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.347 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT DEVELOPMENT AGREEMENT - JOINT DEVELOPMENT AGREEMENT - DATED - 07/30/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.348 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

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|---|--|--|
| 2.349 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.350 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 01/13/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.351 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - OPTION AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.352 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.353 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.354 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 09/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.355 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/25/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |

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|---|---|--|--|
| 2.356 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.357 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.358 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.359 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.360 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.361 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 07/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |
| 2.362 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> | |

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| 2.363 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.364 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.365 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271, LLC ATTN: ASHLEY GREEN 333 CLAY STREET SUITE 2820 HOUSTON, TX 77002</p> |
| 2.366 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.367 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.368 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.369 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |

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| 2.370 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/01/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.371 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/24/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.372 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.373 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.374 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.375 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/05/2002</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.376 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/14/2004</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>GOME 1271- CASTEX ENERGY 2014 333 CLAY STREET SUITE 2000 HOUSTON, TX 77002</p> |

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.377 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/10/2012</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GREEN FIELD SERVICES, INC. 4023 AMBASSADOR CAFFERY PKWY SUITE 200 LAFAYETTE, LA 70503</p> |
| 2.378 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 02/09/2016</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GULF COAST COMPANIES, INC. DBA JONES OILFIELD SERVICE & SUPPLY, LLC & GULF COAST CHEMICAL, LLC P.O. BOX 62600, DEPT. 1433 NEW ORLEANS, LA 70615</p> |
| 2.379 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 02/08/2016</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GULF COAST COMPANIES, INC. DBA JONES OILFIELD SERVICE & SUPPLY, LLC & GULF COAST CHEMICAL, LLC P.O. BOX 62600, DEPT. 1433 NEW ORLEANS, LA 70615</p> |
| 2.380 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/18/2016</p> <p>State the term remaining List the contract number of any government contract</p> | <p>GULFSTREAM SERVICES INC. 723 POINT ST. HOUMA, LA 70360</p> |
| 2.381 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>TRANSPORTATION - TRANSPORTATION - DATED - 01/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>HARVEST PIPELINE COMPANY 1201 LOUISIANA, SUITE 1400 HOUSTON, TX 77002</p> |
| 2.382 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>NGL BANK AGREEMENT - NGL BANK AGREEMENT - DATED - 11/01/2014</p> <p>State the term remaining List the contract number of any government contract</p> | <p>HIGH ISLAND OFFSHORE SYSTEM LLC 1100 LOUISIANA HOUSTON, TX 77002</p> |
| 2.383 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GUARANTEES - GUARANTY AGREEMENT - DATED - 11/01/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>HIGH ISLAND OFFSHORE SYSTEM LLC 1100 LOUISIANA HOUSTON, TX 77002</p> |

Debtor Castex Offshore, Inc.
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|---|---|--|--|
| 2.384 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>IT TRANSPORTATION AGREEMENT - IT TRANSPORTATION AGREEMENT - DATED - 11/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH ISLAND OFFSHORE SYSTEM LLC</p> <p>1100 LOUISIANA</p> <p>HOUSTON, TX 77002</p> | |
| 2.385 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION SCHEDULING AGREEMENT - PRODUCTION SCHEDULING AGREEMENT - DATED - 01/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH ISLAND OFFSHORE SYSTEM LLC</p> <p>1100 LOUISIANA</p> <p>HOUSTON, TX 77002</p> | |
| 2.386 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT - ITS TRANSPORTATION - PTR - SERVICE AGREEMENT - ITS TRANSPORTATION - PTR - DATED - 08/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC</p> <p>2103 CITY WEST BLVD</p> <p>BLDG 4 SUITE 800</p> <p>HOUSTON, TX 77042</p> | |
| 2.387 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT - ITS TRANSPORTATION - SERVICE AGREEMENT - ITS TRANSPORTATION - DATED - 08/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC</p> <p>2103 CITY WEST BLVD</p> <p>BLDG 4 SUITE 800</p> <p>HOUSTON, TX 77042</p> | |
| 2.388 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INTERCONNECT AGREEMENT - INTERCONNECT AGREEMENT - DATED - 05/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC</p> <p>2103 CITY WEST BLVD</p> <p>BLDG 4 SUITE 800</p> <p>HOUSTON, TX 77042</p> | |
| 2.389 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT - ITS TRANSPORTATION - SERVICE AGREEMENT - ITS TRANSPORTATION - DATED - 02/12/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC</p> <p>2103 CITY WEST BLVD</p> <p>BLDG 4 SUITE 800</p> <p>HOUSTON, TX 77042</p> | |
| 2.390 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT - ITS TRANSPORTATION - SERVICE AGREEMENT - ITS TRANSPORTATION - DATED - 02/12/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC</p> <p>2103 CITY WEST BLVD</p> <p>BLDG 4 SUITE 800</p> <p>HOUSTON, TX 77042</p> | |

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|---|---|--|
| 2.391 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>REIMBURSEMENT AGREEMENT - REIMBURSEMENT AGREEMENT - DATED - 03/24/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC 2103 CITY WEST BLVD BLDG 4 SUITE 800 HOUSTON, TX 77042</p> |
| 2.392 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT - ITS TRANSPORTATION - PTR - SERVICE AGREEMENT - ITS TRANSPORTATION - PTR - DATED - 02/12/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HIGH POINT GAS TRANSMISSION, LLC 2103 CITY WEST BLVD BLDG 4 SUITE 800 HOUSTON, TX 77042</p> |
| 2.393 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 05/10/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HLP ENGINEERING, INC. PO BOX 52805 LAFAYETTE, LA 70505</p> |
| 2.394 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HOUSTON ENERY LP 1415 LOUISIANA SUITE 2400 HOUSTON, TX 77002</p> |
| 2.395 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>HUNT OIL COMPANY 1900 NORTH AKARD STREET DALLAS, TX 75201-2300</p> |
| 2.396 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 10/06/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>J. CONNOR CONSULTING, INC. 19219 KATY FREEWAY SUITE 200 HOUSTON, TX 77094</p> |
| 2.397 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INDEPENDENT CONTRACTORS - MASTER WORK SERVICES AGREEMENT - DATED - 07/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>JAB ENERGY SOLUTIONS II, LLC PRESIDENT BRENT BOURDEAUX 262 NORTH SAM HOUSTON PARKWAY EAST SUITE 230 HOUSTON, TX 77060</p> |

Debtor Castex Offshore, Inc.
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|---|---|--|--|
| 2.398 | State what the contract or lease is for and the nature of the debtor's interest MASTER SERVICES AGREEMENT | JOHN W STONE OIL DIST., LLC PO BOX 4869 HOUSTON, TX 77210-4869 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.399 | State what the contract or lease is for and the nature of the debtor's interest FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.400 | State what the contract or lease is for and the nature of the debtor's interest PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.401 | State what the contract or lease is for and the nature of the debtor's interest PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.402 | State what the contract or lease is for and the nature of the debtor's interest MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.403 | State what the contract or lease is for and the nature of the debtor's interest PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |
| 2.404 | State what the contract or lease is for and the nature of the debtor's interest PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/18/2008 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 | |
| | State the term remaining List the contract number of any government contract | | |

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|---|---|---|--|
| 2.405 | State what the contract or lease is for and the nature of the debtor's interest | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/11/2011 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.406 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.407 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.408 | State what the contract or lease is for and the nature of the debtor's interest | FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.409 | State what the contract or lease is for and the nature of the debtor's interest | JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.410 | State what the contract or lease is for and the nature of the debtor's interest | LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |
| 2.411 | State what the contract or lease is for and the nature of the debtor's interest | FARMOUT - FARMOUT AGREEMENT - DATED - 04/08/2008 | JUNIPER EXPLORATION LLC 405 MAIN STREET SUITE 850 HOUSTON, TX 77002 |
| | State the term remaining List the contract number of any government contract | | |

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|---|---|--|
| 2.412 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 04/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.413 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 04/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.414 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 04/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.415 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ELECTION FORM FOR PIPELINE CONDENSATE AND FLASH GAS AT PATTERSON TERMINAL - ELECTION FORM FOR PIPELINE CONDENSATE AND FLASH GAS AT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.416 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HANDLING AGREEMENT - LIQUID HANDLING AGREEMENT - DATED - 10/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.417 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION (BLUEWATER) - LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION (BLUEWATER)</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |
| 2.418 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HANDLING AGREEMENT - LIQUID HANDLING AGREEMENT - DATED - 10/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002 |

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|---|---|--|--|
| 2.419 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PIPELINE CONDENSATE REDUCTION AGREEMENT (PATTERSON) - PIPELINE CONDENSATE REDUCTION AGREEMENT (PATTERSON) - DATE</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.420 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION - LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION - DATED - 09/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.421 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PIPELINE CONDENSATE AGREEMENT (BLUEWATER) - PIPELINE CONDENSATE AGREEMENT (BLUEWATER) - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.422 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ELECTION FORM FOR PIPELINE CONDENSATE AND FLASH GAS AT PATTERSON TERMINAL - ELECTION FORM FOR PIPELINE CONDENSATE AND FLASH GAS AT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.423 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PIPELINE CONDENSATE REDUCTION AGREEMENT (PATTERSON) - PIPELINE CONDENSATE REDUCTION AGREEMENT (PATTERSON) - DATE</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.424 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 04/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |
| 2.425 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PIPELINE CONDENSATE AGREEMENT (BLUEWATER) - PIPELINE CONDENSATE AGREEMENT (BLUEWATER) - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> | |

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|---|---|--|
| 2.426 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION - LIQUIDS TRANSPORTATION, SEPARATION AND DEHYDRATION - DATED - 09/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>KINETICA ENERGY 1001 MCKINNEY, SUITE 900 HOUSTON, TX 77002</p> |
| 2.427 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/15/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>LLOG EXPLORATION OFFSHORE INC 433 METAIRIE ROAD SUITE 600 METAIRIE , LA 70005</p> |
| 2.428 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>LLOG EXPLORATION TEXAS LP ATTN K SCOTT SPENCE 11700 OLD KATY ROAD SUITE 295 HOUSTON, TX 77079</p> |
| 2.429 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/15/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>LOUISIANA VALVE SOURCE 101 METALS DR YOUNGVILLE, LA 70592</p> |
| 2.430 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAGNOLIA EXPLORATION & PRODUCTION LP 4201 FM 1960 WEST SUITE 420 HOUSTON, TX 77068</p> |
| 2.431 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PROSPECT SELECTION LETTER - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAGNOLIA EXPLORATION & PRODUCTION LP 4201 FM 1960 WEST SUITE 420 HOUSTON, TX 77068</p> |
| 2.432 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAGNOLIA EXPLORATION & PRODUCTION LP 4201 FM 1960 WEST SUITE 420 HOUSTON, TX 77068</p> |

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|---|---|--|--|
| 2.433 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 06/20/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAGNUM MUD EQUIPMENT COMPANY</p> <p>P.O. BOX 4258</p> <p>HOUMA, LA 70361</p> | |
| 2.434 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONNECT AGREEMENT - CONNECT AGREEMENT - DATED - 04/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAIN PASS OIL GATHERING COMPANY, LLC</p> <p>1600 STUEBNER AIRLINE</p> <p>SUITE 420</p> <p>SPRING, TX 77379</p> | |
| 2.435 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GATHERING AGREEMENT - GATHERING AGREEMENT - DATED - 10/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MAIN PASS OIL GATHERING COMPANY, LLC</p> <p>1600 STUEBNER AIRLINE</p> <p>SUITE 420</p> <p>SPRING, TX 77379</p> | |
| 2.436 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INTERACTIVE INTERNET WEBSITE AGREEMENT - INTERACTIVE INTERNET WEBSITE AGREEMENT - DATED - 11/23/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC</p> <p>1100 LOUISIANA</p> <p>SUITE 3300</p> <p>HOUSTON, TX 77002</p> | |
| 2.437 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FIRST AMENDMENT TO GAS GATHERING AGREEMENT - FIRST AMENDMENT TO GAS GATHERING AGREEMENT - DATED - 02/26/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC</p> <p>1100 LOUISIANA</p> <p>SUITE 3300</p> <p>HOUSTON, TX 77002</p> | |
| 2.438 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INTERACTIVE INTERNET WEBSITE AGREEMENT - INTERACTIVE INTERNET WEBSITE AGREEMENT - DATED - 11/23/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC</p> <p>1100 LOUISIANA</p> <p>SUITE 3300</p> <p>HOUSTON, TX 77002</p> | |
| 2.439 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FIRM GAS GATHERING AGREEMENT - FIRM GAS GATHERING AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC</p> <p>1100 LOUISIANA</p> <p>SUITE 3300</p> <p>HOUSTON, TX 77002</p> | |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|---|--|
| 2.440 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FIRST AMENDMENT TO GAS GATHERING AGREEMENT - FIRST AMENDMENT TO GAS GATHERING AGREEMENT - DATED - 02/26/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC 1100 LOUISIANA SUITE 3300 HOUSTON, TX 77002</p> |
| 2.441 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FIRM GAS GATHERING AGREEMENT - FIRM GAS GATHERING AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC 1100 LOUISIANA SUITE 3300 HOUSTON, TX 77002</p> |
| 2.442 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS SEPARATION AGREEMENT - LIQUIDS SEPARATION AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC 1100 LOUISIANA SUITE 3300 HOUSTON, TX 77002</p> |
| 2.443 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS SEPARATION AGREEMENT - LIQUIDS SEPARATION AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MANTA RAY OFFSHORE GATHERING LLC 1100 LOUISIANA SUITE 3300 HOUSTON, TX 77002</p> |
| 2.444 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 08/04/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MARITECH RESOURCES INC 24955 I-45 NORTH THE WOODLANDS, TX 77380</p> |
| 2.445 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 02/06/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MARTIN ENERGY SERVICES THREE RIVERWAY SUITE 300 HOUSTON, TX 77056</p> |
| 2.446 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MC OFFSHORE PETROLEUM, LLC ATTN ASHU VASHISHT 1800 W LOOP SOUTH SUITE 1925 HOUSTON, TX 77027</p> |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.447 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/26/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MEDIC SYSTEMS, INC. 9821 KATY FREEWAY SUITE 400 HOUSTON, TX 77024</p> |
| 2.448 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 33112 LEASE NUMBER - PL018001 - DATED - 06/01/2009 ALL OF BLOCK 18 SOUTH PFTO A</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MINERALS MANAGEMENT SERVICE P O BOX 25627 DENVER, CO 80225</p> |
| 2.449 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. C/O EXXONMOBIL PRODUCTION COMPANY 222 BENMAR HOUSTON, TX 77060</p> |
| 2.450 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 01/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. C/O EXXONMOBIL PRODUCTION COMPANY 222 BENMAR HOUSTON, TX 77060</p> |
| 2.451 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. C/O EXXONMOBIL PRODUCTION COMPANY 222 BENMAR HOUSTON, TX 77060</p> |
| 2.452 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/21/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. C/O EXXONMOBIL PRODUCTION COMPANY 222 BENMAR HOUSTON, TX 77060</p> |
| 2.453 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NANTIM ENERGY INC ATTN JAMES HARDWICK PO BOX 87052 LAFAYETTE, LA 70598</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|--|--|--|
| 2.454 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/07/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NATIONAL OILWELL VARCO, L.P. PO BOX 202631 DALLAS, TX 75320</p> | |
| 2.455 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATON AGREEMENT - LIQUIDS TRANSPORTATON AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |
| 2.456 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>DEPOSIT AMOUNT AND CASH COLLATERAL ACCOUNT CONTROL AGREEMENT - DEPOSIT AMOUNT AND CASH COLLATERAL ACCOUNT CONTROL AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |
| 2.457 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT (IT GAS TRANSPORT AGRMT) - SERVICE AGREEMENT (IT GAS TRANSPORT AGRMT) - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |
| 2.458 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATON AGREEMENT - LIQUIDS TRANSPORTATON AGREEMENT - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |
| 2.459 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE AGREEMENT (IT GAS TRANSPORT AGRMT) - SERVICE AGREEMENT (IT GAS TRANSPORT AGRMT) - DATED - 03/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |
| 2.460 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>DEPOSIT AMOUNT AND CASH COLLATERAL ACCOUNT CONTROL AGREEMENT - DEPOSIT AMOUNT AND CASH COLLATERAL ACCOUNT CONTROL AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>NAUTILUS PIPELINE CO LLC 1100 LOUISIANA ST., STE 3300 HOUSTON, TX 77002</p> | |

Debtor Castex Offshore, Inc.
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|---|---|---|--|
| 2.461 | State what the contract or lease is for and the nature of the debtor's interest | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 05/05/2009 | NEWFIELD EXPLORATION COMPANY 363 N SAM HOUSTON PARKWAY E STE 2020 SUITE 2020 HOUSTON, TX 77060 |
| | State the term remaining List the contract number of any government contract | | |
| 2.462 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009 | NEWFIELD EXPLORATION COMPANY 363 N SAM HOUSTON PARKWAY E STE 2020 SUITE 2020 HOUSTON, TX 77060 |
| | State the term remaining List the contract number of any government contract | | |
| 2.463 | State what the contract or lease is for and the nature of the debtor's interest | FARMOUT - FARMOUT AGREEMENT - DATED - 09/05/2003 | NEWFIELD EXPLORATION COMPANY 363 N SAM HOUSTON PARKWAY E STE 2020 SUITE 2020 HOUSTON, TX 77060 |
| | State the term remaining List the contract number of any government contract | | |
| 2.464 | State what the contract or lease is for and the nature of the debtor's interest | PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/14/2014 | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.465 | State what the contract or lease is for and the nature of the debtor's interest | JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013 | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.466 | State what the contract or lease is for and the nature of the debtor's interest | PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/11/2014 | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.467 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 01/13/2017 | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |

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|---|---|---|--|
| 2.468 | State what the contract or lease is for and the nature of the debtor's interest | JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013 | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.469 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT | NEXEN PETROLEUM OFFSHORE USA INC 945 BUNKER HILL ROAD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.470 | State what the contract or lease is for and the nature of the debtor's interest | PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/11/2014 | NEXEN PETROLEUM USA INC. 945 BUNKER HILL RD SUITE 1400 HOUSTON, TX 77024 |
| | State the term remaining List the contract number of any government contract | | |
| 2.471 | State what the contract or lease is for and the nature of the debtor's interest | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 05/05/2009 | NORTHSTAR OFFSHORE ENERGY PARTNERS, LLC ATTN BRIAN MACMILLAN 11 GREENWAY PLAZA SUITE 2800 HOUSTON, TX 77072 |
| | State the term remaining List the contract number of any government contract | | |
| 2.472 | State what the contract or lease is for and the nature of the debtor's interest | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009 | NORTHSTAR OFFSHORE ENERGY PARTNERS, LLC ATTN BRIAN MACMILLAN 11 GREENWAY PLAZA SUITE 2800 HOUSTON, TX 77072 |
| | State the term remaining List the contract number of any government contract | | |
| 2.473 | State what the contract or lease is for and the nature of the debtor's interest | MARKETING AGREEMENT - COST SHARING AGREEMENT - DATED - 10/01/2015 | NORTHSTAR OFFSHORE ENERGY PARTNERS, LLC ATTN BRIAN MACMILLAN 11 GREENWAY PLAZA SUITE 2800 HOUSTON, TX 77072 |
| | State the term remaining List the contract number of any government contract | | |
| 2.474 | State what the contract or lease is for and the nature of the debtor's interest | JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/2011 | NORTHSTAR OFFSHORE ENERGY PARTNERS, LLC ATTN BRIAN MACMILLAN 11 GREENWAY PLAZA SUITE 2800 HOUSTON, TX 77072 |
| | State the term remaining List the contract number of any government contract | | |

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|---|--|--|
| 2.475 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/18/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OCEANEERING INTERNATIONAL, INC. 11911 FM 529 HOUSTON, TX 77041</p> |
| 2.476 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - LEASE - CONTRACT ID - G 25118</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.477 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35493 LEASE NUMBER - HIA07000 - DATED - 12/01/2014 HIGH ISLAND BLOCK A7</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.478 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35110 LEASE NUMBER - HIA38000 - DATED - 12/01/2013 HIGH ISLAND BLOCK A380</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.479 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 34025 LEASE NUMBER - HI117001 - DATED - 04/01/2012 HIGH ISLAND BLOCK 117 HIGH ISLAND</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.480 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35166 LEASE NUMBER - WC137001 - DATED - 06/01/2014 WEST CAMERON BLOCK 137</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.481 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35167 LEASE NUMBER - WC146001 - DATED - 06/01/2014 WEST CAMERON BLOCK 146</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |

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|---|---|--|
| 2.482 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 34864 LEASE NUMBER - MP266001 - DATED - 07/01/2013 MAIN PASS BLOCK 266</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.483 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 22812 LEASE NUMBER - MP270001 - DATED - 07/01/2001 MAIN PASS BLOCK 270</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.484 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 26903 LEASE NUMBER - VR253002RW VERMILION BLOCK 253</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.485 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35168 LEASE NUMBER - WC147001 - DATED - 06/01/2014 ALL OF BLOCK 147. WEST CAMER</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.486 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 34849 LEASE NUMBER - WD020001 - DATED - 05/01/2013 WEST DELTA BLOCK 20 THAT POR</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.487 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 03194 LEASE NUMBER - MP059002 - DATED - 07/01/1975 MAIN PASS BLOCK 59</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.488 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 34379 LEASE NUMBER - MP139001 - DATED - 11/01/2012 MAIN PASS BLOCK 139</p> <p>State the term remaining List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |

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|---|---|--|--|
| 2.489 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - LEASE - CONTRACT ID - G 13563</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.490 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35257 LEASE NUMBER - ST228001 - DATED - 07/01/2014 SOUTH TIMBAI IFR RI OCK 288</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.491 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 29374</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.492 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 33690 LEASE NUMBER - MP273001 - DATED - 07/01/2010 MAIN PASS BLOCK 173</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.493 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G35585 LEASE NUMBER - VR178001 - DATED - 06/01/2015 VFRMII ION RI OCK 178</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.494 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 28662</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.495 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 28273</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease | |
|---|--|--|--|
| 2.496 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35603 LEASE NUMBER - ST185001 - DATED - 07/01/2015 ALL OF BLOCK 185. SOUTH TIMBAL</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.497 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 34332 LEASE NUMBER - ST072001 - DATED - 11/01/2012 SOUTH TIMBAL IFR BLOCK 72</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.498 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35790 LEASE NUMBER - ST107001 - DATED - 07/01/2016 SOUTH TIMBALIER BLOCK 107</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.499 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 29225</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.500 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 28989</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.501 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 29023</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.502 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 29116</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|--|--|--|
| 2.503 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35188 LEASE NUMBER - VR290001 - DATED - 07/01/2014 ALL OF BLOCK 290. VERMILION AR</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.504 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35802 LEASE NUMBER - MP274N01 - DATED - 06/01/2016 MAIN PASS BLOCK 274</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.505 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 26904 LEASE NUMBER - VR253003RW VERMILION BLOCK 253</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.506 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35231 LEASE NUMBER - SS104001 - DATED - 08/01/2014 SHIP SHOAL BLOCK 104</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.507 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35788 LEASE NUMBER - SS188001 - DATED - 07/01/2016 SHIP SHOAL BLOCK 188</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.508 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35801 LEASE NUMBER - WD061001 - DATED - 05/01/2016 WEST DELTA BLOCK 61</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |
| 2.509 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - LEASE - CONTRACT ID - G 09387</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> | |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|---|--|--|
| 2.510 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 26836</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.511 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 26959</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.512 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 26902 LEASE NUMBER - VR253001RW VERMILION BLOCK 253</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.513 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 35605 LEASE NUMBER - ST200001 - DATED - 07/01/2015 SOUTH TIMBALIER BLOCK 200</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.514 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 20051 LEASE NUMBER - GC243001 - DATED - 07/01/1998 GREEN CANYON BLOCK 243 NW/4</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.515 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT - RIGHT OF WAY - CONTRACT ID - G 28284</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |
| 2.516 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 28036 LEASE NUMBER - GC006001 - DATED - 06/01/2006 GREEN CANYON BLOCK 6: ALL</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE</p> <p>P O BOX 25627</p> <p>DENVER, CO 80225</p> | |

Debtor Castex Offshore, Inc.
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|---|---|--|
| 2.517 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 25188 LEASE NUMBER - GC137001 - DATED - 05/01/2003 GREEN CANYON BLOCK 137: ALL</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.518 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BUREAU OF OCEAN ENERGY MANAGEMENT OCS-G 20051 LEASE NUMBER - GC243001 - DATED - 07/01/1998 GREEN CANYON BLOCK 243 NW/4</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFICE OF NATURAL RESOURCES REVENUE P O BOX 25627 DENVER, CO 80225</p> |
| 2.519 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/29/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OFFSHORE RENTAL, LTD DBA TIGER OFFSHORE RENTALS P.O. BOX 790 BEAUMONT, TX 77704</p> |
| 2.520 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 10/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>OIL STATES ENERGY SERVICES, LLC 333 CLAY ST., SUITE 4620 HOUSTON, TX 77002</p> |
| 2.521 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/03/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PARKWAY SERVICES GROUP, LLC 251 INDUSTRIAL PARKWAY LAFAYETTE, LA 70580</p> |
| 2.522 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 10/24/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PAWS ENERGY SERVICES, INC. P.O. BOX 637 MAURICE, LA 70555</p> |
| 2.523 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/22/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEC/PREMIER SAFETY OPERATIONS, LLC 233 GENERAL PATTON AVENUE MANDEVILLE, LA 70471</p> |

Debtor Castex Offshore, Inc.
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|---|--|--|
| 2.524 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - COST SHARING AGREEMENT - DATED - 10/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.525 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PLATFORM USE AGREEMENT - DATED - 10/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.526 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 07/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.527 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 06/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.528 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.529 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PEREGRINE OIL & GAS II LLC THREE RIVER SUITE 1750 HOUSTON, TX 77056</p> |
| 2.530 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PETRO VENTURE INC. ATTN: W.B. COMEAUX 201 RUE IBERVILLE SUITE 500 LAFAYETTE, LA 70508</p> |

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|---|---|--|--|
| 2.531 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 11/01/2013</p> | <p>PETSEC ENERGY INC 1201 LOUISIANA ST SUITE 520 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.532 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>UNIT AGREEMENT - OFFSHORE UNIT AGREEMENT - DATED - 01/05/2017</p> | <p>PETSEC ENERGY INC 1201 LOUISIANA ST SUITE 520 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.533 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2015</p> | <p>PETSEC ENERGY INC 1201 LOUISIANA ST SUITE 520 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.534 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/01/2013</p> | <p>PHOENIX OFFSHORE SOLUTIONS, LLC 121 PARK CENTER DR BROUSSARD, LA 70518</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.535 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> | <p>PINGORA EXPLORATION CO LLC 808 TRAVIS, STE 1412 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.536 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> | <p>PINGORA EXPLORATION CO LLC 808 TRAVIS, STE 1412 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |
| 2.537 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/26/2010</p> | <p>PINGORA EXPLORATION CO LLC 808 TRAVIS, STE 1412 HOUSTON, TX 77002</p> | |
| | <p>State the term remaining</p> <p>List the contract number of any government contract</p> | | |

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|---|---|--|--|
| 2.538 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/22/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PINGORA EXPLORATION CO LLC</p> <p>808 TRAVIS, STE 1412</p> <p>HOUSTON, TX 77002</p> | |
| 2.539 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 02/26/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PINGORA EXPLORATION CO LLC</p> <p>808 TRAVIS, STE 1412</p> <p>HOUSTON, TX 77002</p> | |
| 2.540 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/24/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PINNACLE ENGINEERING, INC.</p> <p>7660 WOODWAY SUITE 350</p> <p>HOUSTON, TX 77063</p> | |
| 2.541 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - OIL CONTRACT - DATED - 01/31/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PLAINS MARKETING, L.P.</p> <p>P.O. BOX 4346, DEPT 327</p> <p>HOUSTON, TX 77210-4346</p> | |
| 2.542 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>RETROGRADE SALES - RETROGRADE SALES - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PLAINS MARKETING, L.P.</p> <p>P.O. BOX 4346, DEPT 327</p> <p>HOUSTON, TX 77210-4346</p> | |
| 2.543 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 06/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PLAINS MARKETING, L.P.</p> <p>P.O. BOX 4346, DEPT 327</p> <p>HOUSTON, TX 77210-4346</p> | |
| 2.544 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>RETROGRADE SALES - RETROGRADE SALES - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PLAINS MARKETING, L.P.</p> <p>P.O. BOX 4346, DEPT 327</p> <p>HOUSTON, TX 77210-4346</p> | |

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|---|---|--|
| 2.545 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PROCESSING - PROCESSING - DATED - 01/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PLAINS MARKETING, L.P. P.O. BOX 4346, DEPT 327 HOUSTON, TX 77210-4346</p> |
| 2.546 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPEP FUND II LP 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |
| 2.547 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPEP FUND II LP 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |
| 2.548 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPEP FUND II LP 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |
| 2.549 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 11/03/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPEP FUND II, L.P. ATTN: RANDY SULLIVAN 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |
| 2.550 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PROSPECT PARTICIPATION AGREEMENT - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPEP FUND II, L.P. ATTN: RANDY SULLIVAN 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |
| 2.551 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 08/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>PPI QUALITY & ASSET MANAGEMENT, LLC AND PPI TECHNOLOGY SERVICES, LP 800 GESSNER SUITE 900 HOUSTON, TX 77024</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

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|---|---|--|
| 2.552 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining List the contract number of any government contract</p> | <p>PRIME TANK, LLC 1253 PETROLEUM PARKWAY BROUSSARD, LA 70518</p> |
| 2.553 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/07/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>QUALITY PREHEAT & PRESSURE WASHERS 56620 BEHRMAN STREET SLIDELL, LA 70458</p> |
| 2.554 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/17/2014</p> <p>State the term remaining List the contract number of any government contract</p> | <p>R360 ENVIRONMENTAL SOLUTIONS, INC. 3 WATERWAY SQUARE PLACE SUITE 110 THE WOODLANDS, TX 77380</p> |
| 2.555 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 03/16/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>RCS, LLC P.O. BOX 3091 HOUMA, LA 70361</p> |
| 2.556 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>RIDGEWOOD ENERGY CORPORATION 5300 MEMORIAL DRIVE SUITE 1070 HOUSTON , TX 77007</p> |
| 2.557 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/15/2008</p> <p>State the term remaining List the contract number of any government contract</p> | <p>RIDGEWOOD ENERGY CORPORATION 5300 MEMORIAL DRIVE SUITE 1070 HOUSTON , TX 77007</p> |
| 2.558 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 05/05/2009</p> <p>State the term remaining List the contract number of any government contract</p> | <p>RIDGEWOOD ENERGY CORPORATION 5300 MEMORIAL DRIVE SUITE 1070 HOUSTON , TX 77007</p> |

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|---|---|--|--|
| 2.559 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 01/09/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>RIGNET, INC. 1880 S. DAIRY ASHFORD SUITE 300 HOUSTON, TX 77077</p> | |
| 2.560 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ROOSTER OIL & GAS LLC ATTN KENNETH TAMPLAIN 16285 PARK TEN PLACE SUITE 120 HOUSTON, TX 77084</p> | |
| 2.561 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/17/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>ROOSTER OIL & GAS LLC ATTN KENNETH TAMPLAIN 16285 PARK TEN PLACE SUITE 120 HOUSTON, TX 77084</p> | |
| 2.562 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>RETROGRADE TRANSPORT AGREEMENT - RETROGRADE TRANSPORT AGREEMENT - DATED - 05/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SAM BROUSSARD TRUCKING CO.,INC P. O. BOX 11507 NEW IBERIA, LA 70562-1507</p> | |
| 2.563 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION - LIQUIDS TRANSPORTATION - DATED - 09/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SEA ROBIN PIPELINE CO LLC PO BOX 201251 HOUSTON, TX 77216</p> | |
| 2.564 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR TRANSPORTATION - PTR TRANSPORTATION - DATED - 09/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SEA ROBIN PIPELINE CO LLC PO BOX 201251 HOUSTON, TX 77216</p> | |
| 2.565 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>TRANSPORT - TRANSPORT - DATED - 09/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SEA ROBIN PIPELINE CO LLC PO BOX 201251 HOUSTON, TX 77216</p> | |

Debtor Castex Offshore, Inc.
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|---|--|--|--|
| 2.566 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | MASTER SERVICES AGREEMENT - DATED - 07/19/2012 | SEACOR LIFTBOATS, LLC 7910 MAIN STREET 2ND FLOOR HOUMA, LA 70360 |
| 2.567 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | MASTER SERVICES AGREEMENT - DATED - 08/31/2011 | SEACOR MARINE, LLC 7910 MAIN STREET 2ND FLOOR HOUMA, LA 70360 |
| 2.568 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | MASTER SERVICES AGREEMENT - DATED - 01/01/2016 | SEMPCHECK SERVICES 5311 KIRBY DR. HOUSTON, TX 77005 |
| 2.569 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | MASTER SERVICES AGREEMENT - DATED - 10/25/2012 | SHAMROCK MANAGEMENT, LLC 4800 HWY 311 HOUMA, LA 70360 |
| 2.570 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000 | SHELL OFFSHORE INC. ONE SHELL SQUARE PO BOX 61933 NEW ORLEANS, LA 70161 |
| 2.571 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/01/2000 | SHELL OFFSHORE INC. ONE SHELL SQUARE PO BOX 61933 NEW ORLEANS, LA 70161 |
| 2.572 | State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract | SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/01/2000 | SHELL OFFSHORE INC. ONE SHELL SQUARE PO BOX 61933 NEW ORLEANS, LA 70161 |

Debtor Castex Offshore, Inc.
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|---|---|--|
| 2.573 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.574 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 09/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.575 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 02/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.576 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 02/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.577 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 02/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.578 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 01/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.579 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 01/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |

Debtor Castex Offshore, Inc.
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|---|---|--|
| 2.580 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES (RETROGRADE) - OIL SALES (RETROGRADE) - DATED - 05/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.581 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES (RETROGRADE) - OIL SALES (RETROGRADE) - DATED - 01/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.582 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 03/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.583 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 09/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.584 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 04/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.585 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 05/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.586 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>RETROGRADE SALES - RETROGRADE SALES - DATED - 09/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |

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|---|---|--|
| 2.587 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 10/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.588 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 01/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.589 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 04/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.590 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OIL SALES - OIL SALES - DATED - 05/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SHELL OIL COMPANY ATTN D.K. GALTNAY ONE SHELL SQUARE PO BOX 60124 NEW ORLEANS, LA 70160</p> |
| 2.591 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION ELECTION - DATED - 05/22/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.592 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.593 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |

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| 2.594 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 07/20/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.595 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.596 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - SLOT RENTAL AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.597 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.598 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 04/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SLF PURCHASER SUBSIDIARY LLC 400 E KALISTE SALOOM ROAD SUITE 2600 LAFAYETTE, LA 70508</p> |
| 2.599 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 09/26/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SOUTHERN PETROLEUM LABS 9221 HWY 23 BELLE CHASE, LA 70037</p> |
| 2.600 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/28/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SOUTHERN STATE OFFSHORE, INC. 19101 OIL CENTER BLVD. HOUSTON, TX 77073</p> |

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|---|--|--|
| 2.601 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 05/05/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STEPHENS PRODUCTION COMPANY, LLC ATTN: CHARLIE BARNES 808 TRAVIS SUITE 2300 HOUSTON, TX 77002</p> |
| 2.602 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 05/05/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STEPHENS PRODUCTION COMPANY, LLC ATTN: CHARLIE BARNES 808 TRAVIS SUITE 2300 HOUSTON, TX 77002</p> |
| 2.603 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>AMEND 1 TO AGREEMENT FOR O&M OFFSHORE SUB-SEA CONNECTOR - AMEND 1 TO AGREEMENT FOR O&M OFFSHORE SUB-SEA CONNECTOR - DATED - 0</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> |
| 2.604 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>WAIVER OF CO2 LETTER AGREEMENT - WAIVER OF CO2 LETTER AGREEMENT - DATED - 09/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> |
| 2.605 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONSTRUCTION AND OPERATING AGREEMENT FOR ONSHORE SEPARATION FACILITY - CONSTRUCTION AND OPERATING AGREEMENT FOR ONSHORE SEPA</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> |
| 2.606 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS TRANSPORT - GAS TRANSPORT - DATED - 07/01/2005</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> |
| 2.607 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION - LIQUIDS TRANSPORTATION - DATED - 11/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> |

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|---|---|--|--|
| 2.608 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>AMENDMENT NO. 1 TO LIQUIDS TRANSPORTATION - AMENDMENT NO. 1 TO LIQUIDS TRANSPORTATION - DATED - 12/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> | |
| 2.609 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS TRANSPORT - GAS TRANSPORT - DATED - 07/01/2005</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STINGRAY PIPELINE COMPANY, LLC 1100 LOUISIANA, SUITE 3300 HOUSTON, TX 77002</p> | |
| 2.610 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FLASH GAS AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>STRANCO P O BOX 10158 HOUMA, LA 70363</p> | |
| 2.611 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SUNCOAST LAND SERVICES INC 2 GREENWAY PLAZA, SUITE 1030 HOUSTON, TX 77046</p> | |
| 2.612 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 01/26/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SUPERIOR ENERGY SERVICES, L.L.C. 601 POYDRAS STREET SUITE 2400 NEW ORLEANS, LA 70130</p> | |
| 2.613 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SUPERIOR NATURAL GAS CORP. 1100 LOUISIANA STREET SUITE 350 HOUSTON, TX 77002</p> | |
| 2.614 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SUPERIOR NATURAL GAS CORPORATION 1100 LOUISIANA STREET SUITE 350 HOUSTON, TX 77002</p> | |

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| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.615 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>SUPERIOR NATURAL GAS CORPORATION 1100 LOUISIANA STREET SUITE 350 HOUSTON, TX 77002</p> |
| 2.616 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PHA AGREEMENT - PHA AGREEMENT - DATED - 04/01/2000</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TALOS ENERGY LLC 500 DALLAS STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.617 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GAS SALES - GAS SALES - DATED - 11/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TALOS ENERGY LLC 500 DALLAS STREET SUITE 2000 HOUSTON, TX 77002</p> |
| 2.618 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TC OFFSHORE LLC C/O TRANSCANADA CORPORATION 450-1ST STREET SW CALGARY, AL T2P 5H1 CANADA</p> |
| 2.619 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HANDLING AGREEMENT - LIQUID HANDLING AGREEMENT - DATED - 01/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TC OFFSHORE LLC C/O TRANSCANADA CORPORATION 450-1ST STREET SW CALGARY, AL T2P 5H1 CANADA</p> |
| 2.620 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>ITS SERVICE AGREEMENT - ITS SERVICE AGREEMENT - DATED - 12/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TC OFFSHORE LLC C/O TRANSCANADA CORPORATION 450-1ST STREET SW CALGARY, AL T2P 5H1 CANADA</p> |
| 2.621 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUIDS TRANSPORTATION AGREEMENT - GRAND CHENIER TERMINAL - LIQUIDS TRANSPORTATION AGREEMENT - GRAND CHENIER TERMINAL - DAT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TC OFFSHORE LLC C/O TRANSCANADA CORPORATION 450-1ST STREET SW CALGARY, AL T2P 5H1 CANADA</p> |

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|---|--|--|
| 2.622 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 09/29/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TESLA OFFSHORE, LLC 36499 PERKINS ROAD PRAIRIEVILLE, LA 70769</p> |
| 2.623 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>TRANSPORTATION-PTR - TRANSPORTATION-PTR - DATED - 01/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER CT HOUSTON, TX 77056</p> |
| 2.624 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>COORDINATION AGREEMENT - COORDINATION AGREEMENT - DATED - 01/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER CT HOUSTON, TX 77056</p> |
| 2.625 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>TRANSPORTATION - TRANSPORTATION - DATED - 06/01/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TEXAS EASTERN TRANSMISSION, LP 5400 WESTHEIMER CT HOUSTON, TX 77056</p> |
| 2.626 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INDEPENDENT CONTRACTORS - TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS - DATED - 11/08/2016</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TIDE STATES LLC 601 POYDRAS ST SUITE 1500 NEW ORLEANS, LA 70130</p> |
| 2.627 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 11/28/2011</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TIDE STATES, L.L.C. 601 POYDRAS STREET SUITE 1500 NEW ORLEANS, LA 70130</p> |
| 2.628 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 03/05/2013</p> <p>State the term remaining List the contract number of any government contract</p> | <p>TOTAL SAFETY, U.S., INC. 11111 WILCREST GREENE DRIVE SUITE 300 HOUSTON, TX 77042</p> |

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|---|--|--|--|
| 2.629 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TOWN OF CHURCH POINT, ARCADIA PARISH 102 CHURCH BOULEVARD CHURCHPOINT, LA 70525</p> | |
| 2.630 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INJECTED AND RETROGRADE CONDENSATE TANSPO AGREEMENT-BAYOU BLACK - INJECTED AND RETROGRADE CONDENSATE TANSPO AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |
| 2.631 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MARKETING AGREEMENT - LIQUID TRANSPORTATION AGREEMENT - DATED - 09/11/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |
| 2.632 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LINE TO CASHOUT IMBALANCES FROM TRANSPORT CONTRACTS) - PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LI</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |
| 2.633 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>GUARANTEES - GUARANTY AGREEMENT - DATED - 07/02/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |
| 2.634 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR TRANSPORTATION - PTR TRANSPORTATION - DATED - 04/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |
| 2.635 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LINE TO CASHOUT IMBALANCES FROM TRANSPORT CONTRACTS) - PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LI</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> | |

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| 2.636 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR TRANSPORTATION - PTR TRANSPORTATION - DATED - 04/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.637 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR TRANSPORTATION - PTR TRANSPORTATION - DATED - 04/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.638 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>REQUEST INTERCONNECTION TO PROVIDE DELIVERIES OF NATURAL GAS CONDENSATE INTO TRANSCO PIPELINE AND AMENDMENT - DATED - 11/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.639 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LINE TO CASHOUT IMBALANCES FROM TRANSPORT CONTRACTS) - PTR CASHOUT (ADMIN ACCOUNT CREATED BY 1LI</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.640 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INJECTED CONDENSATE TRANSPORT AGREEMENT-NORTH HIGH ISLAND LATERAL - DATED - 4/1/2012 6/1/2013 AMEND</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.641 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>AMENDMENT TO LATERAL LINE INTERCONNECT AGMT - DATED - 11/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC PO BOX 1396 HOUSTON, TX 77251-1396</p> |
| 2.642 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 09/24/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>UNITED VISION LOGISTICS 4021 AMBASSADOR CAFFERY PKWY SUITE 200, BLDG. A LAFAYETTE, LA 70503</p> |

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|---|--|--|
| 2.643 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INDEMNITY/GUARANTEE AGREEMENT - AGREEMENT OF PRINCIPALS TO PAY SURETY PREMIUMS - DATED - 09/30/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>US SPECIALTY INSURANCE COMPANY 13403 NORTHWEST FREEWAY HOUSTON, TX 77040</p> |
| 2.644 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>INDEMNITY/GUARANTEE AGREEMENT - AGREEMENT OF PRINCIPALS TO PAY SURETY PREMIUMS - DATED - 05/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>US SPECIALTY INSURANCE COMPANY 13403 NORTHWEST FREEWAY HOUSTON, TX 77040</p> |
| 2.645 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T ENERGY VI LLC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.646 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T ENERGY VI LLC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.647 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T ENERGY VI LLC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.648 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T ENERGY VI LLC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.649 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |

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|---|---|--|
| 2.650 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.651 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 03/10/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.652 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.653 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.654 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>W&T OFFSHORE INC ATTN EUGENE LINSOMB 9 E GREENWAY PLAZA SUITE 300 HOUSTON, TX 77046</p> |
| 2.655 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.656 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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| 2.657 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.658 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 03/14/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.659 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.660 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.661 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 10/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.662 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - LETTER OF UNDERSTANDING - DATED - 02/15/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.663 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 08/10/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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| 2.664 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 08/11/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.665 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - PARTICIPATION AGREEMENT - DATED - 06/02/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.666 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 09/25/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.667 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>CONTRACT OPERATIONS AGREEMENT - CONTRACT OPERATING AGREEMENT - DATED - 08/04/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.668 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 01/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.669 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.670 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 10/01/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

Debtor Castex Offshore, Inc.
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|---|---|--|
| 2.671 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.672 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.673 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - OFFSHORE PARTICIPATION AGREEMENT AND AMENDMENTS - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.674 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/22/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.675 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 10/01/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.676 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/22/1998</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.677 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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| 2.678 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - OFFSHORE PARTICIPATION AGREEMENT - DATED - 03/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.679 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.680 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 03/10/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.681 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.682 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 07/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.683 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION HANDLING AGREEMENT - DATED - 10/07/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.684 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 09/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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| 2.685 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.686 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 09/21/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.687 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/18/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.688 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.689 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>UNIT AGREEMENT - OFFSHORE UNIT AGREEMENT - DATED - 01/05/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.690 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/17/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.691 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/1979</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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|---|--|--|
| 2.692 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - OPTION AGREEMENT - DATED - 12/14/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.693 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.694 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.695 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 12/01/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.696 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 02/01/2010</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.697 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 07/15/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.698 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>FARMOUT - FARMOUT AGREEMENT - DATED - 04/08/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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|---|--|--|
| 2.699 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 04/01/2013</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.700 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 02/24/1997</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.701 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2007</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.702 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 07/15/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.703 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.704 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 01/13/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.705 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LETTER AGREEMENT - TRANSFER NOTICE - DATED - 05/12/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |

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| 2.706 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 01/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.707 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PARTICIPATION AGREEMENT - PARTICIPATION AGREEMENT - DATED - 04/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.708 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 09/15/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.709 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT AND AMENDMENTS - DATED - 11/01/2009</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.710 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>JOINT OPERATING AGREEMENT - OFFSHORE OPERATING AGREEMENT - DATED - 03/01/2014</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WALTER OIL & GAS CORPORATION 1100 LOUISIANA SUITE 200 HOUSTON, TX 77002-5299</p> |
| 2.711 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>PRODUCTION HANDLING AGREEMENT - PRODUCTION AND HANDLING - DATED - 01/13/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WELLS RESOURCES INC P O BOX 547 CLIFTON, TX 76634</p> |
| 2.712 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>DEHYDRATION - DEHYDRATION - DATED - 03/01/2008</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WEST CAMERON DEHYDRATION, LLC 6110 PAYSPIRE CIRCLE CHICAGO, IL 60674</p> |

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| 2.713 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SEISMIC LICENSE</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WESTERNGECO LLC 10001 RICHMOND AVENUE HOUSTON, TX 77042</p> |
| 2.714 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/13/2011</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WESTWIND HELICOPTERS, INC. 8426 FM 2004 SANTA FE, TX 77510</p> |
| 2.715 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SOUTHEAST LOUISIANA LATERAL DEHYDRATION SERVICE AGREEMENT - SOUTHEAST LOUISIANA LATERAL DEHYDRATION SERVICE AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WFS-LIQUIDS, LLC 2800 POST OAK BLVD LEVEL 13 HOUSTON, TX 77056</p> |
| 2.716 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>BAYOU BLACK TERMINALLING AGREEMENT - BAYOU BLACK TERMINALLING AGREEMENT - DATED - 03/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WFS-LIQUIDS, LLC 2800 POST OAK BLVD LEVEL 13 HOUSTON, TX 77056</p> |
| 2.717 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>RETROGRADE CONDENSATE SEPARATION AGREEMENT - RETROGRADE CONDENSATE SEPARATION AGREEMENT - DATED - 05/01/2012</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WILLIAMS FIELD SERVICES ONE WILLIAMS CENTER MD 50-5 TULSA, OK 74172</p> |
| 2.718 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HYDROCARBON STABILIZATION AGREEMENT - LIQUID HYDROCARBON STABILIZATION AGREEMENT - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WILLIAMS FIELD SERVICES ONE WILLIAMS CENTER MD 50-5 TULSA, OK 74172</p> |
| 2.719 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>LIQUID HYDROCARBON STABILIZATION AGREEMENT - LIQUID HYDROCARBON STABILIZATION AGREEMENT - DATED - 07/01/2016</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WILLIAMS FIELD SERVICES ONE WILLIAMS CENTER MD 50-5 TULSA, OK 74172</p> |

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|---|--|--|
| 2.720 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WITT OBRIENS 1201 15TH STREET NW. SUITE 600 WASHINGTON, DC 20005</p> |
| 2.721 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION OPERATIONS SUPPORT FOR US AND GULF - DATED - 04/15/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.722 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MAINTENANCE: EQUIPMENT - OPERATIONS & MAINTENANCE AGREEMENT - DATED - 11/12/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.723 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION OPERATIONS SUPPORT FOR US AND GULF - DATED - 10/01/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.724 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - PRODUCTION OPERATIONS SUPPORT FOR US AND GULF - DATED - 04/05/2017</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.725 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - INLAND OPERATIONS & OFFSHORE OPERATIONS AGREEMENT - DATED - 04/20/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.726 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>SERVICE CONTRACT - CONTRACTED LABOR SERVICES - DATED - 03/20/2015</p> <p>State the term remaining</p> <p>List the contract number of any government contract</p> | <p>WOOD GROUP OSN 3861 AMBASSADOR CAFFERY PARKWAY SUITE 250 LAFAYETTE, LA 70503</p> |

Debtor Castex Offshore, Inc.
NameCase number (if known) 17-35836**Additional Page if Debtor Has More Executory Contracts or Unexpired Leases**

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

| List all contracts and unexpired leases | | State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease |
|---|--|--|
| 2.727 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/26/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>WOOD GROUP PSN, INC. 3861 AMBASSADOR CAFFERY PKWY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.728 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/26/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>WOOD GROUP PSN, INC. 3861 AMBASSADOR CAFFERY PKWY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.729 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 04/01/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>WOOD GROUP PSN, INC. 3861 AMBASSADOR CAFFERY PKWY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.730 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/26/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>WOOD GROUP PSN, INC. 3861 AMBASSADOR CAFFERY PKWY SUITE 250 LAFAYETTE, LA 70503</p> |
| 2.731 | <p>State what the contract or lease is for and the nature of the debtor's interest</p> <p>MASTER SERVICES AGREEMENT - DATED - 07/22/2015</p> <p>State the term remaining List the contract number of any government contract</p> | <p>ZEDI US INC P. O. BOX 51475 LAFAYETTE, LA 70505-1475</p> |

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835

Chapter 11

(Jointly Administered)

**DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE DATED JANUARY 8, 2018**

KELLY HART & PITRE

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Counsel for the Debtors

¹ The Debtors are the following five entities (the last four digits of their respective taxpayer identification numbers (if required) follow in parentheses): Castex Energy Partners, L.P. (5230); Castex Energy 2005, L.P. (7632); Castex Energy II, LLC (N/A), Castex Energy IV, LLC (N/A) and Castex Offshore, Inc. (8432). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

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INTRODUCTION

Castex Energy Partners, L.P., and its affiliated debtors and debtors in possession jointly propose, and are the proponents of, this chapter 11 plan of reorganization. The Plan provides for the reorganization of the Debtors under chapter 11 of the Bankruptcy Code.

Holders of Claims and Equity Interests should refer to the Disclosure Statement for a discussion of the Debtors' history, business, assets, financial information, events during the Chapter 11 Cases, and projections of future operations, as well as a summary and description of the Plan. Before voting to accept or reject the Plan, Holders of Claims entitled to vote on the Plan are encouraged to read carefully the Plan, the Disclosure Statement, and their respective exhibits and schedules in their entirety. These are the only materials approved for use in soliciting acceptances or rejections of the Plan.

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1. *Definitions.*

As used in this Plan, capitalized terms have the meanings set forth in this Article I (such meanings applicable to the singular and plural):

1. *Administrative Expense Claim* means a Claim for a cost or expense of administration of any Estate under sections 503(b) (including Claims arising under sections 503(b)(9)), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including (a) any actual and necessary cost and expense of preserving the Estates or operating the Debtors' business incurred after the Petition Date and through the Effective Date; (b) any indebtedness or obligations incurred or assumed by the Debtors after the Petition Date and through the Effective Date; (c) any Allowed compensation for professional services rendered, and Allowed reimbursement of expenses incurred, by a Professional retained by order of the Bankruptcy Court or otherwise Allowed pursuant to section 503(b) of the Bankruptcy Code; and (d) all fees due and payable pursuant to section 1930 of title 28 of the U.S. Code.

2. *Administrative Expense Claim Bar Date* means the first Business Day that is thirty (30) days after the Effective Date.

3. *Agents* means, collectively, the Prepetition Agent, the DIP Agent, and the Exit Agent.

4. *Allowed* means, with respect to any Claim or Equity Interest, such Claim or Equity Interest or portion thereof against or in any Debtor: (a) that has been listed by such Debtor in the Schedules as liquidated in amount and not disputed or contingent and for which no contrary proof of Claim has been filed; (b) as to which the deadline for objecting or seeking estimation has passed, and no objection or request for estimation has been filed; (c) as to which any objection or request for estimation that has been filed has been settled, waived, withdrawn, or denied by a Final Order; or (d) that is allowed pursuant to the terms of (i) a Final Order (including the DIP Order), (ii) an agreement by and among the Holder of such Claim or Equity Interest and the Debtors or the Reorganized Debtors (in consultation with the Prepetition Agent and the Required Consenting Lenders), as applicable, or (iii) the Plan.

5. *Assumed Contract* has the meaning set forth in Article 10.3(b) of this Plan.

6. *Assumption Notice* has the meaning set forth in Article 10.3(b) of this Plan.

7. *Assumption Notice Deadline* has the meaning set forth in Article 10.3(b) of this Plan.

8. **Ballot** means the form distributed to each Holder of an Impaired Claim that is entitled to vote to accept or reject the Plan, on which such Holder shall indicate acceptance or rejection of the Plan.

9. **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

10. **Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Texas, or such other court having jurisdiction over the Chapter 11 Cases or any proceeding within, or appeal of an order entered in, the Chapter 11 Cases.

11. **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, or the local rules of the Bankruptcy Court.

12. **Beneficiary Claimants** has the meaning set forth in Article 4.4(c) of this Plan.

13. **Business Day** means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

14. **Cash** means legal tender of the United States of America and equivalents thereof.

15. **Castex 2005** means Castex Energy 2005, L.P., a Texas limited partnership.

16. **Castex 2005 Limited Partnership Agreement** means that certain Fourth Amended and Restated Agreement of Limited Partnership of Castex Energy 2005, L.P., dated June 29, 2012, as amended by that certain First Amendment to the Fourth Amended and Restated Agreement of Limited Partnership of Castex Energy 2005, L.P., dated as of December 17, 2014, made by and among CELL I, as general partner, and the limited partners party thereto from time to time, as such agreement may be amended, modified, or supplemented from time to time.

17. **Causes of Action** means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt, “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any equitable remedy, including, without limitation, any claim for equitable subordination, equitable disallowance, or unjust enrichment; (e) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any cause of action or claim arising under any state or foreign fraudulent transfer law.

18. **CEH LP** has the meaning set forth in Article 6.2(a) of this Plan.

19. **CEI** means Castex Energy, Inc., a Texas corporation.

20. **CELL I** means Castex Energy I, LLC, a Delaware limited liability company.

21. **CELL II** means Castex Energy II, LLC, a Delaware limited liability company.

22. **CELL IV** means Castex Energy IV, LLC, a Delaware limited liability company.

23. **CEP** means Castex Energy Partners, L.P., a Texas limited partnership.

24. **Chapter 11 Cases** means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

25. **Claim** means a claim, as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

26. **Class** means a category of Claims or Equity Interests established under Article III of the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

27. **Class 4 Disputed Claims Cash Reserve** means a reserve for a portion of the General Unsecured Claims Cash Distribution to be held by the Disbursing Agent for the benefit of the Holders of Disputed Claims in Class 4, in an amount equal to the Plan Distributions such Holders of Disputed Claims would be entitled to receive on the date the General Unsecured Claims Cash Distribution is distributed in accordance with Article 8.8(a) of the Plan if such Disputed Claims were Allowed in their full amounts on such date (or, if applicable, the amounts of the Disputed Claims as estimated by the Bankruptcy Court pursuant to Article 9.2 of the Plan).

28. **COI** means Castex Offshore, Inc., a Texas corporation.

29. **Committee** means the official committee of unsecured creditors appointed in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time.

30. **Confirmation Date** means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

31. **Confirmation Hearing** means the hearing to be held by the Bankruptcy Court to consider confirmation of the Plan under section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

32. **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, and granting other related relief, in form and substance acceptable to the Debtors and CEI (in each case, in their respective reasonable discretion) and the DIP Lenders and the Consenting Lenders (in each case, in their respective sole discretion).

33. **Consenting Lenders** means the “Consenting Lenders” as defined in the Restructuring Support Agreement.

34. **Contract Objection** has the meaning set forth in Article 10.3(b) of this Plan.

35. **Contract Objection Deadline** has the meaning set forth in Article 10.3(b) of this Plan.

36. **COPAS Audits** means the audits of the accounts and records of CEI in accordance with Section 8(i) of the Restructuring Support Agreement and the COPAS accounting procedures or such other applicable procedures in effect under each joint operating agreement or similar agreement that governs the operations of oil and gas properties identified on “Schedule 8(i)” to the Restructuring Support Agreement.

37. **Corporate Transactions** has the meaning set forth in Article 6.2(a) of this Plan.

38. **Cure Amount** has the meaning set forth in Article 10.3(a) of this Plan.

39. **Cure Dispute** has the meaning set forth in Article 10.3(c) of this Plan.

- 40. *Cure Schedule*** has the meaning set forth in Article 10.3(b) of this Plan.
- 41. *Debtors*** means, collectively, Castex Energy Partners, L.P., Castex Energy 2005, L.P., Castex Offshore, Inc., Castex Energy II, LLC, and Castex Energy IV, LLC.
- 42. *DIP Agent*** means Capital One, National Association, as administrative agent under the DIP Credit Agreement and the other DIP Loan Documents, or any successor agent appointed in accordance with the DIP Credit Agreement.
- 43. *DIP Claims*** means any and all Claims of the DIP Secured Parties under the DIP Credit Agreement, in their capacity as such, arising under, derived from, or based on the DIP Credit Agreement and/or the DIP Orders.
- 44. *DIP Credit Agreement*** means that certain Superpriority Senior Secured Debtor in Possession Revolving Credit Agreement, dated as of October 19, 2017, by and among Castex Energy Partners, L.P., as borrower, the other Debtors party thereto as guarantors, the DIP Lenders party thereto from time to time, and the DIP Agent, as such agreement may be amended, modified, or supplemented from time to time.
- 45. *DIP Equity Percentage*** means, with respect to each DIP Lender as of the Effective Date, a fraction (stated as a percentage) equal to the product of (i) 0.50% and (ii) a fraction, (A) the numerator of which shall be such DIP Lender's aggregate dollar amount of commitments approved on a final basis under the DIP Credit Agreement, and (B) the denominator of which shall be \$1 million.
- 46. *DIP Equity Share*** means, with respect to each DIP Lender as of the Effective Date, an amount of New Equity Interests (stated as a percentage) equal to the product of (i) such DIP Lender's DIP Equity Percentage and (ii) the aggregate share of New Equity Interests after allocation and reservation for the Management Incentive Plan.
- 47. *DIP Lenders*** means the lenders party to the DIP Credit Agreement from time to time.
- 48. *DIP Loan Documents*** means the DIP Credit Agreement together with all other agreements entered into and documents delivered in connection therewith, including, without limitation, any "Loan Documents" as defined in such agreement, as any of the foregoing may be amended, modified, or supplemented from time to time.
- 49. *DIP Orders*** means, collectively, the Final DIP Order and the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Superpriority Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 35].
- 50. *DIP Secured Parties*** means, collectively, (i) the DIP Lenders, (ii) the DIP Agent, and (iii) the other "Secured Parties" as defined in the DIP Credit Agreement.
- 51. *Disallowed*** means, with respect to any Claim or Equity Interest, a Claim or Equity Interest or any portion thereof that is not Allowed and (a) has been disallowed by a Final Order, (b) is listed in the Schedules as zero or as contingent, disputed, or unliquidated and as to which no proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed with the Bankruptcy Court, (c) is not listed in the Schedules and as to which no proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed

with the Bankruptcy Court, (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof, or (e) has been withdrawn by the Holder thereof.

52. *Disbursing Agent* means the Entity or Entities, which may be a Reorganized Debtor or any Entity designated by the Debtors or the Reorganized Debtors, and who agrees to serve in such role, to distribute all or any portion of the Plan Distributions.

53. *Disclosure Statement* means that certain disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, and as amended, modified, or supplemented from time to time, in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Required Consenting Lenders (in each case, in their respective reasonable discretion).

54. *Disputed Claim* means a Claim that is not yet Allowed.

55. *Distribution Record Date* means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the date of the commencement of the Confirmation Hearing.

56. *Effective Date* means, with respect to the Plan, the Business Day selected by the Debtors on which (a) no stay of the Confirmation Order is in effect, (b) the conditions to the effectiveness of the Plan specified in Article 11.2 have been satisfied or waived (in accordance with Article 11.3), and (c) the Debtors declare the Plan effective.

57. *Entity* has the meaning set forth in section 101(15) of the Bankruptcy Code.

58. *Equity Interest* means any issued, unissued, authorized, or outstanding equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor and any other ownership interest in any Debtor, including, without limitation, any “Preferred Unit,” “Regular Unit,” and “Incentive Unit” issued pursuant to the Castex 2005 Limited Partnership Agreement and any interest evidenced thereby or rights arising with respect thereto, any membership interest, any option, and any other right to purchase or otherwise receive any ownership interest in any Debtor, and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the Holder of such right to payment or compensation.

59. *Estates* means the estates of the Debtors created pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

60. *Exchange Act* means the Securities Exchange Act of 1934.

61. *Exit Agent* means Capital One, National Association, as administrative agent under the Exit Credit Agreement and the other Exit Loan Documents, or any successor agent appointed in accordance with the Exit Credit Agreement.

62. *Exit Credit Agreement* means the Prepetition Credit Agreement as amended and restated as of the Effective Date consistent with the terms and conditions for a reserve-based revolving lending facility and a term loan facility set forth in “Schedule I” to the Plan Term Sheet, and which shall be acceptable to the Exit Agent and the Exit Lenders party thereto as of the Effective Date in their respective sole discretion and shall be in substantially the form filed with the Plan Supplement, to be entered into by and among CEP, as borrower, the Exit Lenders, the Exit Agent, and the other Persons party thereto, as any such agreement may be amended, modified, or supplemented from time to time.

63. *Exit Facility Parties* means, collectively, (a) any administrative agent, collateral agent, arranger, bookrunner, syndication agent, documentation agent, or other agent or sub-agent in respect of any Exit Credit Agreement and (b) any letter of credit issuer or lender party to any Exit Credit Agreement.

64. *Exit Lenders* means the lenders party to the Exit Credit Agreement from time to time.

65. *Exit Loan Documents* means the Exit Credit Agreement together with all other agreements entered into and documents delivered in connection therewith, including, without limitation, any “Loan Documents” as defined in such agreement, as any of the foregoing may be amended, modified, or supplemented from time to time.

66. *Exit Senior Secured Term Loans* means the senior secured term loans with lien priorities and voting rights consistent with the terms and conditions set forth in “Schedule 2” to the Plan Term Sheet, and which term loans (a) shall mature five (5) years after the Effective Date, (b) shall bear interest at LIBOR plus 2.0% per annum, (c) shall have no principal repayments due until the maturity date, (d) shall not be voluntarily prepaid prior to the indefeasible payment in full of the obligations under the Exit RBL Agreement, (e) shall not be subject to mandatory prepayments, (f) shall not be subject to any borrowing base, and (g) shall be subject to a total leverage ratio requirement on terms consistent with “Schedule 2” to the Plan Term Sheet.

67. *Final DIP Order* means the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, Bankruptcy Rules 2002, 4001, and 9014, and Local Bankruptcy Rules 2002-1, 4001-1(b), 4002-1(i), and 9013-1 (I) Authorizing the Debtors to (A) Obtain Postpetition Senior Secured Superpriority Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 124].

68. *Final Order* means an order or judgment entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted), appeal further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion pursuant to sections 502(j) or 1144 of the Bankruptcy Code, rules 59 or 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rules 9023 and 9024 may be filed with respect to such order or judgment.

69. *General Unsecured Claims* means (i) the RBL Deficiency Claim and (ii) any other Claim against any of the Debtors (including, without limitation, any Claim of a non-Debtor affiliate or Insider) that is (A) not a DIP Claim, RBL Secured Claim, Other Secured Claim, Administrative Expense Claim, Priority Tax Claim, Priority Non-Tax Claim, Section 510(b) Claim, or Intercompany Claim, or (b) otherwise determined by the Bankruptcy Court to be a General Unsecured Claim.

70. *General Unsecured Claims Cash Distribution* means \$500,000 in Cash that shall be distributed to Beneficiary Claimants, the funds for which shall be maintained in the General Unsecured

Claims Cash Distribution Account.

71. *General Unsecured Claims Cash Distribution Account* means an interest-bearing, segregated account held by the Reorganized Debtors solely for the purposes of holding and maintaining the General Unsecured Claims Cash Distribution, funded on the Effective Date by the Reorganized Debtors.

72. *Holder* means the beneficial holder of any Claim or Equity Interest.

73. *Impaired* means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

74. *Independent Auditor* means the independent auditor retained by the Debtors to perform the COPAS Audits in accordance with Section 8(i) of the Restructuring Support Agreement.

75. *Intercompany Claim* means any Claim against a Debtor held by another Debtor.

76. *Lien* means a lien as defined in section 101(37) of the Bankruptcy Code.

77. *Management Incentive Plan* has the meaning set forth in Article 7.3 of this Plan.

78. *Merger Sub* has the meaning set forth in Article 6.2(a) of this Plan.

79. *MIP Sale* means the consummation of a sale or sales (other than in the ordinary course of business), whether in a single transaction or in a series of transactions approved by the applicable New Board, of assets of the Reorganized Debtors, at any time after the occurrence of the Effective Date resulting in aggregate cash proceeds (net of transaction costs) to the Reorganized Debtors in excess of \$150 million (such \$150 million of net cash proceeds, the “*MIP Sale Threshold*,” and, any such net cash proceeds in excess of the MIP Sale Threshold, the “*MIP Sale Excess Proceeds*”).

80. *MIP Sale Excess Proceeds* has the meaning set forth in the definition of “MIP Sale” hereunder.

81. *MIP Sale Increment* means a fraction (stated as a percentage) equal to the product of (i) 5.00% and (ii) a fraction (stated as a percentage), the numerator of which is equal to the lesser of (A) the MIP Sale Excess Proceeds and (B) \$100 million, and the denominator of which is equal to \$100 million. For the avoidance of doubt, the MIP Sale Increment shall not exceed 5.00%.

82. *MIP Sale Threshold* has the meaning set forth in the definition of “MIP Sale” hereunder.

83. *New Board* has the meaning set forth in Article 7.2(a) of this Plan.

84. *New Constituent Documents* means, with respect to each Reorganized Debtor, the certificate of incorporation, formation, registration (including, if applicable, certificate of name change), articles of incorporation or association, memorandum of association, memorandum of continuance, charter, by-laws, limited liability company agreements, or one or more similar agreements, instruments or documents constituting the organization or formation of such Reorganized Debtor, as amended and restated as of the Effective Date, in each case, amended and restated to, among other things, (a) prohibit the issuance of non-voting equity securities by such Reorganized Debtor to the extent required under section 1123(a)(6) of the Bankruptcy Code and (b) otherwise give effect to the provisions of the Plan.

85. *New Equity Interests* has the meaning set forth in Article 4.3(c)(i) of this Plan.

86. *New Shared Services Agreement* means that certain Second Amended and Restated Shared Services Agreement, dated as of the Effective Date, by and among CEI and the Reorganized Debtors, which agreement shall amend and restate the Shared Services Agreement in its entirety and shall be consistent with the Plan Term Sheet and otherwise satisfactory to CEI, the Reorganized Debtors, and the Required Consenting Lenders in their respective reasonable discretion.

87. *New Shared Services Agreement Termination Right* means the right of the Reorganized Debtors, on the one hand, and CEI, on the other, to terminate the New Shared Services Agreement upon providing one hundred eighty (180) days' prior written notice to the respective counterparty or counterparties, as the case may be, which New Shared Services Agreement Termination Right shall be consistent with the Plan Term Sheet and more fully set forth in the New Shared Services Agreement.

88. *Other Secured Claims* means any Secured Claim against the Debtors that is not a DIP Claim or an RBL Secured Claim.

89. *Person* means person as defined in section 101(41) of the Bankruptcy Code.

90. *Petition Date* means October 16, 2017.

91. *Plan* means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, including the exhibits and schedules hereto and the Plan Supplement, as may be amended, supplemented, or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the terms hereof.

92. *Plan Distribution* means a payment or distribution under the Plan to Holders of Allowed Claims or other eligible Entities.

93. *Plan Securities and Documents* has the meaning set forth in Article 14.2 of this Plan.

94. *Plan Supplement* means the compilation of documents (or forms or summary of material terms thereof), schedules, and exhibits to the Plan (in each case, (i) in form and substance satisfactory to the Debtors, the Consenting Lenders, the Required Consenting Lenders, CEI, and/or CELL I, as provided by the Restructuring Support Agreement, and (ii) as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and the Restructuring Support Agreement and in accordance with the Bankruptcy Code and the Bankruptcy Rules) to be filed no later than seven (7) days before the Voting Deadline or such later date as the Bankruptcy Court may approve, including: (a) executed commitment letters, engagement letters, highly confidential letters, or form and/or definitive agreements, and related documents with respect to the Exit Credit Agreement; (b) certain New Constituent Documents, including the limited liability company agreements or other governing documents of Reorganized Castex 2005 and/or Reorganized Castex Holdco; (c) the Schedule of Rejected Contracts and Leases; (d) the identity of the members of each New Board, (e) the New Shared Services Agreement; and (f) the Management Incentive Plan.

95. *Prepetition Agent* means Capital One, National Association, as administrative agent under the Prepetition Credit Agreement and the other Prepetition Loan Documents, and any successor administrative agent party thereto.

96. *Prepetition Credit Agreement* means the "Prepetition Credit Agreement" as defined in the DIP Orders.

97. *Prepetition Loan Documents* means the "Prepetition Loan Documents" as defined in the DIP Orders.

98. *Prepetition Secured Parties* means the “Prepetition Secured Parties” as defined in the DIP Orders.

99. *Priority Non-Tax Claim* means any Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code that is not an Administrative Expense Claim or a Priority Tax Claim.

100. *Priority Tax Claim* means any Claim entitled to priority in payment as specified in section 507(a)(8) of the Bankruptcy Code.

101. *Pro Rata* means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

102. *Professional* means an Entity (a) employed in the Chapter 11 Cases pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code or otherwise, or (b) seeking or awarded compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

103. *RBL Claims* means any and all Claims of the Prepetition Secured Parties under the Prepetition Loan Documents, in their capacity as such, arising under, derived from, or based on the Prepetition Loan Documents.

104. *RBL Deficiency Claim* shall mean the portion of RBL Claims constituting unsecured claims under section 506(a) of the Bankruptcy Code, which shall constitute General Unsecured Claims under this Plan.

105. *RBL Secured Claim* shall mean the portion of RBL Claims constituting Secured Claims.

106. *Released Parties* means, collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however*, that any Holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such Holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”

107. *Releasing Parties* means, collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively

deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in Article 12.4 of the Plan; and (e) all other Holders of Claims and Equity Interests to the extent permitted by law.

108. *Reorganized Castex 2005* means Castex 2005 as reorganized under the Plan, and any successor thereto by merger, consolidation, or otherwise, on and after the Effective Date.

109. *Reorganized Castex Holdco* has the meaning ascribed to such term in Article 4.3(c)(i).

110. *Reorganized CEP* means CEP as reorganized under the Plan, and any successor thereto by merger, consolidation, or otherwise, on and after the Effective Date.

111. *Reorganized COI* means COI as reorganized under the Plan, and any successor thereto by merger, consolidation, or otherwise, on and after the Effective Date.

112. *Reorganized Debtor* means a Debtor as reorganized under the Plan, and any successor thereto by merger, consolidation, or otherwise, on or after the Effective Date, and ***Reorganized Debtors*** means, collectively, each Reorganized Debtor and any newly formed entity or entities (including, without limitation, Reorganized Castex Holdco), created to hold, directly or indirectly, the Equity Interests in any Reorganized Debtor, and any successors thereto by merger, consolidation, or otherwise, on and after the Effective Date.

113. *Required Consenting Lenders* means the "Required Consenting Lenders" as defined in the Restructuring Support Agreement.

114. *Required DIP Lenders* means the "Required Lenders" as defined in the DIP Credit Agreement.

115. *Required Prepetition Lenders* means the "Required Lenders" as defined in the Prepetition Credit Agreement.

116. *Restructuring Support Agreement* means that certain agreement, dated as of October 16, 2017, inclusive of all exhibits thereto, by and among the Debtors, certain Prepetition Secured Parties, CEI, CELL I, and any other Person that may become a party to such agreement pursuant to its terms. A copy of the Restructuring Support Agreement is attached to the Disclosure Statement as Exhibit B.

117. *Restructuring Transactions* means the Corporate Transactions and those other mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors reasonably determine (with the consent of the Prepetition Agent and the Required Consenting Lenders) to be necessary or desirable to implement the Plan, including, among other things, the issuance of the New Equity Interests.

118. *Retained Actions* has the meaning set forth in Article 9.4 of this Plan.

119. *Schedule of Rejected Contracts and Leases* means a schedule of the executory contracts and unexpired leases to be rejected pursuant to section 365 of the Bankruptcy Code and Article 10.1

hereof.

120. *Schedules* means the schedules of assets and liabilities filed by each of the Debtors on or before November 15, 2017 (or such other date ordered by the Bankruptcy Court), as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, including any supplements or amendments thereto through the Confirmation Date.

121. *Secured Claim* means a Claim against any Debtor that is secured by a valid, perfected, and enforceable Lien on, or security interest in, property of such Debtor, or that has the benefit of rights of setoff under section 553 of the Bankruptcy Code, but only to the extent of the value of the Holder's interest in such Debtor's interest in such property, or to the extent of the amount subject to setoff, the value of which shall be determined as provided in section 506 of the Bankruptcy Code.

122. *Section 510(b) Claim* means any Claim against any Debtor arising from the rescission of a purchase or sale of a security of such Debtor or of an affiliate of such Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

123. *Securities Act* means the Securities Act of 1933, and all rules and regulations promulgated thereunder.

124. *Shared Services Agreement* means that certain Amended and Restated Shared Services Agreement, dated effective as of March 4, 2009, by and among CEI, CELL I, and the Debtors, as amended by that certain First Amendment to Amended and Restated Shared Services Agreement, dated effective as of March 4, 2009.

125. *Unimpaired* means, with respect to any Claim or Equity Interest, or a Class of Claims or Equity Interests, that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

126. *U.S. Trustee* means the United States Trustee for the Southern District of Texas.

127. *Voting Agent* means Prime Clerk LLC.

128. *Voting Deadline* means 4:00 p.m. (Central) on February 9, 2018.

1.2. *Interpretation, Application of Definitions, and Rules of Construction.*

(a) For purposes of the Plan and unless otherwise specified herein (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (ii) any term that is not defined herein, but that is used in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning given to the term in the Bankruptcy Code or Bankruptcy Rules, as applicable; (iii) any reference in the Plan to an existing document, schedule, or exhibit, whether or not filed with the Bankruptcy Court, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (iv) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's permitted successors and assigns; and (v) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated.

(b) In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

(c) All references in the Plan to monetary figures refer to currency of the United States of America.

ARTICLE II UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Priority Tax Claims, and DIP Claims have not been classified for purposes of voting or receiving distributions. Rather, all such Claims are treated separately as unclassified Claims as set forth in this Article II, and the Holders thereof are not entitled to vote on the Plan.

2.1 *Administrative Expense Claims.*

(a) Filing Administrative Expense Claims. The Holder of an Administrative Expense Claim, other than (i) a Claim covered by Article 2.2, (ii) a liability incurred and payable in the ordinary course of business by a Debtor after the Petition Date, (iii) timely filed and Allowed Claims arising under section 503(b)(9) of the Bankruptcy Code; (iv) an Administrative Expense Claim that has been Allowed on or before the Administrative Expense Claim Bar Date, or (v) a DIP Claim, must file and serve on the Reorganized Debtors a request for payment of such Administrative Expense Claim so that it is received no later than the Administrative Expense Claim Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the Effective Date. **Holders required to file and serve, who fail to file and serve, a request for payment of Administrative Expense Claims by the Administrative Expense Claim Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors or the Reorganized Debtors and their property, and such Administrative Expense Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article 12.7 hereof.** Notwithstanding the foregoing, pursuant to section 503(b)(1)(D) of the Bankruptcy Code, no governmental unit shall be required to file a request for payment of any Administrative Expense Claim of a type described in sections 503(b)(1)(B) or 503(b)(1)(C) of the Bankruptcy Code as a condition to such Claim being Allowed.

(b) Allowance of Administrative Expense Claims. An Administrative Expense Claim, with respect to which a request for payment has been properly and timely filed pursuant to Article 2.1(a) shall become an Allowed Administrative Expense Claim if no objection to such request is filed with the Bankruptcy Court and served on the Debtors and the requesting party on or before the 120th day after the Effective Date, as the same may be modified or extended by order of the Bankruptcy Court. If an objection is timely filed, the Administrative Expense Claim shall become an Allowed Administrative Expense Claim only to the extent allowed by Final Order or as such Claim is settled, compromised, or otherwise resolved pursuant to Article 9.4.

(c) Payment of Allowed Administrative Expense Claims. Except to the extent that an Administrative Expense Claim has already been paid during the Chapter 11 Cases or the Holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment, and except as provided in Article 2.2, each Holder of an Allowed Administrative Expense Claim against the Debtors shall receive, in full and complete settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Administrative Expense Claim on the latest of (i) the Effective Date or as soon thereafter as reasonably practicable; (ii) thirty (30) days after the date on which such Administrative Expense Claim becomes Allowed; (iii) the date on which such Administrative Expense Claim becomes due and payable in the ordinary course of the Debtors' business in accordance with the terms and subject to the conditions of any agreements or understandings governing, or other documents relating to, such Allowed Administrative Expense Claim; and (iv) such other date as may be agreed to by such Holder and the Debtors or the Reorganized Debtors (in consultation with the Prepetition Agent and the Required Consenting Lenders).

2.2 Professional Fees.

(a) Final Fee Applications. Each Professional requesting compensation pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date shall (i) file with the Bankruptcy Court, and serve on the Reorganized Debtors, an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases on or before the forty-fifth (45th) day following the Effective Date, and (ii) after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, be paid in full, in Cash, in such amounts as are Allowed.

(b) Ordinary Course Professional Fees and Expenses. The immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and the Debtors are permitted to pay without seeking further authority from the Bankruptcy Court, compensation for services and reimbursement of professional fees and expenses in the ordinary course of business (and in accordance with any relevant prior order of the Bankruptcy Court), the payments for which may continue notwithstanding the occurrence of confirmation of the Plan.

(c) Post-Effective Date Fees and Expenses. From and after the Effective Date, the Reorganized Debtors may, upon submission of appropriate documentation and in the ordinary course of business, pay the post-Effective Date charges incurred by the Reorganized Debtors for any Professional's fees, disbursements, expenses, or related support services without application to or approval from the Bankruptcy Court. On the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for fees and charges incurred from and after the Effective Date in the ordinary course of business without any notice to or approval of the Bankruptcy Court.

2.3 DIP Claims.

On the Effective Date, except to the extent that the Holder of a DIP Claim agrees to less favorable treatment, in exchange for the full and complete settlement, release, and discharge of such Claim (subject to the last sentence of this Article 2.3), each Holder of a DIP Claim shall receive (i) an amount in Cash equal to its Pro Rata share of the Allowed amount of all accrued and unpaid interest, fees, and penalties under the DIP Loan Documents as of the Effective Date, (ii) a principal amount of term loans under the Exit Credit Agreement equal to its Pro Rata share of the Allowed amount of all outstanding principal loans under the DIP Credit Agreement as of the Effective Date, and (iii) its DIP Equity Share. The Debtors' contingent or unliquidated obligations under the DIP Loan Documents constituting DIP Claims (including, without limitation, the Debtors' indemnification obligations to the DIP Agent, the DIP Lenders, and each other "Indemnitee" under Section 11.04(b) of the DIP Credit Agreement), to the extent not indefeasibly paid in full in Cash on the Effective Date or otherwise satisfied by the Debtors in a manner acceptable to the DIP Agent, any affected DIP Lender, or any other Holder of a DIP Claim, as applicable, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or Confirmation Order, notwithstanding any provision hereof or thereof to the contrary. Notwithstanding the foregoing, all unpaid reasonable and documented fees and expenses of the professional advisors retained by the DIP Agent, any DIP Lender, or any other DIP Secured Party, shall be paid in Cash in full on the Effective Date (or such earlier date as provided in the DIP Orders) without requirement of application to or approval by the Bankruptcy Court.

2.4 Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each Holder of an Allowed Priority Tax Claim against the Debtors shall receive, in full and complete settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Priority Tax Claim on the latest of (a) the Effective Date or as soon thereafter as reasonably practicable; (b) thirty (30) days after the date on which such Priority Tax Claim becomes Allowed; (c) the date on which such Priority Tax Claim becomes due and payable; and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors or the Reorganized Debtors (in consultation with the Prepetition Agent and the Required Consenting Lenders); *provided, however*, that the Reorganized Debtors shall be authorized, at their option (in consultation with the Prepetition Agent and the Required Consenting Lenders), and in lieu of payment in full, in Cash, of an Allowed Priority Tax Claim as provided above, to make deferred Cash payments on account thereof in the manner and to the extent permitted under section 1129(a)(9)(C) of the Bankruptcy Code.

ARTICLE III CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

The following tables designate the Classes of Claims against, and Equity Interests in, each of the Debtors, and specify which Classes are (a) Impaired or Unimpaired; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) deemed to accept or reject the Plan. A Claim or portion thereof is classified in a particular Class only to the extent that such Claim or portion thereof qualifies within the description of such Class and is classified in a different Class to the extent that the portion of such Claim qualifies within the description of such different Class.

3.1 Class Identification.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Therefore, the classifications set forth below apply separately to each applicable Debtor. To the extent that a Class contains Claims or Equity Interests only with respect to one or more particular Debtor(s), such Class applies only to such Debtor(s), and to the extent that a specified Class does not include any Allowed Claims or Allowed Equity Interests with respect to one or more particular Debtor, then such Class shall be deemed not to exist as to such Debtor(s).

Claims against and Equity Interests in each Debtor are classified as follows:

| Class | Description | Impairment | Entitled to Vote |
|--------------|---------------------------------|-------------------|-------------------------|
| 1 | Other Secured Claims | Unimpaired | No (deemed to accept) |
| 2 | Priority Non-Tax Claim | Unimpaired | No (deemed to accept) |
| 3 | RBL Secured Claims | Impaired | Yes |
| 4 | General Unsecured Claims | Impaired | Yes |
| 5 | Intercompany Claims | Impaired | No (deemed to reject) |
| 6 | Section 510(b) Claims | Impaired | No (deemed to reject) |
| 7 | Equity Interests in Castex 2005 | Impaired | No (deemed to reject) |

ARTICLE IV TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Other Secured Claims (Class 1).

(a) Classification. Class 1 consists of all Other Secured Claims.

(b) Treatment. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date or as soon thereafter as practicable, each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor(s) (in consultation with the Prepetition Agent) and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; (ii) delivery of collateral securing any such Claim; (iii) reinstatement pursuant to section 1124 of the Bankruptcy Code; or (iv) other treatment rendering such Claim Unimpaired. Pending Allowance of a Disputed Other Secured Claim, the Holder of such Claim shall retain its Liens, if any, upon the collateral for such Claim including any right of setoff securing such Claim.

(c) Impairment and Voting. Class 1 is Unimpaired. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.2 Priority Non-Tax Claims (Class 2).

(a) Classification. Class 2 consists of all Priority Non-Tax Claims.

(b) Treatment. Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date or as soon thereafter as practicable, each Holder of an Allowed Priority Non-Tax Claim shall receive, at the option of the applicable Debtor(s) (in consultation with the Prepetition Agent) and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; or (ii) other treatment rendering such Claim Unimpaired.

(c) Impairment and Voting. Class 2 is Unimpaired. Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.3 RBL Secured Claims (Class 3).

(a) Classification. Class 3 consists of all RBL Secured Claims.

(b) Allowance. RBL Claims are Allowed in the aggregate amount of \$402,885,906.55. RBL Secured Claims are Allowed in the aggregate amount of \$180,600,000.00.

(c) Treatment. On the Effective Date or as soon thereafter as practicable, each Holder of an Allowed RBL Secured Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Claim—

- (i) after allocation and reservation for the Management Incentive Plan, its Pro Rata share of 100% of the remaining Equity Interests in Reorganized Castex 2005 or a newly formed holding company acceptable to the Prepetition Agent and the Required Consenting Lenders (such holding company, “**Reorganized Castex Holdco,**” and such Equity Interests in Reorganized Castex 2005 or Reorganized Castex Holdco, as the case

may be, the “**New Equity Interests**”), subject to dilution by each DIP Lender’s DIP Equity Share; and

(ii) the following commitments and/or loans:

(i) if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, its Pro Rata share of \$90 million of loans and \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of \$55 million of term loans under the Exit Credit Agreement (in each case subject to reduction in accordance with “Schedule 1” to the Plan Term Sheet); or

(ii) if such Holder (A) abstains from voting on the Plan, (B) votes to reject the Plan, or (C) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term Loans determined in accordance with “Schedule 2” to the Plan Term Sheet.

(d) Impairment and Voting. Class 3 is Impaired. Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

4.4 General Unsecured Claims (Class 4).

(a) Classification. Class 4 consists of all General Unsecured Claims.

(b) Allowance. With respect to each Debtor, RBL Deficiency Claims are allowed against such Debtor in the aggregate amount of \$222,285,906.55.

(c) Treatment. Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive, in full and complete settlement, release, and discharge of, and in exchange for, such Claim, its Pro Rata share of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan; *provided, however*, that if (A) each Class of General Unsecured Claims accepts the Plan, (B) the Committee and each member of the Committee (in its individual capacity on account of any Claim or Equity Interest, in its capacity as a member of the Committee, or in any other capacity) do not object to confirmation of the Plan, and (C) no “Challenge” or “Standing Motion” (each as defined in the Final DIP Order) is filed with the Bankruptcy Court or any other court of competent jurisdiction, then each Prepetition Lender voting to accept the Plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its Allowed RBL Deficiency Claim for the benefit of Holders of other Allowed General Unsecured Claims (collectively, the “**Beneficiary Claimants**”) such that each Beneficiary Claimant shall receive an amount of Cash equal to the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined exclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan. For the avoidance of doubt, if any event described in clauses (A), (B), or (C) of the immediately preceding sentence does not occur, each Holder of an Allowed General Unsecured Claim (including each Prepetition Lender on account of its Allowed RBL Deficiency Claim) shall receive its Pro Rata share (determined inclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution.

(d) Impairment and Voting. Class 4 is Impaired. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

4.5 *Intercompany Claims (Class 5).*

(a) Classification. Class 5 consists of all Intercompany Claims.

(b) Treatment. On the Effective Date, Allowed Intercompany Claims shall be cancelled and discharged without any distribution on account of such Claims.

(c) Impairment and Voting. Claims in Class 5 are Impaired. Holders of Claims in Class 5 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.6 *Section 510(b) Claims (Class 6).*

(a) Classification. Class 6 consists of all Section 510(b) Claims.

(b) Treatment. On the Effective Date, each Section 510(b) Claim shall be cancelled, discharged, released, and extinguished, and there shall be no distribution to Holders of Section 510(b) Claims on account of such Claims.

(c) Impairment and Voting. Class 6 is Impaired. Holders of Claims in Class 6 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

4.7 *Equity Interests in Castex 2005 (Class 7).*

(a) Classification. Class 7 consists of all Equity Interests in Castex 2005.

(b) Treatment. Except to the extent necessary to implement the Restructuring Transactions, on the Effective Date, all Equity Interests in Castex 2005 shall be cancelled and extinguished, and shall be of no further force and effect, without further notice, approval, or action, whether surrendered for cancellation or otherwise, and there shall be no distribution to Holders of Equity Interests in Castex 2005 on account of such Equity Interests.

(c) Impairment and Voting. Class 7 is Impaired. Holders of Equity Interests in Class 7 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and accordingly, are not entitled to vote to accept or reject the Plan.

**ARTICLE V
ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR
MORE CLASSES OF CLAIMS OR EQUITY INTERESTS**

5.1 *Class Acceptance Requirement.*

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in

section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if it is accepted by at least two thirds (2/3) in dollar amount and more than one-half (1/2) in number of Holders of the Allowed Claims in such Class that have voted on the Plan.

5.2 *Separate Plans.*

For purposes of voting on this Plan and receiving Plan Distributions, votes will be tabulated separately for each Debtor's Plan, and Plan Distributions will be made to each Class as provided in that Debtor's Plan; *provided* that Holders of Allowed General Unsecured Claims shall receive a distribution on account of such Claims only from a single General Unsecured Claims Cash Distribution. A Claim against multiple Debtors, to the extent Allowed against each respective Debtor, shall be treated as a separate Claim against each such Debtor for all purposes (including voting and Plan Distributions). Notwithstanding the foregoing, the Debtors reserve the right to seek to substantively consolidate any two or more Debtors, provided that, such substantive consolidation does not materially and adversely impact the amount of the Plan Distributions to any Person.

5.3 *Deemed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Equity Interests eligible to vote and no Holder of a Claim or Equity Interest eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be deemed accepted by such Class.

5.4 *Elimination of Vacant Classes.*

Any Class of Claims or Equity Interests that does not have at least one Holder of an Allowed Claim or Allowed Equity Interest or a Claim or Equity Interest temporarily Allowed as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

5.5 *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.*

Because certain Classes are deemed to have rejected this Plan, the Debtors seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to such Classes. Subject to Article 14.6 of the Plan, the Debtors reserve the right, subject to the Restructuring Support Agreement, to alter, amend, modify, revoke, or withdraw this Plan or any related document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code. Subject to the Restructuring Support Agreement, the Debtors also reserve the right to request confirmation of the Plan, as it may be modified, supplemented, or amended from time to time, with respect to any Class that affirmatively votes to reject the Plan.

5.6 *Severability of Plans.*

A failure to confirm any one or more of the Debtors' Plans shall not affect other Plans confirmed by the Bankruptcy Court, but the Debtors reserve the right, with the consent of the Prepetition Agent, the Required Consenting Lenders, and the DIP Agent, to withdraw any and all Plans if any one or more Plan(s) is not confirmed.

ARTICLE VI MEANS FOR IMPLEMENTATION OF THE PLAN

6.1 *Compromise of Controversies.*

In consideration for the Plan Distributions, releases, and other benefits provided under the Plan, and the support of CEI, CELL I, and the Consenting Lenders, upon the Effective Date, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Equity Interests, and controversies relating to any Allowed Claim or Equity Interest or any Plan Distribution to be made on account thereof or otherwise resolved under the Plan, including, without limitation:

(a) any challenge to the amount, validity, perfection, enforceability, priority, or extent of the RBL Claims, or to any Lien securing the RBL Claims; and

(b) any claim to avoid, subordinate, or disallow any RBL Claim, or any Lien securing the RBL Claims, whether under any provision of chapter 5 of the Bankruptcy Code, on any equitable theory (including, without limitation, equitable subordination, equitable disallowance, or unjust enrichment) or otherwise.

The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Equity Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. All Plan Distributions made in accordance with the Plan are intended to be, and shall be, final.

6.2 *Restructuring Transactions.*

(a) The corporate form of the Reorganized Debtors shall be structured (i) as provided by the following series of transactions (collectively, the “**Corporate Transactions**”), subject to review and approval by the Prepetition Agent and the Required Consenting Lenders, such approval to be given on or before the Effective Date, or (ii) otherwise in a manner acceptable to the Debtors, the Prepetition Agent, and the Required Consenting Lenders, after appropriate diligence by the respective parties, for purposes of achieving a tax efficient structure:

Phase 1: Structure Simplification.

- the merger of Castex II and Castex IV into Castex 2005;
- the conversion of CEP into a limited liability company;
- the transfer by Castex 2005 of all of the stock of COI to CEP;
- the Equity Interests in COI being wholly owned by CEP; and
- the Equity Interests in CEP being wholly owned by Castex 2005.

Phase 2: Holding Company Merger.

- the formation of Castex Energy Holdings, L.P. (“**CEH LP**”), and the formation of Castex Merger Sub LLC (“**Merger Sub**”) as a wholly owned subsidiary of

- CEH LP;
- the merger of Merger Sub with and into Castex 2005;
- the series of other transactions described in “Schedule 3” to the Plan Term Sheet resulting in—
 - the holders of the Equity Interests in Castex 2005 surrendering or being deemed to have surrendered such Equity Interests in exchange for substantially similar equity interests in CEH LP;
 - CEH LP owning all of the Equity Interests in Castex 2005; and
 - the conversion of Castex 2005 to a limited liability company.

Phase 3: Final Exit Transactions.

- the formation of Reorganized Castex Holdco as a limited liability company;
- the transfer by CEH LP of all the Equity Interests in Castex 2005 to Reorganized Castex Holdco in exchange for the assumption by Reorganized Castex Holdco of all of the RBL Claims;
- the surrender of the RBL Claims and the DIP Claims in exchange for the loans under the Exit Credit Agreement, the Exit Senior Secured Term Loans (if applicable), and New Equity Interests in Reorganized Castex Holdco; and
- the series of other transactions described in “Schedule 3” to the Plan Term Sheet resulting in—
 - the issuance of New Equity Interests;
 - the Equity Interests in Reorganized Castex 2005 being wholly owned by Reorganized Castex Holdco;
 - the Equity Interests in Reorganized CEP being wholly owned by Reorganized Castex 2005; and
 - the Equity Interests in Reorganized COI being wholly owned by Reorganized CEP.

At the conclusion of the Corporate Transactions, CEH LP shall have no interests in property of any kind or nature and shall be dissolved as soon as practicable after (i) the Plan Effective Date and (ii) the filing of its final tax return.

(b) Subject to Article 6.2(a), the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, and the Reorganized Debtors, as applicable, may take other actions as may be necessary or appropriate to effect a corporate restructuring of their businesses, to otherwise simplify the overall corporate structure of the Debtors or the Reorganized Debtors, or to organize certain of the Debtors or the Reorganized Debtors under the laws of jurisdictions other than the laws of which such Debtors currently are organized, which restructuring may include one or more mergers, consolidations, dispositions, liquidations, or dissolutions as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties, and obligations of certain of the Debtors vesting in one or more surviving, resulting, or acquiring Entities. In each case in which the surviving, resulting, or acquiring Entity in any such transaction is a successor to a Debtor, such surviving, resulting, or acquiring Entity shall perform the obligations of such Debtor pursuant to the Plan to satisfy the Allowed Claims against such Debtor, except as provided in any contract, instrument, or other agreement or document effecting a

disposition to such surviving, resulting, or acquiring Entity, which may provide that another Debtor or Reorganized Debtor shall perform such obligations.

Subject to Article 6.2(a), the actions to implement the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or advisable, including making filings or recordings that may be required by law in connection with the Plan.

6.3 *Sources of Consideration for Plan Distributions.*

The Debtors shall fund Plan Distributions, as applicable, with: (a) Cash on hand; (b) Cash generated from the Reorganized Debtors' operations; (c) the proceeds of the Exit Credit Agreement; and (d) the New Equity Interests. Each Plan Distribution and issuance referred to in Article VIII of the Plan shall be governed by the terms and conditions set forth herein applicable to such Plan Distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such Plan Distribution or issuance, which terms and conditions shall bind each Entity receiving such Plan Distribution or issuance.

6.4 *Exit Loan Documents and Exit Senior Secured Term Loans.*

The Reorganized Debtors shall enter into the Exit Loan Documents. Confirmation of the Plan shall constitute (a) approval of the Exit Loan Documents, and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, (b) authorization for the Reorganized Debtors to enter into and execute the Exit Loan Documents, and such other documents as may be required or appropriate, (c) approval of the Exit Senior Secured Term Loans (if applicable), and all transactions contemplated thereby, including any and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and (d) authorization for the Reorganized Debtors to enter into and execute such documents as may be required or appropriate in connection with the Exit Senior Secured Term Loans (if applicable). On the Effective Date, the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans), including, without limitation, any new promissory notes evidencing the obligations of the Reorganized Debtors, and all other documents, instruments, mortgages, and agreements to be entered into, delivered, or confirmed thereunder, shall become effective, valid, binding, and enforceable in accordance with their terms, and each party thereto shall be bound thereby. The obligations incurred by the Reorganized Debtors pursuant to the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans) and related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the Exit Loan Documents (and, if applicable, the Exit Senior Secured Term Loans) and related documents.

6.5 *Equity Interests in Debtor Subsidiaries.*

Subject to Article 6.2(a) of the Plan, all Equity Interests in the Debtors other than Castex 2005, Castex II, and Castex IV shall be unaffected by the Plan and continue in place following the Effective Date, solely for purposes of implementing the Restructuring Transactions.

6.6 *General Unsecured Claims Cash Distribution Account.*

On the Effective Date, the Reorganized Debtors shall fund the General Unsecured Claims Cash Distribution Account. After the Effective Date, the Reorganized Debtors shall have no obligation to provide additional funding to the General Unsecured Claims Cash Distribution Account. After the completion of all distributions to the Holders of Allowed General Unsecured Claims in Class 4, any remaining funds in the General Unsecured Claims Cash Distribution Account shall promptly be returned to the Reorganized Debtors and shall not be distributed to Holders of Claims or Equity Interests under this Plan.

6.7 *New Equity Interests.*

On the Effective Date, or as soon thereafter as reasonably practicable, subject to the terms and conditions of the Restructuring Transactions, Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, shall issue or cause to be issued the New Equity Interests for distribution in accordance with the terms of this Plan and shall execute, deliver, and file the New Constituent Documents without the need of any further corporate or equity holder action. Except as otherwise expressly provided in the New Constituent Documents, Reorganized Castex 2005 and/or Reorganized Castex Holdco, as the case may be, shall not be obligated to register the New Equity Interests under the Securities Act or to list the New Equity Interests for public trading on any securities exchange.

Distributions of the New Equity Interests may be made by delivery or book-entry transfer thereof by the applicable Disbursing Agent in accordance with this Plan and the New Constituent Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized shares or units of New Equity Interests in Reorganized Castex 2005 and/or Reorganized Castex Holdco, as the case may be, shall be that number of shares or units as may be designated in the New Constituent Documents.

In the period following the Effective Date and pending distribution of the New Equity Interests to any Holder entitled pursuant to this Plan to receive New Equity Interests, any such Holder will be entitled to exercise any voting rights and receive any dividends or distributions paid with respect to such Holder's shares of New Equity Interests and exercise all of the rights with respect of the New Equity Interests (so that such Holder will be deemed for tax purposes to be the owner of the New Equity Interests).

6.8 *Registration.*

The Debtors believe that the New Equity Interests, including the New Equity Interests to be issued pursuant to the Management Incentive Plan, will be "securities" as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and any applicable state securities law (a "Blue Sky Law"). As more particularly set forth in Article 14.2 hereof, the offer and sale of the New Equity Interests pursuant to the Plan is, and subsequent transfers by the holders thereof that are not "underwriters" (as defined in section 2(a)(11) of the Securities Act and section 1145(b)(1) of the

Bankruptcy Code) will be, exempt from federal and state securities registration requirements under various provisions of the Securities Act, the Bankruptcy Code, and any applicable state Blue Sky Law. The New Equity Interests underlying the Management Incentive Plan will be issued pursuant to available exemptions from registration under the Securities Act and other applicable law.

6.9 Cancellation of Notes, Instruments, and Equity Interests.

Except for the purpose of evidencing a right to a Plan Distribution and except as otherwise set forth herein, on the Effective Date, all agreements, instruments, and other documents evidencing, related to or connected with any Claim or Equity Interest and any rights of any Holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan. Notwithstanding anything to the contrary herein but subject to any applicable provisions of Article VIII, each of (a) the Prepetition Loan Documents and (b) the DIP Loan Documents (collectively, (a) and (b), the “**Debt Instruments**”) shall continue in effect solely to the extent necessary to: (i) permit Holders of Claims under the Debt Instruments to receive Plan Distributions; (ii) permit the Reorganized Debtors and the Agents to make Plan Distributions on account of the Allowed Claims under the Debt Instruments, as applicable, and deduct therefrom such reasonable compensation, fees, and expenses due to the applicable Agent thereunder or incurred by the applicable Agent in making such Plan Distributions; and (iii) permit the Agents to seek compensation and/or reimbursement of fees and expenses in accordance with the terms of this Plan. Except as provided in this Plan (including Article VIII of this Plan), on the Effective Date, each of the Agents and their respective agents, successors, and assigns shall be automatically and fully discharged of all of their duties and obligations associated with the Debt Instruments, as applicable. The commitments and obligations (if any) of the Prepetition Secured Parties and/or any of the DIP Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under any Debt Instruments, as applicable, shall fully terminate and be of no further force or effect on the Effective Date. To the extent that any provision of the DIP Loan Documents and DIP Orders are of a type that survives repayment of the subject indebtedness, such provisions shall remain in effect notwithstanding satisfaction of the DIP Claims.

6.10 Cancellation of Liens; No Discharge of Certain Liens and Claims.

(a) Except as provided otherwise under the Exit Loan Documents or this Plan (including, for the avoidance of doubt, Article 6.10(b)), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens securing any Secured Claim shall be fully released, settled, discharged and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, and the Holder of such Secured Claim (and the applicable Agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable Agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The filing of the Confirmation Order with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

(b) Notwithstanding anything in this Plan to the contrary, (i) pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors and the Reorganized Debtors have waived the discharge or release of the DIP Claims and the RBL Secured Claims, in each case as restructured pursuant to the Exit Loan Documents (and, if applicable, the documents executed and delivered in connection with the Exit Senior Secured Term Loans), and (ii) all property and assets of the Estates of the Debtors shall remain encumbered by and subject to the Prepetition Liens, which, as of the Effective Date, shall secure all indebtedness and obligations of the Reorganized Debtors under and to the extent set forth in the Exit Loan Documents (and, if applicable, the documents executed and delivered in connection with the Exit Senior Secured Term Loans), and such Liens (x) are hereby ratified, reaffirmed as valid, enforceable and not avoidable, deemed granted by the Reorganized Debtors, and deemed perfected and (y) shall not be, and shall not be deemed to be, impaired, discharged, or released by this Plan, the Confirmation Order, or on account of the confirmation or consummation of this Plan.

6.11 *Payment of Fees and Expenses Under DIP Orders or Restructuring Support Agreement*

On the Effective Date, the Debtors or the Reorganized Debtors (as applicable) shall pay all fees, costs, expenses, and disbursements of the Agents, the DIP Secured Parties, and the Consenting Lenders (including the fees, costs, expenses, and disbursements of counsel, consultants, and any other advisors for such Persons), in each case, that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the applicable DIP Order or the Restructuring Support Agreement without regard to any applicable review period provided by such DIP Order or Restructuring Support Agreement.

6.12 *New Shared Services Agreement.*

On the Effective Date, the Shared Services Agreement shall be assumed and shall be amended and restated in its entirety pursuant to the New Shared Services Agreement. The New Shared Services Agreement shall be consistent with the Plan Term Sheet and otherwise reasonably satisfactory to the Debtors, the Reorganized Debtors, CEI, CELL I, and the Required Consenting Lenders.

As of the Effective Date, CEI shall have an Allowed Claim against each Debtor in an aggregate amount of six million one hundred fifty thousand and no/100ths Dollars (\$6,150,000 arising from the Shared Services Agreement, comprised of (i) unpaid prepetition management fees in the amount of three million nine hundred ninety thousand and no/100ths Dollars (\$3,990,000) (such Claim, the “**CEI Management Fee Cure Claim**”) and (ii) reimbursement of professional fees paid by CEI in the amount of two million one hundred sixty thousand and no/100ths Dollars (\$2,160,000) (such Claim, the “**CEI Reimbursement Cure Claim**,” together with the CEI Management Fee Cure Claim, the “**CEI Cure Claim**”).

On the Effective Date, upon assumption of the Shared Services Agreement and entry into the New Shared Services Agreement, CEI, in full and complete settlement, release, and discharge of, and in exchange for, the CEI Cure Claim—

- shall setoff \$1,456,767.02 of the CEI Reimbursement Cure Claim against CEI’s prepetition debt to CEP for legacy suspended revenue; and
- subject to the terms and conditions of the Plan Term Sheet, shall receive its rights to the “Success Fee” (as defined in the Plan Term Sheet) on account of the remaining CEI Reimbursement Cure Claim (after giving effect to the setoff) and the entirety of the CEI Management Fee Cure Claim.

CEI shall receive no other or further consideration on account of the CEI Cure Claim. Notwithstanding the foregoing, any unpaid amounts otherwise due and payable in the ordinary course of business under the Shared Services Agreement as of the Effective Date (other than, for the avoidance of doubt, the CEI Cure Claim) shall be paid on the Plan Effective Date or as soon as practicable thereafter (but, in any event, prior to the effectiveness of the New Shared Services Agreement), with the consent of the Prepetition Agent and the Required Consenting Lenders, such consent not to be unreasonably withheld.

6.13 Corporate Action.

On and after the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without the need for any further corporate or limited liability company action or any further action by any stockholders, general partners, limited partners, officers, directors, managers, or members of the Debtors or the Reorganized Debtors, including, to the extent applicable, (a) the adoption of the New Constituent Documents; (b) the selection of the directors, managers, members, and officers for the Reorganized Debtors; (c) the execution of and entry into the Exit Loan Documents (and, if applicable, such documents as may be required or appropriate in connection with the Exit Senior Secured Term Loans) and related documents (including the incurrence of indebtedness, provision of guarantees, and granting of liens contemplated thereby); (d) the issuance of the New Equity Interests; (e) the consummation of the Restructuring Transactions contemplated by the Plan and performance of all actions and transactions contemplated thereby; (f) entry into the New Shared Services Agreement; (g) the rejection, assumption, or assumption and assignment, as applicable, of executory contracts and unexpired leases; (h) the adoption of the Management Incentive Plan; and (i) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). On the Effective Date, the appropriate officers, members, managers, stockholders, and boards of directors or equivalent governing bodies of the Reorganized Debtors shall be authorized and directed to issue, execute, file, record, and deliver the agreements, documents, securities, deeds, bills of sale, conveyances, releases, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated in this Article 6.13 shall be effective notwithstanding any requirements under any applicable non-bankruptcy law.

ARTICLE VII CORPORATE GOVERNANCE AND MANAGEMENT OF REORGANIZED DEBTORS

7.1 Debtors Organizational Matters.

Except as otherwise provided under the Plan, the Debtors will continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the New Constituent Documents, for the purposes of satisfying their obligations under the Plan and the continuation of their business. After the Effective Date, but subject to Article 6.2(b) of this Plan, the Reorganized Debtors may amend and restate their respective charters, bylaws, and/or constituent documents as permitted by the applicable laws of the respective jurisdictions in which they are incorporated or organized.

7.2 Directors and Officers of the Reorganized Debtors.

(a) The terms governing the initial composition of the new board of directors or managers or equivalent governing body of each of the Reorganized Debtors (each such board or governing body, as the case may be, a “**New Board**”) shall be acceptable to the Prepetition Agent and the Required Consenting Lenders. The New Board for each of the Reorganized Debtors shall initially consist of five (5) members as follows: (i) four members shall be selected by the Prepetition Agent and the Required Consenting Lenders; and (ii) a fifth member (A) shall be an executive officer of the Reorganized Debtors and (B) shall be proposed by CEI, whose appointment to such New Board shall be acceptable to the Prepetition Agent and the Required Consenting Lenders (such consent not to be unreasonably withheld).

(b) As of the Effective Date, the term of the current members of the board of directors or managers or equivalent governing bodies of the applicable Debtors shall expire, and each initial New Board shall be appointed in accordance with Article 7.2(a) hereof and the respective New Constituent Documents. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement to the extent then known the identity and affiliations of any person proposed to serve on each initial New Board. To the extent any such director, manager, or officer of the Reorganized Debtors is an “insider” under the Bankruptcy Code, the Debtors also will disclose the nature of any compensation to be paid to such director, manager, or officer.

(c) Unless reappointed pursuant to Article 7.2(a) of the Plan, the members of the board of directors or managers or equivalent governing body of each Debtor prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors in their capacities as such on and after the Effective Date and each such member shall be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Effective Date. Commencing on the Effective Date, the members of each New Board shall serve pursuant to the terms of the applicable New Constituent Documents of such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents.

(d) On or before the Effective Date, the Debtors on behalf of the Reorganized Debtors will obtain sufficient liability insurance policy coverage for a six (6)-year period for the benefit of the Debtors’ and the Reorganized Debtors’ current and former directors, managers, and officers on terms no less favorable to such directors, managers, and officers than the Debtors’ existing coverage for that purpose and with an available aggregate limit of liability on the Effective Date of no less than the aggregate limit of liability under the existing policy or policies for that purpose. After the Effective Date, none of the Debtors or the Reorganized Debtors will terminate or otherwise reduce the coverage under any such policy (including any “tail policy”) in effect on the Effective Date, with respect to conduct occurring prior thereto and all officers, directors, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether or not such director, manager, or officer remains in such position or any position after the Effective Date.

(e) In addition, to the fullest extent permitted by applicable law, the obligations of the Debtors to indemnify, defend, reimburse, or limit the liability of those Persons who were actual serving members, directors, officers, or employees of the Debtors as of and after the Petition Date (but prior to the occurrence of the Effective Date) against any liabilities, claims, or causes of action as provided in any of the limited liability company agreements, limited partnership agreements, or other governance documents of the Debtors, or under applicable state or federal law, shall not be discharged, irrespective of whether such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before or after the Petition Date (but prior to the occurrence of the Effective Date). The indemnification obligations of the Debtors not subject to discharge pursuant to this Article 7.2(e) are limited to those authorized or permitted under state or federal law as the same is now or

may become applicable at the time any claim for indemnification is made.

7.3 Management Incentive Plan.

From the issuance of New Equity Interests on or as soon as practicable after the Effective Date, 12.00% shall be reserved for a management incentive plan (the “**Management Incentive Plan**”), the form, terms, allocation, and vesting of which shall be determined by the New Board of Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, and, as of the Effective Date, shall be acceptable to the Prepetition Agent and the Required Consenting Lenders; *provided, however*, that the New Equity Interests reserved for the Management Incentive Plan shall be deemed issued on a restricted basis as follows:

- upon the Effective Date, 3.50% of New Equity Interests shall be deemed issued fully vested;
- upon the Effective Date, an additional 3.50% of New Equity Interests shall be deemed issued, and, upon the first anniversary of the Effective Date, 1.75% of such New Equity Interests shall be fully vested, and, upon the second anniversary of the Effective Date, the remaining 1.75% of such New Equity Interests shall be fully vested; *provided that* if a MIP Sale occurs prior to the second anniversary of the Effective Date, such 3.50% of New Equity Interests shall be deemed issued fully vested immediately prior to the consummation of such MIP Sale; and
- if a MIP Sale occurs, an additional percentage of New Equity Interests equal to the MIP Sale Increment shall be deemed issued and fully vested immediately prior to the consummation of such MIP Sale;

provided, further, that any New Equity Interests not deemed issued and fully vested shall be forfeited under the Management Incentive Plan upon the earlier to occur of (i) the date on which CEI provides written notice of its New Shared Services Agreement Termination Right, (ii) the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right for cause, and (iii) the first anniversary of the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right without cause, *provided that* with respect to clause (iii), (A) such unvested New Equity Interests deemed issued on the Effective Date shall be deemed fully vested on the date on which the Reorganized Debtors provide written notice of the exercise of their New Shared Services Agreement Termination Right without cause and (B) if a MIP Sale occurs on or prior to such first anniversary, such other unvested New Equity Interests in an amount equal to the MIP Sale Increment shall be deemed fully vested immediately prior to the consummation of a MIP Sale.

ARTICLE VIII PLAN DISTRIBUTIONS

8.1 Plan Distributions.

The Disbursing Agent shall make all Plan Distributions to the appropriate Holders of

Allowed Claims in accordance with the terms of this Plan. The Agents shall bear no responsibility or liability for any Plan Distributions. For the avoidance of doubt, Plan Distributions of New Equity Interests shall not be made to any of the Agents, and none of the Agents shall bear any responsibility or liability for any Plan Distributions of New Equity Interests.

(a) Plan Distributions of Cash. Plan Distributions in the form of Cash to Holders of DIP Claims shall be made by the Reorganized Debtors (or in coordination with the DIP Agent) for the benefit of the applicable Holders in accordance with the applicable documents and deemed completed when made to the DIP Agent. Plan Distributions in the form of Cash to Holders of other Allowed Claims in accordance with the Plan shall be made by the applicable Reorganized Debtor as Disbursing Agent to the applicable Holders (or to Entities at the written direction of such Holders).

(b) Plan Distributions of New Equity Interests. Plan Distributions in the form of New Equity Interests to Holders of DIP Claims, RBL Secured Claims, and, if applicable, General Unsecured Claims shall be made by Reorganized Castex 2005 or Reorganized Castex Holdco, as the case may be, or its stock transfer agent, as Disbursing Agent to the applicable Holders (or to permitted Entities at the written direction of such Holders) in accordance with the applicable documents.

(c) Plan Distributions of Loans and Commitments Under Exit Loan Documents. Plan Distributions in the form of term loans under the Exit Credit Agreement to Holders of DIP Claims shall be made by the Reorganized Debtors (or in coordination with the Exit Agent) as Disbursing Agent to the applicable Holders in accordance with the Exit Loan Documents. Plan Distributions in the form of reserve-based revolving loans and commitments and term loans under the Exit Credit Agreement to Holders of RBL Secured Claims shall be made by the Reorganized Debtors (or in coordination with the Exit Agent) as Disbursing Agent to the applicable Holders in accordance with the Exit Loan Documents.

(d) Plan Distributions of Exit Senior Secured Term Loans. Plan Distributions in the form of Exit Senior Secured Term Loans to Holders of RBL Secured Claims, if applicable, shall be made by the Reorganized Debtors as Disbursing Agent to the applicable Holders in accordance with the applicable documents.

8.2 *Allocation of Plan Distributions Between Principal and Interest.*

The aggregate consideration to be distributed to the Holders of Allowed Claims under the Plan shall be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claims of such Holders, as determined for federal income tax purposes, and any remaining consideration as satisfying accrued, but unpaid, interest, if any.

8.3 *No Postpetition Interest on Claims.*

Other than as specifically provided in the Plan, Confirmation Order, or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claim, and no Holder of a prepetition Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

8.4 *Date of Plan Distributions.*

Except as otherwise provided herein, any distributions and deliveries to be made under the Plan shall be made on the Effective Date or as soon as practicable thereafter. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8.5 *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various lists of Holders of Claims in each of the Classes, as maintained by the Debtors, or the applicable Agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims after the Distribution Record Date. Neither the Debtors nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. The Debtors and the Reorganized Debtors, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

8.6 *Disbursing Agent.*

(a) Powers of Disbursing Agent. The Disbursing Agent shall be empowered to: (i) effectuate all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable Plan Distributions or payments contemplated hereby; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred On or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) of the Disbursing Agent shall be paid in Cash by the Reorganized Debtors and will not be deducted from Plan Distributions made to Holders of Allowed Claims by the applicable Disbursing Agent. The foregoing fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Disbursing Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Disbursing Agent's fees, costs, and expenses, the applicable Disbursing Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(c) Expenses Incurred by Agents. The amount of any reasonable and documented fees and expenses incurred by the Agents in connection with making Plan Distributions (including, without limitation, reasonable attorney and other professional fees and expenses) shall be paid in Cash by the Reorganized Debtors and will not be deducted from Plan Distributions made to Holders of Allowed Claims by the applicable Agent. The foregoing reasonable and documented fees and expenses shall be paid in the ordinary course, upon presentation of invoices to the Reorganized Debtors and without the need for approval by the Bankruptcy Court. In the event that the applicable Agent and the Reorganized Debtors are unable to resolve a dispute with respect to the payment of the applicable Agent's reasonable and documented fees, costs, and expenses, the applicable Agent may elect to submit any such dispute to the Bankruptcy Court for resolution.

(d) Bond. Each Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that such Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors. Furthermore, any such entity required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

(e) Cooperation with Disbursing Agent. The Reorganized Debtors shall use all commercially reasonable efforts to provide each Disbursing Agent with the amount of Claims and the identity and addresses of Holders of Claims, in each case, as set forth in the Debtors' and/or the Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with each Disbursing Agent to comply with the reporting and withholding requirements outlined in Article 8.15 hereof.

8.7 *Delivery of Plan Distribution.*

Subject to the provisions contained in this Article VIII, the applicable Disbursing Agent will issue, or cause to be issued, and authenticate, as applicable, all plan consideration, and subject to Bankruptcy Rule 9010, make all Plan Distributions or payments to any Holder of an Allowed Claim as and when required by this Plan at: (a) the address of such Holder on the books and records of the Debtors or their agents; or (b) the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses included on any filed proofs of Claim or transfers of Claim filed with the Bankruptcy Court. In the event that any Plan Distribution to any Holder is returned as undeliverable, no distribution or payment to such Holder shall be made unless and until the applicable Disbursing Agent has been notified of the then current address of such Holder, at which time or as soon as reasonably practicable thereafter such Plan Distribution shall be made to such holder without interest; *provided, however*, such Plan Distributions or payments (i) on account of Allowed Claims (as of the Effective Date) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and subject to Article 8.9 of this Plan at the expiration of one year from the Effective Date and (ii) on account of Disputed Claims (as of the Effective Date) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and subject to Article 8.9 of this Plan at the expiration of one year from the date that such General Unsecured Claim first becomes an Allowed Claim.

8.8 *Distribution to Holders of Claims in Class 4.*

(a) On or before the six-month anniversary of the Effective Date, the applicable Disbursing Agent shall distribute to each Holder of an Allowed General Unsecured Claim the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined in accordance with Article 4.4(c)) of the General Unsecured Claims Cash Distribution *less* the Class 4 Disputed Claims Cash Reserve.

(b) Upon the completion of the Claims reconciliation process in accordance with the procedures set forth in Article 9 of the Plan, the applicable Disbursing Agent shall distribute the Class 4 Disputed Claims Cash Reserve to the Holders of Allowed General Unsecured Claims such that, after giving effect to such distribution, but subject to Article 8.8(c) below, each Holder of an Allowed General Unsecured Claim shall have received the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined in accordance with Article 4.4(c)) of the General Unsecured Claims Cash Distribution in accordance with Article 4.4(c).

(c) Any Holder of a Disputed Claim in Class 4 that ultimately becomes an Allowed Claim shall (i) receive no more from the Class 4 Disputed Claims Cash Reserve than the amount reserved with respect to such Claim under Article 8.8(a) above; and (ii) not have recourse to the Debtors, the Reorganized Debtors, or any property transferred pursuant to the Plan (other than the General Unsecured Claims Cash Distribution and the Class 4 Disputed Claims Cash Reserve).

8.9 *Unclaimed Property.*

All unclaimed property or interests in property distributable hereunder on account of such

Claim shall revert to the Reorganized Debtors or the successors or assigns of the Reorganized Debtors, and any claim or right of the Holder of such Claim to such property or interest in property shall be discharged and forever barred. The Reorganized Debtors and the applicable Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records, the proofs of Claim filed against the Debtors, as reflected on the claims register maintained by the Voting Agent, and any change of address reflected on the docket of the Chapter 11 Cases.

8.10 *Satisfaction of Claims.*

Unless otherwise provided herein, any Plan Distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction, and discharge of such Allowed Claims.

8.11 *Manner of Payment Under Plan.*

Except as specifically provided herein, at the option of the Reorganized Debtors, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or the Reorganized Debtors.

8.12 *De Minimis Cash Distributions.*

Neither the Reorganized Debtors nor the applicable Disbursing Agent shall have any obligation to make a Plan Distribution that is less than \$50.00 in Cash.

8.13 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Plan Distribution of a value in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim, to the extent such interest is permitted by Article 8.3 of this Plan.

8.14 *Setoffs and Recoupments.*

(a) Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to applicable law, setoff and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Reorganized Debtor(s) and Holder of such Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided, however*, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. Notwithstanding anything to the contrary, none of the Reorganized Debtors or the Debtors may setoff and/or recoup against any Plan Distributions to be made on account of any RBL Claims or DIP Claims or any Holder that is a "Released Party" pursuant to clause (d) of the meaning thereof in this Plan.

(b) In no event shall any Holder of Claims against, or Equity Interests in, the Debtors be entitled to recoup any such Claim or Equity Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article 14.20 of the

Plan on or before the Effective Date, notwithstanding any indication in any proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

8.15 *Withholding and Reporting Requirements.*

In connection with this Plan and all Plan Distributions hereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtors, Reorganized Debtors, or the Disbursing Agents believe are reasonable and appropriate, including requiring a Holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provisions of this Plan: (a) each Holder of an Allowed Claim that is to receive a Plan Distribution shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations on account of such distribution; and (b) no distribution shall be required to be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations or has, to the Reorganized Debtors' satisfaction, established an exemption therefrom.

8.16 *Claims Paid or Payable by Third Parties.*

(a) Claims Paid by Third Parties. The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without an objection having to be filed and without any further notice to, or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment (before or after the Effective Date) on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within ten (10) days of receipt thereof, repay or return the distribution to the applicable Debtor or Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the Allowed amount of such Claim as of the date of any such distribution under the Plan. In the event such Holder fails to timely repay or return such distribution, the Debtors or the Reorganized Debtors may pursue any rights and remedies against such Holder under applicable law.

(b) Claims Payable by Third Parties. No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agree to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon each such insurer's agreement, the applicable portion of such Claim may be expunged without an objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Applicability of Insurance Policies. Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Pursuant to section 524(e) of the Bankruptcy Code, nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Reorganized Debtors, or any Entity may hold against any other Entity under any insurance policies, including against insurers, nor shall anything contained in this Plan constitute or be deemed a waiver by such insurers of any defenses,

including coverage defenses, held by such insurers.

ARTICLE IX PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND EQUITY INTERESTS

9.1 *No Proofs of Equity Interests Required.*

Except as otherwise provided in the Plan or by order of the Bankruptcy Court, Holders of Equity Interests shall not be required to file proofs of Equity Interests in the Chapter 11 Cases.

9.2 *Objections to Claims; Estimation of Claims.*

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Reorganized Debtors, as applicable, shall be entitled to object to Claims. No other Entity shall be entitled to object to Claims after the Effective Date. Any objections to Claims shall be served and filed on or before (a) the one-hundred twentieth (120th) day following the later of (i) the Effective Date and (ii) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of such Claim, or (b) such later date as may be fixed by the Bankruptcy Court.

The Reorganized Debtors may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, except that the Reorganized Debtors may not request estimation of any non-contingent or liquidated Claim if the Debtors' objection to such Claim was previously overruled by a Final Order, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) days after the date on which such Claim is estimated. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

9.3 *Payments and Distributions on Disputed Claims.*

If an objection to a Claim is filed as set forth in Article 9.2, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

At such time as a Disputed Claim becomes an Allowed Claim or as soon as practicable thereafter, the Disbursing Agent shall distribute to the Holder of such Allowed Claim the property distributable to such Holder pursuant to Article 4 of the Plan; *provided, however*, that the timing of distributions to Holders of Claims in Class 4 shall be governed in all respects by Article 8.8 of the Plan. To the extent that all or a portion of a Disputed Claim is Disallowed, the Holder of such Claim shall not receive any distribution on account of the portion of such Claim that is Disallowed. Notwithstanding any other provision of the Plan, no interest shall accrue or be Allowed on any Claim during the period after the Petition Date, except as provided for in the DIP Orders or to the extent that section 506(b) of the

Bankruptcy Code permits interest to accrue and be Allowed on such Claim.

9.4 Preservation of Claims and Rights to Settle Claims.

Except as otherwise provided in the Plan, or in any contract, instrument, or other agreement or document entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle, compromise, otherwise resolve, discontinue, abandon, or dismiss all claims, rights, Causes of Action, suits, and proceedings, including those described herein and in the Plan Supplement (collectively, the “**Retained Actions**”), whether at law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Entity (other than claims, rights, Causes of Action, suits, and proceedings released pursuant to Article 12.4 below), without the approval of the Bankruptcy Court, subject to the terms of Article 6.2 hereof, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. For the avoidance of doubt, Retained Actions do not include any claim or Cause of Action released pursuant to Articles 12.4 and 12.9 below. The Reorganized Debtors or their successor(s) may pursue such Retained Actions, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) that hold such rights.

Notwithstanding such additional Retained Actions as may be described within the Plan Supplement, the following described claims and Causes of Action and litigation proceedings shall be Retained Actions:

- Apache Corporation: Any and all Causes of Action the Debtors assert as counterclaims against the Apache Corporation in the Texas state court suit styled as *Apache Corporation v. Castex Offshore, Inc., et al*, Cause No. 2015-48580; 133rd Judicial District Court, Harris County, Texas.
- Marquis Resources, LLC: Any and all Causes of Action, claims, defenses and rights (including setoff rights) held by the Debtors against Marquis Resources, LLC, Shoreline Southeast LLC and Shoreline Offshore LLC, including—without limitation—the administrative expense claim awarded Castex Energy, Inc., on behalf of the Debtors, in Case No. 16-35571 [Dkt. No. 660] (Bankr. S.D. Tex. 2017), for unpaid joint interest billings and plugging and abandonment costs.
- Benefit Street Partners, LLC: Any and all Causes of Action the Debtors assert or are assertable as counterclaims against Benefit Street Partners, LLC in the Texas state court suit styled as *Benefit Street Partners, L.L.C., v. Castex Energy 2005, L.P.*, Cause No. 2017-21029, 334th District, Harris County, Texas.
- State Law Breach of Contract Claims: Any and all Causes of Action assertable by the Debtors for breach of contract against any of the Debtors’ contract counter-parties, including—without limitation—any Cause of Action arising out of work performed below contract standards and/or services, materials or equipment provided below contract standards.
- Insurance Policy Claims: Any and all Causes of Action against any insurer of the Debtors arising out of such insurer’s obligations under the Debtors’ insurance policies.
- Rights Under Assumed Contracts: Any rights, claims, defenses, audit rights or Causes of Action arising under any Assumed Contract or other contract whenever such right, claim, defense, audit right or Cause of Action shall have accrued.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Retained Action against it as any indication that the Reorganized Debtors will not, or may not, pursue any and all available Retained Actions against it. The Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Actions against any Entity. Unless any Retained Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Retained Actions for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Retained Action upon, after, or as consequence of, confirmation or consummation of the Plan. For the avoidance of doubt, all claims, Causes of Action, suits, and proceedings of the Debtors that are not Retained Actions are waived as of the Effective Date.

9.5 *Expenses Incurred On or After the Effective Date.*

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of reasonable expenses incurred by any Professional the Voting Agent on or after the Effective Date in connection with implementation of this Plan, including, without limitation, reconciliation of, objection to, and settlement of claims, shall be paid in Cash by the Reorganized Debtors as such become due.

ARTICLE X EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 *Assumption of Contracts and Leases.*

Subject to Article 6.12 of this Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all executory contracts and unexpired leases of the Debtors shall be deemed assumed, except that: (a) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; (b) any executory contracts and unexpired leases listed on the Schedule of Rejected Contracts and Leases, shall be deemed rejected as of the Effective Date; and (c) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided for in the Final Order resolving such motion.

Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions and rejections described in this Article 10.1 pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Article 10.1 shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law. The pendency of any motion to assume or reject executory contracts or unexpired leases shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Unless otherwise provided in the Plan, each executory contract and unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously terminated or is otherwise not in effect. Modifications, amendments, supplements, and restatements to prepetition executory contracts or unexpired leases that have been executed by any of the Reorganized Debtors during the Chapter 11 Cases shall not be deemed

to alter the prepetition nature of the executory contract or unexpired lease. For the avoidance of doubt federal and state leases (unexpired and expired), including all decommissioning obligations thereunder, accrued or otherwise, are subject to and governed by Article 10.4 of the Plan.

For the avoidance of doubt, with respect to executory joint operating agreements by and among one or more Reorganized Debtors, on the one hand as non-operating working interest owners, and CEI, on the other as operator, to the extent such joint operating agreements are assumed pursuant to this Plan, CEI's right(s), in the event that Apache Corporation ("**Apache**") is determined by Final Order to be a defaulting working interest owner under such joint operating agreements with liability to CEI as operator and CEI is unable to compel payment from Apache for such liability, to seek, prosecute, and recover from non-defaulting working interest owners, including, but not limited to, as applicable, any Reorganized Debtor, any and all such amounts owed to CEI by Apache under such joint operating agreements to the extent permitted by and consistent with such joint operating agreements, are hereby preserved.

Except as otherwise provided in the Plan, any rights or arrangements necessary or useful to the operation of the Reorganized Debtors' business, but not otherwise addressed as a Claim or Equity Interest or assumed under Article X of the Plan, including non-exclusive or exclusive patent, trademark, copyright, maskwork, or other intellectual property licenses, and other contracts that may not be assumable under section 365(c) of the Bankruptcy Code, will, in the absence of any other treatment under the Plan or Confirmation Order, be passed through the Chapter 11 Cases for the benefit of the Reorganized Debtors, provided that notwithstanding anything to the contrary herein, any Claim thereunder will be treated in accordance with the distribution provisions of the Plan.

10.2 *Claims Based on Rejection of Executory Contracts or Unexpired Leases.*

Except as otherwise explicitly set forth in the Plan, all Claims arising from the rejection of executory contracts or unexpired leases, if evidenced by a timely filed proof of Claim, will be treated as General Unsecured Claims. Upon receipt of the Plan Distribution provided in Article 4.4, all such Claims shall be discharged as of the Effective Date, and shall not be enforceable against the Debtors, the Estates, the Reorganized Debtors, or their respective properties or interests in property. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date, the date on which the Debtors reject the applicable contract or lease as provided in Article 10.3(c) below, or pursuant to an order of the Bankruptcy Court).

10.3 *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.*

(a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease to be assumed pursuant to the Plan, any monetary and non-monetary defaults arising under such executory contract or unexpired lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate monetary amount (the "**Cure Amount**") in full in Cash and the appropriate cure of any non-monetary default on the later of thirty (30) days after: (i) the Effective Date or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision).

(b) On a date that is no later than twenty-eight (28) calendar days prior to the

commencement of the Confirmation Hearing (such date, as set forth in the order approving the Disclosure Statement, the “**Assumption Notice Deadline**”), the Debtors shall file a notice (the “**Assumption Notice**”) which shall include a schedule (the “**Cure Schedule**”) of the Cure Amount, if any, that the Debtors believe is required to be paid to the applicable counterparty for each executory contract and unexpired lease to be assumed pursuant to Article 10.1 of the Plan (each, an “**Assumed Contract**”), and a description of any non-monetary default that the Debtors believe must be cured to assume any Assumed Contract, and serve such Assumption Notice, including the Cure Schedule, on each applicable counterparty. If a counterparty objects to the Cure Amount (or to a lack of adequate assurance of future performance) or to the described or absence of non-monetary default, such counterparty must file with the Bankruptcy Court a written objection (a “**Contract Objection**”). Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules; (iii) be filed with the clerk of the Bankruptcy Court, together with proof of service, within fourteen (14) days of the Assumption Notice Deadline (such date, the “**Contract Objection Deadline**”); and (iv) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the counterparty believes is required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code for the applicable Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.

(c) If, after the Assumption Notice Deadline, additional executory contracts or unexpired leases of the Debtors are determined to be Assumed Contracts, as soon as practicable thereafter and in no event less than one (1) Business Day before the commencement of the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve, by overnight delivery, on the applicable counterparties a supplemental Assumption Notice, and such counterparties shall file any Contract Objection thereto in accordance with the procedures set forth in Article 10.3(b) not later than the Contract Objection Deadline in the event that such supplemental Assumption Notice was filed and served at least seven (7) calendar days prior to the Contract Objection Deadline. If less than seven (7) calendar days remain prior to the Contract Objection Deadline when an additional executory contract or unexpired lease is determined to be an Assumed Contract, the Bankruptcy Court will, by separate order, establish an objection deadline solely applicable to such assumed executory contracts or unexpired leases.

(d) **If no Contract Objection is timely received with respect to an Assumed Contract: (i) the counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtors, and be forever barred, estopped, and enjoined from asserting any objection with regard to such assumption (including, without limitation, any payment or other obligation in connection with the assumption or with respect to adequate assurance of future performance); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Amount set forth in the Assumption Notice for such Assumed Contract; and (iii) the Cure Amount set forth in the Assumption Notice for such Assumed Contract (including a Cure Amount of \$0.00) shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred, estopped, and enjoined from asserting any other Claims related to such Assumed Contract against the Debtors or their Estates, the Reorganized Debtors, or the property of any of them, that existed prior to the entry of a Final Order approving the assumption of such Assumed Contract (including, without limitation, the Confirmation Order).**

(e) To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including, without limitation, any dispute with respect to the Cure Amount or any other payment or non-monetary obligation required to be paid to the applicable counterparty or performed by the Reorganized Debtors under sections 365(b)(1)(A)

and (B) of the Bankruptcy Code (any such dispute, a “*Cure Dispute*”), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be fixed by the Bankruptcy Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute regarding a monetary default only, the Assumed Contract may be assumed by the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court). To the extent a Contract Objection is resolved or determined against a Debtor or a Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor may reject the such executory contract or unexpired lease within ten (10) Business Days after such determination by filing and serving upon the counterparty a notice of rejection, and the counterparty may thereafter file a proof of Claim in the manner set forth in Article 10.2 hereof.

10.4 *Leasehold Interests – Federal and State Leases.*

Nothing in the Confirmation Order or the Plan discharges, releases, precludes, or enjoins: (i) any liability to any Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Effective Date; (iii) any police or regulatory liability to a Governmental Unit that any Entity would be subject to under applicable non-bankruptcy law as the owner or operator of property after the Effective Date; or (iv) any liability to a Governmental Unit under applicable non-bankruptcy law on the part of any Entity other than the Debtors or the Reorganized Debtors. Nor shall anything in the Confirmation Order or the Plan enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence. Nothing in the Confirmation Order or the Plan shall affect any setoff or recoupment rights of any Governmental Unit under section 553 of the Bankruptcy Code or applicable nonbankruptcy law or divest any tribunal of any jurisdiction it may have under police or regulatory law to adjudicate any defense asserted under the Confirmation Order or the Plan. Nothing in the Confirmation Order or the Plan shall affect the authority of any Governmental Unit to exercise its police or regulatory authority with respect to any leasehold, contract or property interest assumed by or vested in the Debtors and the Reorganized Debtors under the Plan. As well, all rights and defenses of the Debtors and the Reorganized Debtors are expressly reserved.

10.5 *Insurance Policies.*

All insurance policies (including all director and officer insurance policies) pursuant to which the Debtors have any obligations in effect as of the Effective Date shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the respective Debtors (and assigned to the Reorganized Debtors if necessary to continue such insurance policies in full force) pursuant to section 365 of the Bankruptcy Code and shall continue in full force and effect. All other insurance policies shall revert in the Reorganized Debtors.

10.6 *Reservation of Rights.*

Neither the exclusion nor inclusion of any contract or lease on any Assumption Notice or any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any agreement, contract, or lease is an executory contract or unexpired lease subject to Article 10 of the Plan, as applicable, or that the Debtors or the Reorganized Debtors have any liability thereunder.

The Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders (not to be unreasonably withheld), and the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement any Assumption Notice and the Schedule of Rejected Contracts

and Leases until and including the Effective Date or as otherwise provided by Bankruptcy Court order; *provided, however*, that if there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or with respect to the asserted Cure Amount, then the Prepetition Agent, the Required Consenting Lenders, and the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to amend the decision to assume, or assume and assign, such executory contract or unexpired lease.

10.7 *Pre-existing Obligations to Debtors Under Executory Contracts and Unexpired Leases*

Rejection of any executory contract or unexpired lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors contracting from non-Debtor counterparties to rejected executory contracts or unexpired leases.

10.8 *Contracts and Leases Entered into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor in the ordinary course of business or following approval pursuant to a Bankruptcy Court order, including any executory contracts and unexpired leases assumed by a Debtor, shall be performed by the applicable Debtor or Reorganized Debtor, as the case may be, liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) shall survive and remain unaffected by entry of the Confirmation Order.

ARTICLE XI

CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

11.1 *Conditions Precedent to Confirmation.*

It shall be a condition to confirmation of this Plan that the following conditions shall have been satisfied in full or waived in accordance with Article 11.3 of the Plan:

(a) the New Constituent Documents, in form and substance acceptable to the Debtors (in their reasonable discretion) and the Required Consenting Lenders (in their sole discretion), shall have been approved in connection with the Confirmation Order;

(b) the Exit Credit Agreement, in form and substance consistent with the Plan Term Sheet and acceptable to the Debtors (in their reasonable discretion) and the DIP Lenders and the Consenting Lenders (in each case, in their respective sole discretion), shall have been approved in connection with the Confirmation Order;

(c) the New Shared Services Agreement, in form and substance consistent with the Plan Term Sheet and acceptable to the Debtors, CEI, and the Required Consenting Lenders (in each case, in their respective reasonable discretion), shall have been approved in connection with the Confirmation Order;

(d) the Disclosure Statement, in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Required Consenting Lenders (in each case, in their respective reasonable discretion), shall have been approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code;

(e) the Confirmation Order, in form and substance acceptable to the Debtors and CEI (in each case, in their respective reasonable discretion) and the DIP Lenders and the Consenting Lenders (in each case, in their respective sole discretion), shall have been entered on the docket for the Chapter 11 Cases and be in full force and effect; and

(f) the Restructuring Support Agreement shall not have been terminated by CEI, CELL I, the Debtors, or the Required Consenting Lenders.

11.2 *Conditions Precedent to the Effective Date.*

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions have been satisfied in full or waived in accordance Article 11.3 of the Plan:

(a) the Confirmation Order, in form and substance acceptable to the Debtors, CEI, and CELL I (in each case, in their respective reasonable discretion) and the DIP Lenders and the Consenting Lenders (in each case, in their respective sole discretion), shall not be reversed, vacated, stayed, amended, supplemented, or otherwise modified and shall be in full force and effect;

(b) the documents comprising the Plan Supplement, including the New Constituent Documents, the Exit Credit Agreement, the New Shared Services Agreement, and the Management Incentive Plan, shall, to the extent applicable, have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith;

(c) all necessary actions, documents, certificates, and agreements necessary to implement the Plan on the Effective Date shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(d) all applicable governmental authorities shall have granted any necessary consents and approvals required for the Debtors to emerge from chapter 11 pursuant to the Plan and any statutory waiting periods shall have expired;

(e) the Restructuring Support Agreement shall not have been terminated by CEI, CELL I, the Debtors, or the Required Consenting Lenders;

(f) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the Consenting Lenders pursuant to the Restructuring Support Agreement for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(g) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the Prepetition Agent and Prepetition Lenders pursuant to the DIP Orders for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(h) prior to or as of the Effective Date, payment in full in Cash of any and all accrued but unpaid reasonable advisor fees of the DIP Agent and the DIP Lenders pursuant to the DIP Credit Agreement for which the Debtors have received invoices or estimates prior to the occurrence of the Effective Date;

(i) the Effective Date shall have occurred on or before ten (10) calendar days from entry of the Confirmation Order;

(j) the cure amounts or other payment obligations of any of the Debtors (including as reorganized under and pursuant to this Plan) arising or otherwise resulting from the assumption of executory contracts or unexpired leases, on a per-contract basis and on an aggregate basis, calculated by the Required Consenting Lenders in their reasonable discretion, does not exceed or is not reasonably expected to exceed an amount acceptable to the Required Consenting Lenders in their sole discretion;

(k) each Debtor shall have used its best efforts, as determined by the Required Consenting Lenders in their sole discretion, to cause the Independent Auditor to complete the COPAS Audits and issue appropriate audit reports to the Debtors, CEI, the Prepetition Agent, and the Consenting Lenders on or before a date that is twenty-one (21) days prior to the occurrence of the Effective Date; and

(l) the Required Consenting Lenders shall be satisfied with the COPAS Audits in their sole discretion.

11.3 Waiver of Conditions Precedent.

Except with respect to the conditions precedent in Article 11.1(c) and Article 11.2(b) (solely to the extent Article 11.2(b) relates to the New Shared Services Agreement), which can only be waived with the consent of CEI in writing in its reasonable discretion, each of the conditions precedent in Articles 11.1 and 11.2 of the Plan may be waived in writing, in whole or in part, with the consent of the Debtors and the Required Consenting Lenders without notice to any third parties or order of the Bankruptcy Court or any other formal action; *provided, however*, the Debtors and the Required Consenting Lenders, as applicable, shall only have the right to waive any such condition to the extent such party has the right to consent to the satisfaction of such condition.

11.4 Effect of Non-Occurrence of the Effective Date.

If the conditions listed in Articles 11.1 and 11.2 are not satisfied or waived in accordance with Article 11.3, then (a) the Confirmation Order shall be of no further force or effect; (b) the Plan shall be null and void in all respects; (c) no distributions under the Plan shall be made; (d) no executory contracts or unexpired leases that were not previously assumed, assumed and assigned, or rejected shall be deemed assumed, assumed and assigned, or rejected by operation of the Plan; (e) the Debtors and all Holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date; and (f) nothing contained in the Plan or the Disclosure Statement shall (i) be deemed to constitute a waiver or release of (x) any Claims by any creditor or any Debtor or (y) any Claims against, or Equity Interests in, the Debtors, (ii) prejudice in any manner the rights of the Debtors or any other Entity, or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors in any respect.

ARTICLE XII EFFECT OF CONFIRMATION

12.1 Vesting of Assets; Continued Corporate Existence.

On the Effective Date, except as otherwise provided in the Plan or the Exit Credit Agreement, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of the Estates shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests. Except as otherwise provided in the Plan or pursuant to actions taken in connection with, and permitted by, the Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and

after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the applicable organizational documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law. On and after the Effective Date, the Reorganized Debtors shall be authorized to operate their respective businesses and to use, acquire, or dispose of assets, without supervision or approval by the Bankruptcy Court and free from any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

12.2 Binding Effect.

Subject to the occurrence of the Effective Date and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062, on and after the Confirmation Date, the provisions of the Plan shall be immediately effective and enforceable and deemed binding upon any Holder of a Claim against, or Equity Interest in, the Debtors, and such Holder's respective successors and assigns, (whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan, whether or not such Holder has accepted the Plan, and whether or not such Holder is entitled to a distribution under the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor counterparties to executory contracts, unexpired leases, and any other prepetition agreements. All Claims shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

12.3 Discharge of Claims.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan (including with respect to Claims reinstated by the Plan), the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of all Claims against, and Equity Interests in, the Debtors, and Causes of Action of any nature whatsoever arising on or before the Effective Date, known or unknown, including, without limitation, any interest accrued or expenses incurred on such Claims from and after the Petition Date, against the Debtors, and liabilities of, Liens on, obligations of, and rights against, the Debtors or any of their assets or properties arising before the Effective Date, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, in each case whether or not: (a) a proof of Claim or Equity Interest based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Equity Interest based upon such debt or right is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Equity Interest has voted to accept the Plan. Any default by the Debtors with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. Except as otherwise specifically provided in the Plan (including with respect to Claims reinstated by the Plan), all Entities shall be precluded from asserting against the Debtors, the Reorganized Debtors, or their respective properties or interests in property, any other Claims based on any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. Except as otherwise provided in the Plan or with respect to Claims reinstated pursuant to the Plan, the Confirmation Order shall be a judicial determination of the discharge of all Claims arising before the Effective Date against the Debtors, subject to the occurrence of the Effective Date.

12.4 Releases.

(a) **Releases by the Debtors.** Pursuant to section 1123(b) of the Bankruptcy Code and to the maximum extent allowed by applicable law, upon the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, in their individual

capacities and as debtors in possession, the Reorganized Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. The Reorganized Debtors shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article 12.4(a) by the Debtors, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute its finding that each release described in this Article 12.4(a) is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims; (ii) in the best interests of the Debtors and all Holders of Equity Interests and Claims; (iii) fair, equitable, and reasonable; (iv) given and made after due

notice and opportunity for hearing; and (v) a bar to any of the Debtors or Reorganized Debtors asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(b) **Releases by Holders of Claims and Other Entities.** Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of any such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article 12.4(b), which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute its finding that each release described in Article 12.4(b) is: (i) in exchange for the good

and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

12.5 *Exculpation and Limitation of Liability.*

The Released Parties, the Committee, and each member of the Committee (solely in its capacity as a member of the Committee) shall not have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or Equity Interest, or any other party in interest in the Chapter 11 Cases, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or direct or indirect affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Restructuring Transactions, formulation, negotiation, preparation, dissemination, confirmation, solicitation, implementation, or administration of the Plan, the Plan Supplement and all documents contained or referred to therein, the Disclosure Statement, the Restructuring Support Agreement, the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the Restructuring Transactions, or any other pre- or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or confirming or consummating the Plan (including the issuance of any securities or the distribution of any property under the Plan); *provided, however*, that the foregoing provisions of this Article 12.5 shall have no effect on the liability of any Person or Entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence and shall not impact the right of any Holder of a Claim or Equity Interest, or any other party to enforce the terms of the Plan and the contracts, instruments, releases, and other agreements or documents delivered in connection with the Plan. Without limiting the generality of the foregoing, the Debtors and the Debtors' direct or indirect affiliates, managed accounts and funds, officers, directors, principals, direct or indirect sponsors, shareholders, partners, employees, members, managers, members of boards of managers, advisory board members, advisors, attorneys, financial advisors, accountants, investment bankers, agents and other professionals (whether current or former, in each case, in his, her, or its capacity as such) shall, in all respects, be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. The exculpated parties under this Article 12.5 have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such exculpating parties from liability.

12.6 *Injunction.*

(a) **General.** All Persons or Entities who have held, hold, or may hold Claims or Equity Interests (other than Claims that are reinstated under the Plan), and all other parties in interest in the Chapter 11 Cases, along with their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates, are permanently enjoined, from and after the Effective Date, from, in respect of any claim or Cause of Action released or settled

hereunder, (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against the Released Parties, the Debtors, or the Reorganized Debtors, or in respect of any claim or Cause of Action released or settled hereunder; (ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree, or order against the Released Parties, the Debtors, or the Reorganized Debtors; (iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties, the Debtors, or the Reorganized Debtors; (iv) asserting any right of setoff, subrogation, or recoupment of any kind, against any obligation due from the Released Parties, the Debtors, or the Reorganized Debtors, or against the property or interests in property of the Debtors or Reorganized Debtors, on account of such claims or Equity Interests; or (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such claims or Equity Interests released or settled pursuant to the Plan; *provided, however*, that nothing contained herein shall preclude such Entities from exercising their rights pursuant to and consistent with the terms hereof and the contracts, instruments, releases, and other agreements and documents delivered under or in connection with the Plan.

(b) **Injunction Against Interference With the Plan.** Upon entry of the Confirmation Order, all Holders of Claims and Equity Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; *provided, however*, that the foregoing shall not enjoin any Consenting Lender from exercising any of its rights or remedies under the Restructuring Support Agreement, in accordance with the terms thereof. Each Holder of an Allowed Claim or Allowed Equity Interest, by accepting, or being eligible to accept, distributions under or reinstatement of such Claim or Equity Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article 12.6 of the Plan.

12.7 *Term of Bankruptcy Injunction or Stays.*

All injunctions or stays (excluding any injunctions or stays contained in the Plan or the Confirmation Order) in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or any order of the Bankruptcy Court or otherwise, and in existence as of the Confirmation Date, shall remain in full force and effect until the Effective Date.

12.8 *Termination of Subordination Rights and Settlement of Related Claims.*

The classification and manner of satisfying all Claims and Equity Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim or Equity Interest may have with respect to any distribution to be made under the Plan, shall be discharged and terminated, and all actions related to the enforcement of such subordination rights shall be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims shall not be subject to payment of a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment, or other legal process by a beneficiary of such terminated subordination rights.

12.9 *Waiver of Actions Arising Under Chapter 5 of the Bankruptcy Code.*

Without limiting any other applicable provisions of, or releases contained in, this Plan, but subject to the proviso of this sentence, each of the Debtors, the Reorganized Debtors, their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any

claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, hereby irrevocably and unconditionally release, waive, and discharge any and all claims or Causes of Action that they have, had or may have that are based on section 544, 547, 548, 549, and 550 of the Bankruptcy Code and analogous non-bankruptcy law for all purposes; *provided, however*, that no such claim or Cause of Action shall be waived pursuant to this Article 12.9 or otherwise to the extent such claim or Cause of Action, if successful, would result in the disallowance of any Claim against any Debtor, in whole or in part, pursuant to section 502(d) of the Bankruptcy Code. For the avoidance of doubt, none of the claims or Causes of Action waived pursuant to this Article 12.9 shall constitute Retained Actions.

12.10 *Reservation of Rights.*

The Plan shall have no force or effect unless and until the Effective Date. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtors with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be, or shall be deemed to be, an admission or waiver of any rights of any Debtor or any other party, including the Released Parties, with respect to any Claims or Equity Interests or any other matter.

ARTICLE XIII RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code, to the fullest extent permitted by law, and notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over any matter arising under the Bankruptcy Code, arising in or out of, or related to, the Chapter 11 Cases, the Plan, or the Confirmation Order, including jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;
- (b) resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which the Debtors are party to or with respect to which any Debtor or Reorganized Debtor may be liable, and hear, determine, and, if necessary, liquidate, any Claims arising therefrom;
- (c) determine any and all motions, adversary proceedings, applications, contested matters, or other litigated matters pending on the Effective Date;
- (d) ensure that Plan Distributions to Holders of Allowed Claims are accomplished pursuant to the terms of the Plan;
- (e) adjudicate any and all disputes arising from or relating to Plan Distributions;
- (f) enter, implement, or enforce such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan, and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;
- (g) enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated, or distributions pursuant to the Plan are enjoined or stayed;

(h) issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(i) modify the Plan before or after the Effective Date under section 1127 of the Bankruptcy Code or modify the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

(j) hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Bankruptcy Code incurred prior to the Confirmation Date;

(k) hear and determine any rights, claims, or Causes of Action held or reserved by, or accruing to, the Debtors or the Reorganized Debtors pursuant to the Bankruptcy Code, the Confirmation Order, or, in the case of the Debtors, any other applicable law;

(l) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases;

(m) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions contemplated thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing, or the effect of the Plan under any agreement to which the Debtors, the Reorganized Debtors, or any affiliate thereof are party;

(n) hear and determine any issue for which the Plan or a related document requires a Final Order of the Bankruptcy Court;

(o) issue such orders as may be necessary or appropriate to aid in execution of the Plan or to maintain the integrity of the Plan following consummation, to the extent authorized by section 1142 of the Bankruptcy Code;

(p) determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(q) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(r) enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(s) hear and determine all disputes involving the existence, scope, and nature of the discharges, releases, or injunctions granted under the Plan and the Bankruptcy Code;

(t) hear and determine all disputes involving or in any manner implicating the exculpation or indemnification provisions contained in the Plan;

(u) hear and determine any matters arising under or related to sections 1141 and 1145 of the Bankruptcy Code;

(v) recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(w) enter a final decree closing the Chapter 11 Cases; and

(x) hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1 *Payment of Statutory Fees.*

On the Effective Date, all fees due and payable pursuant to section 1930 of title 28 of the U.S. Code shall be paid by the Debtors. Following the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each and every one of the Debtors and Reorganized Debtors shall remain obligated to pay quarterly fees to the Office of the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

14.2 *Exemption from Securities Laws.*

On and after the Effective Date, each of the Debtors and the Reorganized Debtors are authorized to and will provide, distribute, or issue, as applicable, the New Equity Interests, and any and all other instruments, certificates, and other documents or agreements required to be provided, distributed, issued, executed or delivered pursuant to or in connection with the Plan (collectively, the "*Plan Securities and Documents*"), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. The issuance of the New Equity Interests and the Distribution thereof under the Plan will be exempt from registration under applicable securities laws (including Section 5 of the Securities Act or any similar state law requiring the registration for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or other applicable exemptions. All New Equity Interests to be issued pursuant to the Management Incentive Plan will be issued in reliance upon either section (4)(a)(2) of the Securities Act or Regulation D promulgated thereunder, and will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. Accordingly, the New Equity Interests may be subject to restrictions on transfer under applicable law or as set forth in the governing documents to such New Equity Interests.

Without limiting the effect of section 1145 of the Bankruptcy Code, all documents, agreements, and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of the Plan will become effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further

notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity (other than as expressly required by such applicable agreement).

14.3 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of notes or equity securities under the Plan; the creation, the granting, the filing or recording of any mortgage, deed of trust, or other security interest; the making, filing, recording, or assignment of any lease or sublease; the transfer of title to or ownership of any of the Debtors' interests in any property; or the making or delivery of any instrument of transfer in connection with the Plan (including, without limitation, in connection with the Exit Loan Documents) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Without limiting the foregoing, any issuance, transfer, or exchange of a security or any making or delivery of an instrument of transfer pursuant to the Plan shall be exempt from the imposition and payment of any and all transfer taxes (including, without limitation, any and all stamp taxes or similar taxes and any interest, penalties, and addition to the tax that may be required to be paid in connection with the consummation of the Plan) pursuant to sections 106, 505(a), 1141, and 1146(a) of the Bankruptcy Code. Unless the Bankruptcy Court orders otherwise, all sales, transfers, and assignments of owned and leased property approved by the Bankruptcy Court on or before the Effective Date shall be deemed to have been in furtherance of, or in connection with, the Plan.

14.3 *Dissolution of Statutory Committees and Cessation of Fee and Expense Payment.*

On the Effective Date, the Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases. The Reorganized Debtors shall not be responsible for paying any fees and expenses incurred on or after the Effective Date, if any, by the professionals retained by the Committee.

14.4 *Substantial Consummation.*

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

14.5 *Expedited Determination of Postpetition Taxes.*

The Reorganized Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

14.6 *Modification and Amendments*

Subject to the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtors, with the prior written consent of the Required Prepetition Lenders, the DIP Agent, and the requisite Exit Facility Parties (in accordance with the Exit Credit Agreement), may

alter, amend, or modify the Plan at any time prior to the Effective Date; *provided* that any alterations, amendments, or modifications to any term or provision concerning the Shared Services Agreement, the New Shared Services Agreement, the initial composition of each New Board, or the Management Incentive Plan shall require the prior written consent of CEI and CELL I in addition to the Required Prepetition Lenders, the DIP Agent, and the requisite Exit Facility Parties (in accordance with the Exit Credit Agreement). Holders of Claims and Equity Interests that have accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification complies with the requirements of this Article 14.6 and does not materially and adversely change the treatment of the Claim or Equity Interest of such Holder; *provided, however*, that any Holders of Claims or Equity Interests that were deemed to accept the Plan because such Claims or Equity Interests were Unimpaired shall continue to be deemed to accept the Plan only if, after giving effect to such amendment or modification, such Claims or Equity Interests continue to be Unimpaired.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

14.7 Additional Documents.

On or before the Effective Date, the Debtors (in consultation with the Required Consenting Lenders) may enter into any agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Equity Interests receiving Plan Distributions and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

14.8 Effectuating Documents and Further Transactions.

On and after the Effective Date, the Reorganized Debtors and their respective officers and members of each New Board are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, without the need for any approvals, authorizations, or consents, except for those expressly required pursuant to the Plan.

14.9 Plan Supplement.

All exhibits and documents included in the Plan Supplement are incorporated into, and are a part of, the Plan as if set forth in full in the Plan, and any reference to the Plan shall mean the Plan and the Plan Supplement. Upon its filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, at the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy, and at the website of the Voting Agent at <https://cases.primeclerk.com/castex>. The documents contained in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

14.10 Entire Agreement.

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations

on such subjects, all of which have become merged and integrated into the Plan.

14.11 *Revocation or Withdrawal of the Plan.*

Subject to the Restructuring Support Agreement, the Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date. If the Debtors take such action, the Plan shall be deemed null and void in its entirety and of no force or effect, and any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), assumption of executory contracts or unexpired leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void. In such event, nothing contained in the Plan shall (a) constitute or be deemed to be a waiver or release of any claim against or by, or Equity Interest in, any Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any Entity in further proceedings involving the Debtors; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

14.12 *Severability.*

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, at the request of the Debtors, with the consent of the Prepetition Agent, the Required Consenting Lenders, and the DIP Agent, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms; (b) integral to the Plan; and (c) non-severable and mutually dependent.

14.13 *Solicitation.*

Upon entry of the Confirmation Order, the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, section 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation. The Debtors, the Reorganized Debtors, and each of their respective principals, members, partners, officers, directors, employees, agents, managers, representatives, advisors, attorneys, accountants, and professionals shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered or sold under the Plan, and therefore, are not, and on account of such offer, issuance, sale, solicitation, or purchase shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered or sold under the Plan.

14.14 *Governing Law.*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and

implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided, however*, that corporate or entity governance matters relating to the Debtors or the Reorganized Debtors shall be governed by the laws of the state of incorporation or organization of the relevant Debtor or the Reorganized Debtor.

14.15 *Compliance with Tax Requirements.*

In connection with the Plan and all instruments issued in connection herewith and distributed hereunder, any Entity issuing any instruments or making any distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Any Entity issuing any instruments or making any distribution under the Plan to a Holder of an Allowed Claim or Allowed Equity Interest has the right, but not the obligation, not to make a distribution until such Holder has provided to such Entity the information necessary to comply with any withholding requirements of any such taxing authority, and any required withholdings (determined after taking into account all information provided by such Holder pursuant to this Article 14.15) shall reduce the distribution to such Holder.

14.16 *Successors and Assigns.*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

14.17 *Closing of Chapter 11 Cases.*

The Reorganized Debtors shall, as promptly as practicable after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022, and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

14.18 *Document Retention.*

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their current document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors without order of the Bankruptcy Court.

14.19 *Conflicts.*

In the event of any conflict between the terms and provisions in the Plan (without reference to the Plan Supplement) and the terms and provisions in the Disclosure Statement, the Plan Supplement, any other instrument or document created or executed pursuant to the Plan, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), the Plan (without reference to the Plan Supplement) shall govern and control; *provided, however*, that, notwithstanding anything herein to the contrary, in the event of a conflict or inconsistency between the terms of the Restructuring Support Agreement and the terms of the Plan, the terms of the Plan shall control; *provided, further*, that notwithstanding anything herein to the contrary, in the event of a conflict between the Confirmation Order, on the one hand, and any of the Plan, the Plan Supplement, the Exit Credit Agreement, and the New Constituent Documents, on the other hand, the Confirmation Order shall govern and control in all respects.

14.20 Service of Documents.

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to:

the Debtors or the Reorganized Debtors, shall be served on:

Castex Energy 2005, L.P.
c/o Castex Energy I, LLC
333 Clay Street, Suite 2900
Houston, Texas 77002
Attn: Ashley S. Green
Telephone: (281) 878-0087 (Direct)
Facsimile: (281) 447-1009
Email: agreen@castexenergy.com

with a copy to (which shall not constitute notice)

Kelly Hart & Pitre
One American Place
301 Main Street, Suite 1600
Baton Rouge, LA 70801-1916
Attention: Louis M. Phillips
Telephone: (225) 381-9643
Facsimile: (225) 336-9763
Email: louis.phillips@kellyhart.com

the Prepetition Agent, the DIP Agent, and/or the Exit Agent, shall be served on:

Capital One, National Association
Capital One Energy Banking
1000 Louisiana Street, Suite 2950
Houston, Texas 77002
Attn: Stephen Hartman
Telephone: (713) 435-5247
Facsimile: (713) 650-4930
Email: stephen.hartman@capitalone.com

with a copy to (which shall not constitute notice)

O'Melveny & Myers LLP
Times Square Tower
Seven Times Square
New York, New York 10036
Attn: George A. Davis, Daniel S. Shamah, and Michael F. Lotito
Telephone: (212) 326-2000
Facsimile: (212) 326-2061
Email: gdavis@omm.com; dshamah@omm.com; and milotito@omm.com

the Consenting Lenders and/or the Required Consenting Lenders, shall be served on each Consenting Lender at the notice address of such Consenting Lender as provided in the Restructuring

Support Agreement.

After the Effective Date, the Reorganized Debtors shall be authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

14.21 *Deemed Acts.*

Whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

14.22 *Waiver or Estoppel.*

Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including, without limitation, the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

[SIGNATURES ON FOLLOWING PAGE]

Dated: January 8, 2018

Respectfully submitted,

CASTEX ENERGY PARTNERS, L.P.

By: Castex Energy II, LLC,
its general partner

By: /s/ Aaron Killian
Name: Aaron Killian
Title: Vice President and
Chief Financial Officer

CASTEX ENERGY II, LLC

By: /s/ Aaron Killian
Name: Aaron Killian
Title: Vice President and
Chief Financial Officer

CASTEX ENERGY IV, LLC

By: /s/ Aaron Killian
Name: Aaron Killian
Title: Vice President and
Chief Financial Officer

CASTEX ENERGY 2005, L.P.

By: Castex Energy I, LLC,
its general partner

By: /s/ Aaron Killian
Name: Aaron Killian
Title: Vice President and
Chief Financial Officer

CASTEX OFFSHORE, INC.

By: /s/ Aaron Killian
Name: Aaron Killian
Title: Vice President and
Chief Financial Officer

Exhibit B

RSA

EXECUTION VERSION

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR, AS APPLICABLE, PROVISIONS OF THE BANKRUPTCY CODE.

RESTRUCTURING SUPPORT AGREEMENT

by and among

**CASTEX ENERGY PARTNERS, L.P., CASTEX ENERGY 2005, L.P., CASTEX
OFFSHORE, INC., CASTEX ENERGY II, LLC, AND CASTEX ENERGY IV, LLC,
as the Castex Parties,**

CASTEX ENERGY, INC., AND CASTEX ENERGY I, LLC,

and

THE UNDERSIGNED CREDITOR PARTIES

dated as of October 16, 2017

This Restructuring Support Agreement (together with the exhibits and schedules attached hereto, which include, without limitation, the Term Sheet (as defined below), as each may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**”), dated as of October 16, 2017, is entered into by and among: (i) Castex Energy Partners, L.P. (“**CEP**”), Castex Energy 2005, L.P. (“**Castex 2005**”), Castex Energy II, LLC (“**Castex II**”), Castex Energy IV, LLC (“**Castex IV**”), and Castex Offshore, Inc. (“**COI**” and, together with CEP, Castex 2005, Castex II, and Castex IV, each a “**Castex Party**” and collectively, the “**Castex Parties**”); (ii) Castex Energy, Inc. (“**CEI**”), and Castex Energy I, LLC (“**Castex I**”); and (iii) certain financial institutions party to the Second Amended and Restated Credit Agreement dated as of July 17, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**,” together with all “Loan Documents” defined therein, the “**Loan Documents**”), among CEP, as borrower, the lenders from time to time party thereto (the “**Lenders**”), Capital One, National Association, as successor administrative agent (in such capacity, or any of its successors in such capacity, the “**Administrative Agent**”), that hold claims against the Castex Parties arising on account of the Credit Agreement (the “**RBL Claims**”), in each case, that are signatories hereto (collectively, with any Lender that may become a party hereto in accordance with Sections 15 and 35 of this Agreement, the “**Consenting Lenders**”).¹ This Agreement collectively refers to the Castex Parties, CEI, Castex I, and the Consenting Lenders as the “**Parties**” and each individually as a “**Party**.” Unless otherwise noted, capitalized terms used but not defined herein have the meanings ascribed to them at a later point in this Agreement or in the Term Sheet (as defined herein).

RECITALS

WHEREAS, as of the date of this Agreement, the Lenders hold RBL Claims against the Castex Parties in an aggregate outstanding principal amount of \$390,218,500.81 plus accrued and unpaid interest (including default interest), fees, expenses, and other obligations arising under the Loan Documents;

WHEREAS, as of the date of this Agreement, CEI, Castex I, and the Castex Parties are party to that certain Amended and Restated Shared Services Agreement dated effective as of March 4, 2009 (as amended, restated, supplemented, or otherwise modified as of the date of this Agreement, the “**Shared Services Agreement**”);

WHEREAS, the Castex Parties will seek to amend and restate the Shared Services Agreement, to restructure the RBL Claims and certain of their other obligations, to cancel the existing equity interests of Castex 2005, and to recapitalize pursuant to a chapter 11 plan of reorganization (the “**Plan**”), in each case consistent with the terms provided in the restructuring term sheet attached hereto as **Exhibit A** (the “**Term Sheet**”) and incorporated herein pursuant to **Section 3** of this Agreement (collectively, the “**Restructuring Transactions**”), through jointly administered voluntary cases commenced by the Castex Parties (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”);

¹ As used in this Agreement, “**Consenting Lender**” shall only refer to the unit or division of such Consenting Lender identified on the signature page to this Agreement. Each Consenting Lender shall only be bound to this Agreement to the extent of such Consenting Lender’s holdings identified on **Annex A**.

WHEREAS, each of the Parties has reviewed, or has had the opportunity to review, the Term Sheet and this Agreement with the assistance of legal and financial advisors of its own choosing; and

WHEREAS, each Consenting Lender desires to support and vote to accept the Restructuring Transactions, each of CEI and Castex I desires to support and, if applicable, vote to accept the Restructuring Transactions, and the Castex Parties desire to obtain the commitment of CEI, Castex I, and the Consenting Lenders to support and vote to accept the Restructuring Transactions, in each case subject to the terms and conditions and the commitments of each of the Parties set forth in this Agreement regarding the Restructuring Transactions.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. **RSA Effective Date.** This Agreement shall become effective, and the obligations contained herein shall become binding upon the Parties, upon the first date (such date, the “***RSA Effective Date***”) that each of the following conditions shall have been satisfied:

- (a) each Castex Party has duly executed and delivered signatures pages to this Agreement;
- (b) each of CEI and Castex I has duly executed and delivered signature pages to this Agreement;
- (c) Consenting Lenders holding, in the aggregate, at least two-thirds (2/3) of the aggregate outstanding principal amount of all RBL Claims have duly executed and delivered signatures pages to this Agreement;
- (d) the Administrative Agent shall have received payment of (i) all reasonable out-of-pocket fees, costs, and expenses incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and related documents, (ii) all reasonable fees and expenses of the Administrative Agent’s outside legal counsel and financial advisor, and (iii) all other fees, costs, and expenses due and payable pursuant to Section 11.04 of the Credit Agreement, in each case to the extent invoiced on or prior to the RSA Effective Date, and, with respect to O’Melveny & Myers LLP and RPA Advisors, LLC, to the extent incurred on or prior to August 31, 2017; and
- (e) each Consenting Lender shall have received payment of (i) all reasonable out-of-pocket fees, costs, and expenses incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and related documents, (ii) all reasonable fees and expenses of such Consenting Lender’s outside legal counsel and other advisors, and (iii) all other fees, costs, and expenses due and payable pursuant to Section 11.04 of the Credit

Agreement, in each case to the extent invoiced on or prior to the RSA Effective Date.

2. **Form of Restructuring Transactions.** The Castex Parties shall, as soon as practicable but subject to the satisfaction or waiver of the conditions precedent contained in the Definitive Documentation, effectuate the Restructuring Transactions through confirmation and consummation of the Plan and the execution and delivery of the Definitive Documentation, in each case on terms and conditions consistent with the Term Sheet, in the Chapter 11 Cases.

3. **Exhibits and Schedules Incorporated by Reference.** Each of the exhibits and schedules attached hereto (including, without limitation, the Term Sheet) and each of the schedules to such exhibits (collectively, the “***Exhibits and Schedules***”) is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits and Schedules. In the event of any inconsistency between this Agreement (without reference to the Exhibits and Schedules) and the Exhibits and Schedules, this Agreement (without reference to the Exhibits and Schedules) shall govern and control to the extent of such inconsistency except that, in the event of any inconsistency between this Agreement and the Term Sheet, the Term Sheet shall govern and control.

4. **Definitive Documentation.**

- (a) The definitive documents and agreements governing the Restructuring Transactions (collectively, the “***Definitive Documentation***”) shall include:
 - (i) the disclosure statement with respect to the Plan setting forth the terms and conditions of the Restructuring Transactions (together with all exhibits thereto, the “***Disclosure Statement***,” together with any other solicitation materials with respect to the Plan, collectively, the “***Solicitation Materials***”);
 - (ii) the Plan, including any plan supplement documents (including, without limitation, the identity of the officers and directors of the reorganized Castex Parties, any amendment to the Credit Agreement or amended and restated Credit Agreement governing the “Exit Facility” (as defined in the Term Sheet) (the “***Exit Credit Agreement***”), the governance documents for the reorganized Castex Parties (together with any other documents governing the rights of equity interest holders in reorganized Castex Parties, including, but not limited to, any charters, bylaws, and limited liability company agreements of the reorganized Castex Parties, the “***New Organizational Documents***”),² any list of executory contracts and unexpired leases to be assumed or rejected, the amended and restated Shared Services Agreement, and any other agreements or documents required to memorialize the Restructuring Transactions);

² The term “***reorganized Castex Parties***” means, collectively, reorganized Castex 2005, reorganized CEP, reorganized COI, reorganized Castex II, reorganized Castex IV, and any newly formed entity or entities created to hold, directly or indirectly, the equity interest in any of the foregoing at the conclusion of the “Restructuring Transactions” (as defined in the Term Sheet).

- (iii) the order of the Bankruptcy Court (A) approving the Solicitation Materials, (B) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan, and (C) scheduling the hearing to consider confirmation of the Plan (the “**Solicitation Procedures Order**”), and the motion seeking entry of the Solicitation Procedures Order (the “**Solicitation Procedures Motion**”);
 - (iv) the order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”);
 - (v) (A) the interim order (the “**Interim DIP Order**”) and the final order (the “**Final DIP Order**,” and together with the Interim DIP Order, the “**DIP Orders**”) of the Bankruptcy Court authorizing the Castex Parties to obtain postpetition financing pursuant to that certain Superpriority Senior Secured Debtor in Possession Revolving Credit Agreement (as amended, restated, supplemented, or otherwise modified, the “**DIP Credit Agreement**”) by and among the Castex Parties, the lenders from time to time party thereto, and Capital One, National Association, as administrative agent, and (B) the motion seeking entry of the DIP Orders (the “**DIP Motion**”); and
 - (vi) the interim and final orders of the Bankruptcy Court authorizing the Castex Parties’ continued use of their cash management system (the “**Cash Management Orders**”) and the motion seeking entry of the Cash Management Orders (the “**Cash Management Motion**”).
- (b) The Definitive Documentation identified in Section 4(a) of this Agreement will, after the RSA Effective Date, remain subject to negotiation and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement (including the Term Sheet) in all respects, and shall otherwise be in form and substance reasonably satisfactory to the Castex Parties, on the one hand, and the Required Consenting Lenders, on the other hand;³ *provided, however*, that—
- (i) the Plan, the Confirmation Order, and the Exit Credit Agreement shall be consistent with the Term Sheet and otherwise satisfactory to each Consenting Lender in its sole discretion;
 - (ii) the Plan and the Confirmation Order shall be consistent with the Term Sheet and otherwise satisfactory to CEI and Castex I in their reasonable discretion;
 - (iii) the New Organizational Documents shall be satisfactory to the Required Consenting Lenders in their sole discretion; and

³ “**Required Consenting Lenders**” shall mean the Consenting Lenders holding at least a majority of the principal amount outstanding of all RBL Claims held by the Consenting Lenders.

- (iv) the amended and restated Shared Services Agreement and the Management Incentive Plan (both as defined in the Term Sheet) for the reorganized Castex Parties shall be consistent with the Term Sheet and otherwise satisfactory to the Castex Parties, CEI, Castex I, and the Required Consenting Lenders in their reasonable discretion.
- (c) The Castex Parties shall provide to the Administrative Agent's legal counsel drafts of all motions or applications, including proposed orders, and other documents that the Castex Parties intend to file with the Bankruptcy Court not less than three (3) Business Days before the date when the Castex Parties intend to file any such motion, application, or document, including, for the avoidance of doubt, all first day motions and orders;⁴ *provided, however*, that in the event that three (3) Business Days' notice is impossible or impracticable under the circumstances, the Castex Parties shall provide draft copies of any motions, applications, proposed orders, and any other documents the Castex Parties intend to file with the Bankruptcy Court to the Administrative Agent's legal counsel within one (1) Business Day, or as soon as otherwise practicable, before the date when the Castex Parties intend to file any such motion, application, proposed order, or document. The Castex Parties shall notify the Administrative Agent's legal counsel telephonically or by electronic mail to advise them of the documents to be filed and the facts that make the provision of advance copies not less than three (3) Business Days before submission impossible or impracticable.

5. **Mutual Agreement of the Parties to Support the Restructuring Transactions.** Each of the Parties to this Agreement agrees, severally and not jointly, from the RSA Effective Date until the occurrence of a Termination Date (as defined in Section 14 of this Agreement) applicable to such Party, to:

- (a) use commercially reasonable best efforts to support and cooperate with the other Parties to this Agreement and use reasonable best efforts to take or cause to be taken all actions reasonably necessary to consummate the Restructuring Transactions on the terms and subject to the conditions set forth in the Term Sheet and this Agreement; and
- (b) negotiate in good faith any terms of the Definitive Documentation that are subject to negotiation as of the RSA Effective Date.

6. **Commitments of Consenting Lenders.** Each Consenting Lender agrees, severally and not jointly, as applicable, from the RSA Effective Date until the occurrence of a Termination Date (as defined in Section 14 of this Agreement), so long as it remains the legal owner, beneficial owner, and/or investment advisor or manager of or with power and/or authority to bind any RBL Claims (*provided* that, any transfer of RBL Claims is made in accordance with Section 15 herein), to:

⁴ ***“Business Day”*** means any day, other than a Saturday, Sunday, or legal holiday, in each case, in New York, New York.

- (a) subject to receipt of the Disclosure Statement and the other applicable Solicitation Materials, (i) vote all of its RBL Claims against the Castex Parties now or hereafter owned by such Consenting Lender (or which such Consenting Lender now or hereafter has voting control over) to accept the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and the Solicitation Materials that meet the requirements of applicable law, including sections 1125 and 1126 of the Bankruptcy Code; (ii) timely return a duly-executed ballot in connection therewith; and (iii) not “opt out” of or object to any releases or exculpation provided under the Plan (and, to the extent required by such ballot, affirmatively “opt in” to such releases and exculpation);
- (b) not withdraw, amend, change, or revoke (or seek to withdraw, amend, change, or revoke) its vote with respect to the Plan; *provided, however*, that the votes of the Consenting Lenders shall be immediately revoked and deemed void *ab initio* upon the occurrence of the Termination Date;
- (c) not (i) object to, delay, impede, or take any other action (including to instruct or direct the Administrative Agent) to interfere with the prompt consummation of the Restructuring Transactions or the Definitive Documentation (including the entry by the Bankruptcy Court of an order approving the Disclosure Statement and the Confirmation Order, if applicable); (ii) propose, file, support, or vote for any restructuring, workout, reorganization, liquidation, or chapter 11 plan or other Alternative Transaction (as defined below) for any of the Castex Parties, other than the Restructuring Transactions and the Plan; or (iii) encourage or support any other person or entity to do any of the foregoing; and
- (d) not take any other action, including, without limitation, initiating or joining in any legal proceeding, that is materially inconsistent with its obligations under this Agreement, that could unreasonably hinder, delay, or prevent the timely consummation of the Restructuring Transactions and the confirmation and consummation of the Plan and entry of the Confirmation Order.

Notwithstanding the foregoing, nothing in this Agreement, and neither a vote to accept the Plan by any Consenting Lender, nor the acceptance of the Plan by any Consenting Lender shall: (w) be construed to limit consent and approval rights provided in this Agreement and the Definitive Documentation; (x) be construed to prohibit any Consenting Lender from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, or exercising rights or remedies specifically reserved herein; (y) be construed to prohibit any Consenting Lender from appearing as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; or (z) impair or waive the rights of any Consenting Lender to assert or raise any objection expressly permitted under this Agreement in connection with any hearing in the Bankruptcy Court, including, without limitation, any hearing on confirmation of the Plan.

7. **Commitment of CEI and Castex I.** Each of CEI and Castex I agrees, severally and not jointly, as applicable, from the RSA Effective Date until the occurrence of a Termination Date, to:

- (a) (i) subject to receipt of the Disclosure Statement and other applicable Solicitation Materials, (A) vote all of its “claims” (as defined in section 101(5) of the Bankruptcy Code) against the Castex Parties now or hereafter owned by CEI and Castex I, as applicable (or which such Party now or hereafter has voting control over), to accept the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and the Solicitation Materials that meet the requirements of applicable law, including sections 1125 and 1126 of the Bankruptcy Code; (B) timely return a duly-executed ballot in connection therewith; and (C) not “opt out” of or object to any releases or exculpation provided under the Plan (and, to the extent required by such ballot, affirmatively “opt in” to such releases and exculpation); and (ii) not withdraw, amend, change, or revoke (or seek to withdraw, amend, change, or revoke) its vote with respect to the Plan; *provided, however*, that such votes shall be immediately revoked and deemed void *ab initio* upon the earlier to occur of the Termination Date and the CEI/Castex I Termination Date;
- (b) (i) subject to receipt of the Disclosure Statement and other applicable Solicitation Materials, (A) vote all of its “equity securities” (as defined in section 101(16) of the Bankruptcy Code, including, without limitation, all general partnership interests) in the Castex Parties now or hereafter owned by CEI and Castex I, as applicable (or which such Party now or hereafter has voting control over), to accept the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and the Solicitation Materials that meet the requirements of applicable law, including sections 1125 and 1126 of the Bankruptcy Code, (B) timely return a duly-executed ballot in connection therewith, and (C) not “opt out” of or object to any releases or exculpation provided under the Plan (and, to the extent required by such ballot, affirmatively “opt in” to such releases and exculpation); and (ii) not withdraw, amend, change, or revoke (or seek to withdraw, amend, change, or revoke) its vote with respect to the Plan; *provided, however*, that such votes shall be immediately revoked and deemed void *ab initio* upon the earlier to occur of the Termination Date and the CEI/Castex I Termination Date;
- (c) (i) subject to receipt of a notice of non-voting status and other applicable Solicitation Materials, (A) comply with the provisions of the Solicitation Procedures Order applicable to holders of “equity securities” (as defined in section 101(16) of the Bankruptcy Code, including, without limitation, all general partnership interests) not entitled to vote on the Plan and (B) not “opt out” of or object to any releases or exculpation provided under the Plan (and, to the extent required by applicable Solicitation Materials, affirmatively “opt in” to such releases and exculpation); and

- (ii) not withdraw, amend, change, or revoke (or seek to withdraw, amend, change, or revoke) its election with respect to such releases and exculpation; *provided, however*, that such elections shall be immediately revoked and deemed void *ab initio* upon the earlier to occur of the Termination Date and the CEI/Castex I Termination Date;
- (d) not (i) object to, delay, impede, or take any other action to interfere with the prompt consummation of the Restructuring Transactions or the Definitive Documentation (including the entry by the Bankruptcy Court of an order approving the Disclosure Statement and the Confirmation Order, if applicable); (ii) propose, file, support, or vote for any restructuring, workout, reorganization, liquidation, or chapter 11 plan or other Alternative Transaction (as defined below) for any of the Castex Parties, other than the Restructuring Transactions and the Plan; or (iii) encourage or support any other person or entity to do any of the foregoing;
- (e) not take any other action, including, without limitation, initiating or joining in any legal proceeding, that is materially inconsistent with its obligations under this Agreement, that could unreasonably hinder, delay, or prevent the timely consummation of the Restructuring Transactions and the confirmation and consummation of the Plan and entry of the Confirmation Order; and
- (f) with respect to CEI only,
 - (i) cooperate with the Independent Auditor (as defined below) in all respects, including such cooperation necessary to facilitate the Independent Auditor to complete and deliver audit reports subject to Section 8(i) on or before a date that is twenty-one (21) days prior to the occurrence of the effective date of the Plan;
 - (ii) for and with respect to all joint operating agreements or similar agreements governing the operations of oil and gas properties identified on Schedule 8(i) hereto under which CEI is operator, CEI hereby extends any deadline by which any of the Castex Parties as a working interest owner shall take written exception to any bill or statement rendered by CEI during the 2015 calendar year through and including December 31, 2018, which extension shall survive the Termination Date and the Specified CEI/Castex I Termination Date; and
 - (iii) remedy each written exception (or any portion thereof) in each audit report delivered in connection with Section 8(i) herein, if any, within a reasonable time not to exceed any response deadline established within the applicable joint operating agreement or similar agreement that governs the operations of the oil and gas

property at issue, *provided* such written exception (or any portion thereof) is not subject to bona fide dispute.

Notwithstanding the foregoing, nothing in this Agreement shall: (w) be construed to limit consent and approval rights provided in this Agreement and the Definitive Documentation; (x) be construed to prohibit CEI or Castex I from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, or exercising rights or remedies specifically reserved herein; (y) be construed to prohibit CEI or Castex I from appearing as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; or (z) impair or waive the rights of CEI or Castex I to assert or raise any objection expressly permitted under this Agreement in connection with any hearing in the Bankruptcy Court, including, without limitation, any hearing on confirmation of the Plan.

8. **Commitment of the Castex Parties.** Each of the Castex Parties agrees, from the RSA Effective Date until the occurrence of a Termination Date, to:

- (a) use reasonable best efforts to implement the Restructuring Transactions in accordance with the applicable milestones set forth in **Schedule 1** hereto (collectively, the “***Milestones***”), which Milestones may only be extended in accordance with **Section 30** of this Agreement;
- (b) not undertake any action that is inconsistent with this Agreement, or which could unreasonably hinder, delay, or prevent the timely consummation of the Restructuring Transactions and the Definitive Documentation, including, without limitation, filing any motion to reject this Agreement in the Bankruptcy Court;
- (c) support and take all actions as are reasonably necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Restructuring Transactions;
- (d) timely pay all fees and expenses as set forth in **Section 17** of this Agreement;
- (e) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases;
- (f) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Castex Parties’ exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

- (g) not seek, solicit, or support any dissolution, winding up, liquidation, reorganization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, any debt or equity financing or re-financing, or restructuring of the Castex Parties (including, for the avoidance of doubt, a transaction premised on an asset sale under section 363 of the Bankruptcy Code), other than the Plan and Restructuring Transactions, and to not cause or allow any of their agents or representatives to solicit any agreements relating to an Alternative Transaction (as defined below);
- (h) through the effective date of the Plan, (i) upon the written request of the Administrative Agent or any Consenting Lender, provide in writing to counsel to the Administrative Agent a then current good faith estimate of the Castex Parties, together with such documentation as reasonably requested by the Administrative Agent or such Consenting Lender in support of such estimate, of any cure amounts or other payment obligations of any of the Castex Parties (including as reorganized under and pursuant to the Plan) arising or otherwise resulting from the assumption of executory contracts or unexpired leases, on a per contract basis and on an aggregate basis (each such amount, an “***Estimated Payment Obligation***” and collectively, the “***Estimated Payment Obligations***”), and (ii) promptly notify counsel to the Administrative Agent in writing of any change, event, circumstance, development, condition, occurrence, or effect of which the Castex Parties become aware that would reasonably be expected to materially increase the Estimated Payment Obligations, individually or taken together as a whole; and
- (i) in each case in a manner acceptable to the Administrative Agent—
 - (i) promptly, but in any event on or before the date that is twenty-one (21) days after the RSA Effective Date, exercise its right to audit the accounts and records of CEI in accordance with the COPAS accounting procedures or such other applicable procedures in effect under each joint operating agreement or similar agreement that governs the operations of oil and gas properties identified on Schedule 8(i) hereto (including, without limitation, its right to audit expenditures and receipts related to all facilities, infrastructure, and plugging and abandonment liabilities related thereto) for the 2015 and 2016 calendar years; *provided* that such Castex Party shall not be obligated to exercise its audit right covering a period of time during the 2015 and 2016 calendar years for any such property if, and only if, a third party working interest owner under such agreement has exercised its audit right for the benefit of all working interest owners with respect to such period of time and property;

- (ii) retain an independent auditor acceptable to the Administrative Agent (the “**Independent Auditor**”) to perform such audits on behalf of the Castex Parties; and
- (iii) use its best efforts to cause the Independent Auditor to complete such audits and issue appropriate audit reports to the Castex Parties, CEI, the Administrative Agent, and the Consenting Lenders on or before a date that is twenty-one (21) days prior to the occurrence of the effective date of the Plan.

Notwithstanding anything to the contrary herein, the Castex Parties shall be entitled, at any time prior to the entry by the Bankruptcy Court of the Confirmation Order, to accept or pursue (but not to solicit or initiate of its own accord): (i) a competing plan of reorganization or other financial and/or corporate restructuring of the Castex Parties; (ii) the issuance, sale, or other disposition of any equity or debt interests, or any material assets, of the Castex Parties; or (iii) a merger, consolidation, business combination, liquidation, recapitalization, any debt or equity financing or refinancing, or similar transaction involving the Castex Parties (each, an “**Alternative Transaction**”), in each case to the extent each Board determines, after seeking the advice of outside legal counsel and outside financial advisors, in good faith, and consistent with their fiduciary duties, that (i) such Alternative Transaction best maximizes value for the Castex Parties and their stakeholders, and (ii) proceeding with the Plan and Restructuring Transactions would be inconsistent with such Board’s applicable fiduciary duties, and provided that the Castex Parties shall have first exercised their right in accordance with Section 10(c) of this Agreement to declare a Company Termination Event prior to the date on which the Castex Parties enter into a definitive agreement in respect of such an Alternative Transaction or make a public announcement regarding their intention to do so.⁵ The Castex Parties shall give the legal counsel to the Administrative Agent not less than three (3) Business Days’ prior written notice before the termination of this Agreement in accordance with Section 10(c) of this Agreement. At all times prior to the date on which the Castex Parties enter into a definitive agreement in respect of such an Alternative Transaction or make a public announcement regarding their intention to do so, the Castex Parties shall (x) provide a copy of any written offer or proposal (and notice of any oral offer or proposal) for such Alternative Transaction within three (3) Business Days of the Castex Parties’ or their advisors’ receipt of such offer or proposal received to the legal counsel to and the financial advisors to the Administrative Agent and (y) provide such information to the advisors to the Administrative Agent regarding such discussions (including copies of any materials provided to such parties hereunder) as necessary to keep the Consenting Lenders contemporaneously informed as to the status and substance of such discussions.

9. **Consenting Lender Termination Events.** The Required Consenting Lenders shall have the right, but not the obligation, upon written notice to the other Parties, to terminate the obligations of the Consenting Lenders under this Agreement upon the occurrence of any of the following events (a “**Consenting Lender Termination Event**”), unless waived, in writing, by the Required Consenting Lenders on a prospective or retroactive basis:

⁵ “**Board**” means (i) with respect to Castex 2005, Castex I acting in its capacity as general partner of Castex 2005, (ii) with respect to Castex II, the board of managers of Castex II, (iii) with respect to CEP, Castex II acting in its capacity as general partner of CEP, (iv) with respect to Castex IV, the board of managers of Castex IV, and (v) with respect to COI, the board of directors of COI.

- (a) the failure of the Castex Parties to meet any Milestone;
- (b) the Bankruptcy Court enters an order converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases;
- (c) the Bankruptcy Court enters an order appointing a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;
- (d) the Definitive Documentation identified in Section 4(a) does not conform to the Term Sheet without the prior written consent of the Required Consenting Lenders or each Consenting Lender, as applicable, or otherwise is not acceptable to the Required Consenting Lenders or each Consenting Lender, as applicable;
- (e) any Castex Party files with the Bankruptcy Court any motion or application seeking authority to sell any material assets that is not contemplated in the Term Sheet without the prior written consent of the Required Consenting Lenders;
- (f) any Castex Party materially breaches its obligations under this Agreement, which breach is not cured within five (5) Business Days after the giving of written notice of such breach, or files, publicly announces, or informs the Consenting Lenders of its intention to file a chapter 11 plan that contains terms and conditions that: (i) do not provide the Consenting Lenders with the economic recovery set forth on the Term Sheet or (ii) are not otherwise consistent with this Agreement and the Term Sheet; *provided, however*, that no Consenting Lender may seek to terminate this Agreement based upon a material breach or any failure of any material condition in this Agreement primarily caused by such Consenting Lender in breach of this Agreement;
- (g) a material breach by any Castex Party of any representation, warranty, or covenant of such Castex Party set forth in this Agreement that (to the extent curable) remains uncured for a period of five (5) Business Days after written notice and a description of such breach is provided to the Castex Parties;
- (h) a material breach by either CEI or Castex I of any representation, warranty, or covenant of such Party set forth in this Agreement that (to the extent curable) remains uncured for a period of five (5) Business Days after written notice and a description of such breach is provided to such Party;
- (i) either (i) any of the Castex Parties files with the Bankruptcy Court a motion, application, or adversary proceeding (or any such Party supports any such motion, application, or adversary proceeding filed or commenced by any third party) (A) challenging the validity, enforceability, scope, perfection, or priority of, or seeking avoidance or subordination of, the RBL Claims, or any liens, mortgages, deeds of trust, or security interests securing the RBL Claims or (B) asserting any other cause of action against the Consenting Lenders,

- (ii) CEI or Castex I files with the Bankruptcy Court a motion, application, or adversary proceeding (or any such Party supports any such motion, application, or adversary proceeding filed or commenced by any third party) (A) challenging the validity, enforceability, scope, perfection, or priority of, or seeking avoidance or subordination of, the RBL Claims, or any liens, mortgages, deeds of trust, or security interests securing the RBL Claims or (B) asserting any other cause of action against the Consenting Lenders, or (iii) the Bankruptcy Court enters an order providing relief against any Consenting Lender with respect to any of the foregoing causes of action or proceedings filed by any party in interest;
- (j) the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction, or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins, or otherwise prohibits the implementation of the Restructuring Transactions or the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement and the Term Sheet;
- (k) (i) the filing of a motion by any of the Castex Parties seeking, or the entry of, one or more orders of the Bankruptcy Court rejecting or terminating this Agreement or (ii) any Castex Party terminates its obligations under and in accordance with this Agreement;
- (l) either CEI or Castex I terminates its obligations under and in accordance with this Agreement;
- (m) the Castex Parties execute or file with the Bankruptcy Court any Definitive Documentation that is inconsistent with the requirements set forth in Section 4(b) of this Agreement;
- (n) the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any of the Castex Parties' exclusive right to file a plan or plans of reorganization pursuant to section 1121 of the Bankruptcy Code;
- (o) the Estimated Payment Obligations, as calculated by the Required Consenting Lenders, in their reasonable discretion, exceed or would be reasonably expected to exceed an amount acceptable to the Required Consenting Lenders, in their sole discretion;⁶
- (p) any Board, officer, or manager of the Castex Parties (or any other person or entity with authority to act on behalf of any of the Castex Parties) takes any

⁶ Absent a finding of manifest error, the calculation of the Estimated Payment Obligations by the Required Consenting Lenders shall be final and binding on the Parties for purposes of the Required Consenting Lenders right to terminate this Agreement with respect to this Section 9(o). The Castex Parties shall provide such assistance in good faith as reasonably requested by the Consenting Lenders through the Administrative Agent or its counsel for review of the Castex Parties' formulation of the Estimated Payment Obligations as needed in their calculation of the Estimated Payment Obligations.

action in furtherance of the rights available to it (or them) that is materially inconsistent with this Agreement;

- (q) the Bankruptcy Court enters any order authorizing the any of the Castex Parties to use cash collateral or obtain post-petition financing that is not in the form of the DIP Orders or otherwise consented to by the Required Consenting Lenders;
- (r) the occurrence of any Event of Default under the DIP Credit Agreement (as such term is defined in the DIP Credit Agreement) that has not been cured (if susceptible to cure) in accordance with the terms of the DIP Credit Agreement;
- (s) the occurrence of the “Termination Date” (as such term is defined in the DIP Credit Agreement);
- (t) the DIP Orders or any of the orders confirming the Plan or approving the Disclosure Statement are reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Lenders or a motion for reconsideration, reargument, or rehearing is granted with respect to such orders; or
- (u) (i) the Independent Auditor shall not have completed and delivered audit reports with respect to oil and gas properties subject to Section 8(i) on or before the date that is twenty-one (21) days prior to the effective date of the Plan or (ii) the results of such audits shall not be satisfactory to the Administrative Agent and the Required Consenting Lenders in their sole discretion; or
- (v) CEI shall have breached any agreement or covenant under Section 7(f).

10. **The Castex Parties’ Termination Events.** The Castex Parties shall have the right, but not the obligation, upon written notice to the other Parties, to terminate their obligations (jointly) under this Agreement upon the occurrence of any of the following events (each, a “***Company Termination Event***”), unless waived, in writing, by the Castex Parties on a prospective or retroactive basis:

- (a) a breach by Consenting Lenders that hold at least one-third (1/3) of the aggregate outstanding principal amount of RBL Claims of any representation, warranty, or covenant of such Consenting Lenders set forth in this Agreement that would reasonably be expected to have a material adverse impact on the timely consummation of the Restructuring Transactions that (to the extent curable) remains uncured for a period of five (5) Business Days after written notice and a description of such breach is provided to the Consenting Lenders; *provided, however*, that the Castex Parties may not seek such a termination based upon a breach of this Agreement by Consenting Lenders arising primarily out of the Castex Parties’ own actions in breach of this Agreement; and *provided, further*, that so long as non-breaching Consenting Lenders party hereto continue to hold at least two-thirds (2/3) of the

aggregate outstanding principal amount of RBL Claims, such termination shall be effective only with respect to such breaching Consenting Lenders;

- (b) subject to the prior notice required in the last paragraph of Section 8, if each Board desires to terminate this Agreement pursuant to the exercise of its fiduciary duties, after seeking the advice of outside legal counsel and financial advisor, to accept an Alternative Transaction, or make a public announcement regarding their intention to do so, as contemplated in the last paragraph of Section 8 of this Agreement; or
- (c) the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction, or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins, or otherwise prohibits the implementation of the Restructuring Transactions or the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement and the Term Sheet.

11. **CEI and Castex I Termination Events.** CEI and Castex I shall have the right, but not the obligation, upon written notice to the other Parties, to terminate their obligations (jointly) under this Agreement upon the occurrence of any of the following events (each a “***CEI/Castex I Termination Event***,” and together with the Consenting Lender Termination Events and the Company Termination Events, the “***Termination Events***”), unless waived, in writing, by CEI and Castex I on a prospective or retroactive basis:

- (a) the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction, or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins, or otherwise prohibits the assumption of the amended and restated Shared Services Agreement on terms consistent with the terms corresponding to “Shared Services Agreement” as set forth in the Term Sheet;
- (b) the Restructuring Transactions and the Definitive Documentation fail to fully preserve CEI’s right(s), in the event that Apache Corporation (“***Apache***”) is determined by final order of a court of competent jurisdiction to be a defaulting working interest owner (as defined by the applicable joint operating agreement(s) under which CEI is operator) with liability to CEI (as operator) and CEI is unable to compel payment from Apache for such liability, to seek, prosecute and recover from non-defaulting working interest owners, including, but not limited to, as applicable, any of the reorganized Castex Parties, any and all such amounts owed to CEI by Apache under such joint operating agreement(s) to the extent permitted by and consistent with such joint operating agreement(s) and in accordance with section 365 of the Bankruptcy Code;
- (c) the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction, or other decree or taken any other

action, in each case, which has become final and non-appealable and which restrains, enjoins, denies or otherwise disapproves the Management Incentive Plan as set forth in the Term Sheet;

- (d) the Required Consenting Lenders terminate their obligations under and in accordance with this Agreement; or
- (e) a breach by Consenting Lenders that hold at least one-third (1/3) of the aggregate outstanding principal amount of RBL Claims of any representation, warranty, or covenant of such Consenting Lenders set forth in this Agreement that would reasonably be expected to have a material adverse impact on the timely consummation of the Restructuring Transactions that (to the extent curable) remains uncured for a period of five (5) Business Days after written notice and a description of such breach is provided to the Consenting Lenders; *provided, however*, that CEI and Castex I may not seek such a termination based upon a breach of this Agreement by Consenting Lenders arising primarily out of CEI's or Castex I's own actions in breach of this Agreement; and *provided, further*, that so long as non-breaching Consenting Lenders party hereto continue to hold at least two-thirds (2/3) of the aggregate outstanding principal amount of RBL Claims, such termination shall be effective only with respect to such breaching Consenting Lenders.

12. **Individual Termination.** Any Consenting Lender may terminate this Agreement as to itself only, upon written notice to the other Parties, in the event that: (a) such Consenting Lender has transferred all (but not less than all) of its RBL Claims in accordance with Section 15 of this Agreement (such termination shall be effective on the date on which such Consenting Lender has effected such transfer, satisfied the requirements of Section 15, and provided the written notice required above in this Section 12); or (b) this Agreement is amended without its consent in such a way as to alter any of the material terms hereof in a manner that is disproportionately adverse to such Consenting Lender as compared to similarly situated Consenting Lenders, by giving ten (10) Business Days' written notice to the Castex Parties, CEI, Castex I, and the other Consenting Lenders, *provided*, that such written notice shall be given by the applicable Consenting Lender within five (5) Business Days of such amendment, filing, or execution. If, after giving effect to a termination as to a Consenting Lender in accordance with clause (b) of this Section 12, Consenting Lenders hold, in the aggregate, less than two-thirds (2/3) of the aggregate outstanding principal amount of all RBL Claims, the date on which such termination is effective shall result in a termination of this Agreement and constitute a "Termination Date" under Section 14. For the avoidance of doubt, a termination as to a Consenting Lender in accordance with clause (a) of this Section 12 shall not result in a termination of this Agreement and shall not constitute a "Termination Date" under Section 14.

13. **Mutual Termination; Automatic Termination.** Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically and all of the obligations of the Parties hereunder shall be of no further force or effect in the event that: (i) the Restructuring Transactions are consummated in accordance with this Agreement and the Term Sheet; (ii) the Restructuring Transactions are not consummated in accordance with this Agreement and the Term Sheet by the one hundred eightieth (180th) calendar day after the Petition Date, as such date may be extended upon joint written notice by the Required Consenting Lenders to the Company to such later

date as indicated thereby; or (iii) the Castex Parties, CEI, and Castex I and the Required Consenting Lenders mutually agree to such termination in writing.

14. **Effect of Termination.**

- (a) Subject to Section 14(b), the earliest date on which termination of this Agreement is effective in accordance with Sections 9, 10, 11, 12, or 13 of this Agreement shall be referred to as a “***Termination Date***.” Upon the occurrence of a Termination Date in accordance with Sections 9, 10, 11, 12, or 13, all Parties’ obligations under this Agreement shall be terminated effective immediately, and all Parties hereto shall be released from all commitments, undertakings, agreements, and obligations; *provided, however*, that each of the following shall survive any such termination: (a) any claim for breach of this Agreement that occurs prior to such Termination Date, and all rights and remedies with respect to such claims shall not be prejudiced in any way; (b) the Castex Parties’ obligations in Section 17 of this Agreement accrued up to and including such Termination Date; and (c) Sections 14, 17, 20, 21, 24, 25, 27, 29, 31, 33, and 38 of this Agreement. The automatic stay applicable under section 362 of the Bankruptcy Code shall not prohibit a Party from taking any action necessary to effectuate the termination of this Agreement pursuant to and in accordance with the terms hereof.
- (b) Notwithstanding anything to the contrary in this Agreement, upon the exercise of CEI and Castex I’s termination rights following the occurrence of a CEI/Castex I Termination Event pursuant to clauses (a), (b), and (c) of Section 11(a) (each, a “***Specified CEI/Castex I Termination Event***”), the termination of rights and obligations under this Agreement shall apply solely to the rights and obligations of CEI and Castex I, and the Termination Date shall not have occurred as a result of such Specified CEI/Castex I Termination Event. The date on which this Agreement is terminated as to CEI and Castex I as a result of a Specified CEI/Castex I Termination Event shall be referred to as the “***Specified CEI/Castex I Termination Date***.” Upon the occurrence of the Specified CEI/Castex I Termination Date, the Castex Parties and the Consenting Lenders shall proceed in accordance with their rights and obligations under this Agreement and seek to implement the Restructuring Transactions without regard to the terms and conditions corresponding to “Shared Services Agreement” and “Management Incentive Plan” as set forth in the Term Sheet.

15. **Transfers of Claims and Interests.**

- (a) No Consenting Lender shall (i) sell, transfer, assign, pledge, grant a participation interest in, or otherwise dispose of, directly or indirectly, any of its right, title, or interest in respect of any of such Consenting Lender’s RBL Claims against any Castex Party, in whole or in part, or (ii) deposit any of such Consenting Lender’s RBL Claims against any Castex Party into a voting trust, or grant any proxies, or enter into a voting agreement with respect to

any such RBL Claims (the actions described in clauses (i) and (ii) are collectively referred to herein as a “**Transfer**” and the Consenting Lender making such Transfer is referred to herein as the “**Transferor**”), unless such Transfer is to another Consenting Lender or any other entity (a “**Transferee**”) that first agrees in writing to be bound by the terms of this Agreement by executing and delivering to the Castex Parties a Transferee Joinder substantially in the form attached hereto as **Exhibit B** (the “**Transferee Joinder**”). With respect to RBL Claims against a Castex Party held by the relevant Transferee upon consummation of a Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Lender set forth in this Agreement as of the date of such Transfer. Upon compliance with the foregoing, the Transferor shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer and any remedies with respect to such claim) under this Agreement to the extent of such transferred rights and obligations. Any Transfer made in violation of this Section 15 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Castex Parties, CEI, Castex I, and/or any Consenting Lender, and shall not create any obligation or liability of any Castex Party, CEI, Castex I, or any other Consenting Lender to the purported transferee.

- (b) Notwithstanding anything to the contrary herein, (i) the foregoing clause (a) of this Section 15 shall not preclude any Consenting Lender from transferring RBL Claims to affiliates of such Consenting Lender or to other units or divisions within the organization of such Consenting Lender (each, a “**Consenting Lender Affiliate**”), which Consenting Lender Affiliate shall be automatically bound by this Agreement upon the transfer of such RBL Claims; (ii) a Qualified Marketmaker⁷ that acquires any RBL Claims from a Consenting Lender or a Transferee with the purpose and intent of acting as a Qualified Marketmaker for such RBL Claims shall not be required to execute and deliver to counsel a Transferee Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement with respect to such RBL Claims if such Qualified Marketmaker transfers such RBL Claims (by purchase, sale, assignment, participation, or otherwise) to a Consenting Lender or a Transferee (including, for the avoidance of doubt, the requirement that such Transferee execute a Transferee Joinder); and (iii) a Qualified Marketmaker that acquires any RBL Claims from an entity other than a Consenting Lender or a Transferee with the purpose and intent of acting as a Qualified Marketmaker for such RBL Claims shall not be required

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As used herein, the term “**Qualified Marketmaker**” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Castex Parties (or enter with customers into long and short positions in claims against the Castex Parties), in its capacity as a dealer or market maker in claims against the Castex Parties and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

to execute and deliver to counsel a Transferee Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement with respect to such RBL Claims and may transfer (by purchase, sale, assignment, participation, or otherwise) such RBL Claims without the requirement that the transferee be or become a Consenting Lender or Transferee in accordance with Section 15(a).

- (c) Neither CEI nor Castex I shall Transfer any “claim” against (as defined in section 101(5) of the Bankruptcy Code) or “equity security” in (as defined in section 101(16) of the Bankruptcy Code, including, without limitation, any general partnership interest) any of the Castex Parties.

16. **Further Acquisition of Claims or Interests.** Except as expressly set forth in Section 15 of this Agreement, nothing in this Agreement shall be construed as precluding any Consenting Lender from acquiring additional RBL Claims in any Castex Parties; *provided, however*, that any such RBL Claims shall automatically be subject to the terms and conditions of this Agreement. Upon any such further acquisition by a Consenting Lender, such Consenting Lender shall promptly notify in writing the Castex Parties and legal counsel to the Administrative Agent. CEI and Castex I shall not acquire any “claims” against (as defined in section 101(5) of the Bankruptcy Code) or “equity securities” in (as defined in section 101(16) of the Bankruptcy Code) any of the Castex Parties.

17. **Fees and Expenses.** The Castex Parties shall pay or reimburse all fees, costs, and expenses (regardless of whether such fees, costs, and expenses were incurred before or after the Petition Date) of the Administrative Agent and each of the Consenting Lenders as provided for under the Credit Agreement; *provided, however*, that all outstanding invoices of the Administrative Agent’s and each of the Consenting Lender’s professionals and advisors shall be paid in full on or before the RSA Effective Date; *provided, further*, that all invoices of O’Melveny & Myers LLP and RPA Advisors, LLC, for fees, costs, and expenses (i) incurred on or prior to August 31, 2017, shall be paid on or before the RSA Effective Date and (ii) otherwise incurred prior to the occurrence of the Petition Date shall be paid on or before the “Interim Facility Effective Date” as defined in the DIP Credit Agreement.⁸

18. **Consents and Acknowledgments.** Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for consents to the Plan. The acceptance of the Plan by each of the Consenting Lenders shall be solicited pursuant to the Disclosure Statement and related ballots in accordance with applicable law, and subject to sections 1125, 1126, and 1127 of the Bankruptcy Code. This Agreement does not constitute, and shall not be deemed to constitute, an offer for the purchase, sale, exchange, hypothecation, or other transfer of securities for purposes of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other federal, state, or provincial law or regulation.

⁸ Subject to (i) the receipt by legal counsel to the Administrative Agent, O’Melveny & Myers LLP, of a prepetition advance payment sufficient to bring the aggregate amount on account up to \$100,000, (ii) the receipt by the financial advisor to the Administrative Agent, RPA Advisors, LLC, of a prepetition advance payment sufficient to bring the aggregate amount on account up to \$100,000.

19. **Representations and Warranties.**

- (a) Each Consenting Lender hereby represents and warrants on a several and not joint basis, for itself and not for any other person or entity, that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the RSA Effective Date:
 - (i) it has the requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;
 - (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;
 - (iii) the execution, delivery, and performance by it of this Agreement does not violate any provision of law, rule, or regulation applicable to it or any of its affiliates, or its certificate of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates;
 - (iv) the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with implementation of the Restructuring Transactions;
 - (v) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;
 - (vi) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Term Sheet, and has been afforded the opportunity to discuss the Plan and other information concerning the Castex Parties with the Castex Parties' representatives, and to consult with its legal and financial advisors with respect to its investment decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction;
 - (vii) it (A) either (1) is the sole owner of the RBL Claims identified next to its name on **Annex A** attached hereto, and in the amounts set forth therein, or (2) has all necessary investment or voting discretion with respect to the RBL Claims identified next to its name on **Annex A**,

and has the power and authority to bind the owner(s) of such RBL Claims to the terms of this Agreement; (B) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such RBL Claims; (C) does not directly or indirectly own or control any RBL Claims constituting principal outstanding or letters of credit outstanding other than as identified next to its name on Annex A attached hereto (which annex, for the avoidance of doubt, shall not be publically disclosed or filed); and

- (viii) other than pursuant to this Agreement, the RBL Claims identified on Annex A are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would adversely affect in any material way such Consenting Lender's performance of its obligations contained in this Agreement at the time such obligations are required to be performed.
- (b) Each Castex Party hereby represents and warrants on a joint and several basis (and not any other person or entity other than the Castex Parties) that the following statements are true, correct, and complete as of the RSA Effective Date:
 - (i) it has the requisite corporate or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;
 - (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;
 - (iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, bylaws, limited liability company agreements, partnership agreements, or other organizational documents, or those of any of its affiliates, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases or any Castex Party's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases) under any material contractual obligation to which it or any of its affiliates is a party;
 - (iv) the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with implementation of the Restructuring Transactions;

- (v) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability; and
 - (vi) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Term Sheet, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.
- (c) Each of CEI and Castex I hereby represents and warrants on a several and not joint basis, for itself and not for any other person or entity, that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the RSA Effective Date:
- (i) it has the requisite corporate or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;
 - (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;
 - (iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, bylaws, limited liability company agreements, partnership agreements, or other organizational documents, or those of any of its affiliates, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party;
 - (iv) the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with implementation of the Restructuring Transactions;
 - (v) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms,

except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability; and

- (vi) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Term Sheet, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

20. **Survival of Agreement.** Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a financial restructuring of the Castex Parties and in contemplation of chapter 11 filings by the Castex Parties, and the exercise of the rights granted in this Agreement after the commencement of the Chapter 11 Cases shall not be a violation of the automatic stay provisions of section 362 of the Bankruptcy Code.

21. **Settlement.** This Agreement and the Restructuring Transactions are part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement, the exhibits attached hereto, the Plan, and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement or the exhibits attached hereto (as applicable).

22. **Relationship Among Parties.** Notwithstanding anything herein to the contrary, the duties and obligations of the Consenting Lenders under this Agreement shall be several, not joint, with respect to each Consenting Lender. No Party shall have any responsibility by virtue of this Agreement for any trading by any other entity, and it is hereby expressly acknowledged by the Consenting Lenders, on the one hand, and the Castex Parties, CEI, and Castex I, on the other, that they are in privity with each other and that no Consenting Lender is in privity with any other Consenting Lender in connection with this Agreement or any of the transactions contemplated hereby. The Consenting Lenders represent and warrant that as of the date hereof and for so long as this Agreement remains in effect, the Consenting Lenders have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Castex Parties. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement, and each Consenting Lender shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Consenting Lender to be joined as an additional party in any proceeding for such purpose. Nothing contained in this Agreement, and no action taken by any Consenting Lender pursuant hereto is intended to constitute the Consenting Lenders as a partnership, an association, a joint venture, or any other kind of entity, or create a presumption that any Consenting Lender is in any way acting in concert or as a member of a "group" with any other Consenting Lender or Consenting Lenders within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

23. **Specific Performance.** It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

24. **Governing Law and Consent to Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (subject, upon commencement of the Chapter 11 Cases, to the Bankruptcy Code, as applicable), without regard to such state's choice of law provisions which would require or permit the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding shall be brought in the federal or state courts located in New York County, and each of their respective appellate courts, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit, or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, upon the commencement of any Chapter 11 Cases and until the effective date of the Plan, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

25. **WAIVER OF RIGHT TO TRIAL BY JURY.** EACH OF THE PARTIES WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN ANY OF THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

26. **Successors and Assigns.** Except as otherwise provided in this Agreement and subject to Section 15 of this Agreement, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Parties hereto, and then only to a person or entity that has agreed to be bound by the provisions of this Agreement. This Agreement is intended to and shall bind and inure to the benefit of each of the Parties and each of their respective permitted successors, assigns, heirs, executors, administrators, and representatives.

27. **No Third-Party Beneficiaries.** Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

28. **Notices.** All notices (including, without limitation, any notice of termination or breach) and other communications from any Party hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service or messenger; registered, certified or overnight mail; e-mail, or facsimile to the other Parties at the applicable addresses below, or such other addresses as may be furnished hereafter by notice in writing. Any notice of termination or breach shall be delivered to all other Parties.

(a) If to the Castex Parties:

Castex Energy Partners, L.P.
c/o Castex Energy II, LLC
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

Castex Energy II, LLC
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

Castex Energy 2005, L.P.
c/o Castex Energy I, LLC
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

Castex Energy IV, LLC
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

Castex Offshore, Inc.
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

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

Kelly Hart & Hallman LLP
301 Main Street, Suite 1600
Baton Rouge, LA 70801
Attn: Louis M. Phillips
Phone: (225) 338-5308
Fax: (225) 336-9763
Email: louis.phillips@kellyhart.com

(b) If to any Consenting Lender:

To the notice address provided on Annex A.

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

O'Melveny & Myers, LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attn: George A. Davis
Michael F. Lotito
Phone: (212) 326-2000
Fax: (212) 326-2061
Email: gdavis@omm.com
mlotito@omm.com

(c) If to CEI and Castex I:

Castex Energy, Inc.
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

Castex Energy I, LLC
333 Clay Street, Suite 2900
Houston, TX 77002
Attn: Aaron Killian
Phone: (281) 878-0043
Fax: (281) 447-1009
Email: akillian@castexenergy.com

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

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600

Dallas, TX 75201

Attn: Gregory M. Wilkes

Phone: (214) 855-7166

Email: greg.wilkes@nortonrosefulbright.com

29. **Entire Agreement.** This Agreement (and the exhibits and schedules attached hereto) constitutes the entire agreement of the Parties with respect to the transactions contemplated herein, and supersedes all prior negotiations, discussions, promises, representations, warranties, agreements, and understandings, whether written or oral, between or among the Parties with respect thereto; *provided, however*, that the Parties intend to enter into the Definitive Documentation after the date hereof to consummate the Restructuring Transactions.

30. **Amendments.** Except as otherwise provided herein, this Agreement may not be modified, amended, or supplemented, and no term or provision hereof or thereof waived, without the prior written consent of the Castex Parties, CEI, Castex I and the Required Consenting Lenders; *provided* that, (i) the written consent of each Consenting Lender, CEI, Castex I, and the Castex Parties shall be required for any amendments, amendments and restatements, modifications, or other changes to Section 12 and this Section 30 and (ii) the written consent of each Consenting Lender, CEI, Castex I, and the Castex Parties shall be required for any amendment or modification of the defined term “Required Consenting Lenders”; and *provided, further*, that any amendments, amendments and restatements, modifications, or other changes to the Term Sheet shall require the prior written consent of the Castex Parties and Consenting Lenders holding at least two-thirds (2/3) in aggregate outstanding principal amount of all RBL Claims, and, with respect to any amendments, amendments and restatements, modifications, or other changes to the terms set forth adjacent to the headings “Shared Services Agreement,” “Management Incentive Plan,” and “Board of Directors” in the Term Sheet shall require the prior written consent of CEI, Castex I, the Castex Parties and Consenting Lenders holding at least two-thirds (2/3) in aggregate outstanding principal amount of all RBL Claims.

31. **Reservation of Rights.**

- (a) Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies, and interests, including without limitation, its claims against any of the other Parties.
- (b) Without limiting clause (a) of this Section 31 in any way, if the Restructuring Transactions are not consummated in the manner and on the timeline set forth in this Agreement, or if this Agreement is terminated for any reason in accordance with its terms, nothing shall be construed herein as a waiver by any Party of any or all of such Party’s rights, remedies, claims, and defenses and the Parties expressly reserve any and all of their respective rights, remedies, claims, and defenses, subject to Section 21 of this Agreement. This Agreement, the Plan, and any related document shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

32. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be effective as delivery of a manually executed counterpart hereof.

33. **Public Disclosure.** This Agreement, as well as its terms, its existence, and the existence of the negotiation of its terms are expressly subject to any existing confidentiality agreements executed by and among any of the Parties as of the date hereof; *provided, however*, that, after the Petition Date, the Parties may disclose the existence of, or the terms of, this Agreement or any other material term of the Restructuring Transactions contemplated herein without the express written consent of the other Parties. For the avoidance of doubt and notwithstanding the generality of the foregoing, under no circumstances may any Party make any public disclosure of any kind that would disclose either: (i) the holdings of any Consenting Lender (including **Annex A**, which shall not be publicly disclosed or filed) or (ii) the identity of any Consenting Lender without the prior written consent of such Consenting Lender or the order of a Bankruptcy Court or other court with competent jurisdiction.

34. **Severability.** If any portion of this Agreement shall be held to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement insofar as they may practicably be performed shall remain in full force and effect and binding on the Parties.

35. **Additional Parties.** Without in any way limiting the provisions hereof, additional Lenders may become Parties by executing and delivering to the other Parties a duly executed counterpart hereof. Such additional Parties shall become Consenting Lenders under this Agreement in accordance with the terms of this Agreement.

36. **Time Periods.** If any time period or other deadline provided in this Agreement expires on a day that is not a Business Day, then such time period or other deadline, as applicable, shall be deemed extended to the next succeeding Business Day.

37. **Headings.** The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

38. **Interpretation.** This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof. For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) all references herein to “Articles,” “Sections,” and “Exhibits” are references to Articles, Sections, and Exhibits of this Agreement; and (c) the words “herein,” “hereof,” “hereunder,” and “hereto,” refer to this Agreement in its entirety rather than to a particular portion of this Agreement. The phrase “reasonable best efforts” or words or phrases of similar import as used herein shall not be deemed to require any party to enforce or exhaust their appellate rights in any court of competent jurisdiction, including, without limitation, the Bankruptcy Court.

39. **Remedies Cumulative; No Waiver.** All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

[Signatures and exhibits follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CASTEX ENERGY PARTNERS, L.P.,
a Texas limited partnership

By: CASTEX ENERGY II, LLC,
its general partner

By: Ashley S Green
Name: Ashley S Green
Title: corporate secretary

CASTEX ENERGY II, LLC,
a Delaware limited liability company

By: Ashley S Green
Name: Ashley S Green
Title: corporate secretary

CASTEX ENERGY IV, LLC,
a Delaware limited liability company

By: Ashley S Green
Name: Ashley S Green
Title: corporate secretary

CASTEX ENERGY 2005, L.P.,
a Texas limited partnership

By: CASTEX ENERGY I, LLC,
its general partner

By: Ashley S Green
Name: Ashley S Green
Title: corporate secretary

CASTEX ENERGY OFFSHORE, INC.,
a Texas corporation

By: Ashley S Green
Name: Ashley S Green
Title: corporate secretary

CASTEX ENERGY, INC,
a Texas corporation

By: Ashley Sancer
Name: Ashley Sancer
Title: corporate secretary


CASTEX ENERGY I, LLC,
a Delaware limited liability company

By: Ashley Sancer
Name: Ashley Sancer
Title: corporate secretary

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Consenting Lender

By: 
Name: Stephen Hartman
Title: Vice President

**BANC OF AMERICA CREDIT PRODUCTS,
INC., as a Consenting Lender**

By: 

Name: Margaret Sang
Title: Vice President

CITIBANK, N.A., as a Consenting Lender

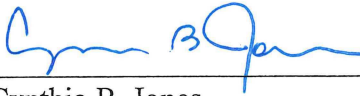
By: Harry Vlandis

Name:


Title:

Harry P. Vlandis
Senior Vice President
Citibank, NA
203-975-6384

COMERICA BANK, as a Consenting Lender

By: 
Name: Cynthia B. Jones
Title: Vice President

CROSS OCEAN USSS GP LTD, acting in its capacity as the general partner of **CROSS OCEAN USSS GP LP**, acting in its capacity as the general partner of **CROSS OCEAN USSS FUND I (A) LP**, as a Consenting Lender

By: 
Name: Greg Bennett
Title: Director

CROSS OCEAN USSS GP LTD, acting in its capacity as the general partner of **CROSS OCEAN USSS GP LP**, acting in its capacity as the general partner of **CROSS OCEAN USSS SIF I LP**, as a Consenting Lender

By: 
Name: Greg Bennett
Title: Director

**CROSS OCEAN SIF ESS II S.À R.L., as a
Consenting Lender**

By: _____
Name: **Luca GALLINELLI**
Title: **MANAGER**

By: _____
Name: **Claude CRAUSER**
Title: **Manager**

**CROSS OCEAN EUR ESS II S.À R.L., as a
Consenting Lender**

By: _____
Name: **Luca GALLINELLI**
Title: **MANAGER**

By: _____
Name: **Claude CRAUSER**
Title: **Manager**

**CROSS OCEAN USD ESS II S.À R.L., as a
Consenting Lender**

By: _____
Name: **Luca GALLINELLI**
Title: **MANAGER**

By: _____
Name: **Claude CRAUSER**
Title: **Manager**

FROST BANK, as a Consenting Lender

By: Mark Davis
Mark Davis
Senior Vice President

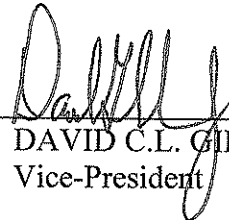
IBERIABANK, as a Consenting Lender

By: 

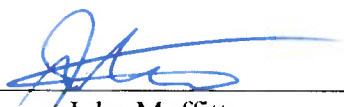
Name: Tyler S. Thoem

Title: Senior Vice President

WHITNEY BANK, as a Consenting Lender

By: 
Name: DAVID C.L. GIBBONS, JR.
Title: Vice-President

ZB, N.A. dba AMEGY BANK, as a Consenting
Lender

By: 
Name: John Moffitt
Title: Vice President

Schedule 1

Milestones

- (a) the Castex Parties shall commence the Chapter 11 Cases by filing bankruptcy petitions with the Bankruptcy Court on or before October 16, 2017 (such filing date, the “*Petition Date*”);
- (b) on or before the date that is five (5) calendar days from the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;
- (c) on or before the date that is twenty (20) calendar days from the Petition Date, the Castex Parties shall file with the Bankruptcy Court the Plan, the Disclosure Statement, and the Solicitation Procedures Motion;
- (d) on or before the date that is thirty (30) calendar days from entry of the Interim DIP Order, the Bankruptcy Court shall have entered the Final DIP Order;
- (e) on or before the date that is sixty-five (65) calendar days from the Petition Date, the Bankruptcy Court shall have entered the Solicitation Procedures Order;
- (f) on or before the date that is one hundred forty-five (145) calendar days from the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and
- (g) on or before the date that is ten (10) calendar days from entry of the Confirmation Order by the Bankruptcy Court, the effective date of the Plan shall have occurred and the Castex Parties shall have consummated the Restructuring Transactions contemplated by the Plan.

Exhibit A to the Restructuring Support Agreement

Term Sheet

[See Attached]

PLAN TERM SHEET

October 16, 2017

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN OF REORGANIZATION PURSUANT TO THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. THIS TERM SHEET IS BEING PROVIDED IN FURTHERANCE OF SETTLEMENT DISCUSSIONS AND IS ENTITLED TO PROTECTION PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY SIMILAR FEDERAL OR STATE RULE OF EVIDENCE. THE TRANSACTIONS DESCRIBED IN THIS TERM SHEET ARE SUBJECT IN ALL RESPECTS TO, AMONG OTHER THINGS, CONDUCT OF ACCEPTABLE DUE DILIGENCE, OBTAINING REQUIRED INTERNAL APPROVALS, EXECUTION AND DELIVERY OF DEFINITIVE DOCUMENTATION AND SATISFACTION OR WAIVER OF THE CONDITIONS PRECEDENT SET FORTH THEREIN AND AS SUCH THIS TERM SHEET IS NOT AN OFFER CAPABLE OF ACCEPTANCE.

NOTHING IN THIS TERM SHEET SHALL CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION OR A WAIVER, AND EACH STATEMENT CONTAINED HEREIN IS MADE WITHOUT PREJUDICE, WITH A FULL RESERVATION OF ALL RIGHTS, REMEDIES, CLAIMS AND DEFENSES OF THE RBL AGENT, THE RBL LENDERS, DEBTORS, AND ANY CREDITOR PARTY. THIS TERM SHEET DOES NOT INCLUDE A DESCRIPTION OF ALL OF THE TERMS, CONDITIONS, AND OTHER PROVISIONS THAT ARE TO BE CONTAINED IN THE DEFINITIVE DOCUMENTS, WHICH REMAIN SUBJECT TO DISCUSSION, NEGOTIATION AND EXECUTION. THIS TERM SHEET AND THE TERMS CONTAINED HEREIN ARE CONFIDENTIAL.

Summary of Principal Terms of Potential Restructuring Transaction

Reference is made to that certain Second Amended and Restated Credit Agreement dated as of July 17, 2013 (as amended, restated, supplemented, or otherwise modified, the “**Credit Agreement**,” together with the “Loan Documents” referenced therein, the “**Prepetition Loan Documents**”) by and among Castex Energy Partners, L.P., as borrower, the lenders from time to time party thereto (the “**RBL Lenders**”), and Capital One, National Association, as successor administrative agent (in such capacity, or any of its successors in such capacity, the “**RBL Agent**”).

This term sheet (together with the schedules appended hereto, the “**Term Sheet**”) sets forth certain key terms of a potential restructuring transaction (the “**Transaction**”) with respect to the existing debt and other obligations of Castex Energy Partners, L.P. (“**CEP**”), Castex Energy II, LLC (the “**Castex II**”), Castex Energy 2005, L.P. (“**Castex 2005**”), Castex Energy IV, LLC (“**Castex IV**”), and Castex Offshore, Inc. (“**COI**,” together with CEP, Castex II, Castex 2005,

and Castex IV, the “**Debtors**” or “**Castex**”). Each of the Debtors shall commence a chapter 11 case (collectively, the “**Chapter 11 Cases**”) by filing a voluntary petition for reorganization under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”), and the Transaction will be executed pursuant to a chapter 11 plan of reorganization (the “**Plan**”) filed by the Debtors to be confirmed by an order (the “**Confirmation Order**”) of the Bankruptcy Court. The Plan, though proposed jointly, shall constitute a separate Plan proposed by each Debtor. Accordingly, the classifications set forth below apply separately to each applicable Debtor. To the extent that a class contains claims or equity interests only with respect to one or more particular Debtor(s), such class applies only to such Debtor(s), and to the extent that a specified class does not include any allowed claims or allowed equity interests with respect to one or more particular Debtor(s), then such class shall be deemed not to exist as to such Debtor(s).

To effectuate the Transaction, certain RBL Lenders holding at least two-thirds in amount and more than one-half in number of allowed RBL claims (the “**Consenting RBL Lenders**”) would execute a restructuring support agreement (an “**RSA**”) with the Debtors, Castex Energy, Inc. (“**CEI**”), and Castex Energy I, LLC (“**Castex I**”).¹ It is expected that the RSA would contain customary terms and conditions, including milestones, the breach of which would entitle the Consenting RBL Lenders to terminate their obligations under the RSA. The Plan will act as (and contain) a global settlement of all claims of causes of actions amongst the relevant parties.

The Transaction will be financed by (i) use of cash collateral, (ii) a DIP financing facility provided by certain or all of the RBL Lenders (the “**DIP Facility**”), and (iii) the Exit Facility (defined below).

Without limiting the generality of the foregoing, this Plan Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of mutually acceptable definitive documentation consistent herewith. In the event of an inconsistency between this Plan Term Sheet and the definitive documentation, the provisions of such definitive documentation shall govern. This Plan Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions and is entitled to protection from any use or disclosure to any party or person pursuant to Federal Rule of Evidence 408 and other rules of similar import.

¹ As used herein, “**Required Consenting RBL Lenders**” shall mean the Consenting RBL Lenders holding at least a majority of the principal amount outstanding of all RBL Claims (defined below) held by the Consenting RBL Lenders.

Treatment of Claims and Interests

The below summarizes the treatment to be received on or as soon as practicable after the Plan Effective Date (as defined below) by holders of claims against, and interests in, the Debtors pursuant to the Plan.

| Unclassified Claims | Treatment - Unclassified Claims |
|--|--|
| Trade Claims | The Debtors shall obtain entry of one or more orders in form and substance acceptable to the RBL Agent and the Required Consenting RBL Lenders (the “ Trade Orders ”) authorizing (i) payment of all undisputed third party vendor claims arising in the ordinary course of business of the Debtors as they come due, including, without limitation, continued funding of all JIB amounts by CEP for pre- and postpetition amounts and (ii) payment by COI of all undisputed amounts due either as operator or as record title non-operator owner, whether such amounts become due pre- or postpetition. |
| Administrative Expense Claims and Priority Tax Claims | <p>“Administrative Expense Claim” shall mean a claim for a cost or expense of administration of any of the Debtors’ bankruptcy estates under sections 503(b) (including claims arising under section 503(b)(9)), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including (a) any actual and necessary cost and expense of preserving the bankruptcy estates or operating the Debtors’ business incurred after the petition date and through the Plan Effective Date; (b) any indebtedness or obligations incurred or assumed by the Debtors after the petition date and through the Plan Effective Date; (c) any allowed compensation for professional services rendered, and allowed reimbursement of expenses incurred, by a professional retained by order of the Bankruptcy Court or otherwise allowed pursuant to section 503(b) of the Bankruptcy Code; and (d) all fees due and payable pursuant to section 1930 of title 28 of the U.S. Code.</p> <p>“Priority Tax Claim” means any claim entitled to priority in payment as specified in section 507(a)(8) of the Bankruptcy Code.</p> <p>Allowed Administrative Expense Claims and Priority Tax Claims will be satisfied in full, in cash, or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code (which treatment shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders).</p> <p>Non-Voting</p> |
| DIP Claims | <p>“DIP Claims” shall mean all obligations, including, without limitation, principal, interest, costs, fees, expenses, and penalties, under the DIP Facility.</p> <p>All accrued but unpaid interest, costs, fees, expenses, and penalties under the DIP Facility as of the Plan Effective Date shall be paid in full on the Plan Effective Date from cash available on the Debtors’ balance sheets. All outstanding principal amount of loans under the DIP Facility as of the Plan Effective Date shall convert to principal borrowings under the Exit Facility term loan as described on <u>Schedule 1</u> hereto.</p> <p>Each DIP Lender also shall receive its DIP Equity Share (defined below) of New Equity Interests (defined below).</p> <p>“DIP Equity Share” shall mean, with respect to each DIP Lender, an amount of New Equity Interests (stated as a percentage) equal to the product of (i) such DIP Lender’s DIP Equity Percentage and (ii) the aggregate share of New Equity Interests after allocation and reservation for the General Equity Pool (if applicable)</p> |

| | |
|--|--|
| | <p>and the Management Incentive Plan.</p> <p>“DIP Equity Percentage” shall mean, with respect to each DIP Lender, a fraction (stated as a percentage) equal to the product of (i) 0.50% and (ii) a fraction, (A) the numerator of which shall be such DIP Lender’s aggregate dollar amount of commitments approved on a final basis under the DIP Facility, and (B) the denominator of which shall be \$1 million.</p> <p>For the avoidance of doubt, each DIP Lender’s DIP Equity Share shall not dilute New Equity Interests allocated and reserved for the General Equity Pool (if applicable) or the Management Incentive Plan.</p> <p>Non-Voting</p> |
|--|--|

| Classified Claims and Equity Interest | Treatment - Classified Claims and Equity Interests |
|--|---|
| Other Secured Claims | <p>“Secured Claim” shall mean any claim against any Debtor that is secured by a valid, perfected, and enforceable lien on, or security interest in, property of such Debtor, or that has the benefit of rights of setoff under section 553 of the Bankruptcy Code, but only to the extent of the value of such holder’s interest in such Debtor’s interest in such property, or to the extent of the amount subject to setoff, the value of which shall be determined as provided in section 506 of the Bankruptcy Code.</p> <p>“Other Secured Claim” shall mean any Secured Claim other than an RBL Secured Claim (defined below).</p> <p>Each holder of an allowed Other Secured Claim shall receive, subject to the consent of the RBL Agent and the Required Consenting RBL Lenders, either (i) payment in full in cash of the unpaid portion of its allowed Other Secured Claim on the Plan Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms), (ii) reinstatement of its allowed Other Secured Claim, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.</p> <p>Unimpaired – Not Entitled to Vote</p> |
| Priority Non-Tax Claims | <p>“Priority Non-Tax Claim” means any claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code that is not an Administrative Expense Claim or a Priority Tax Claim.</p> <p>Allowed Priority Non-Tax Claims will be satisfied in full, in cash, or otherwise receive treatment rendering such claim unimpaired (which treatment shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders).</p> <p>Unimpaired – Not Entitled to Vote</p> |
| RBL Secured Claims | <p>“RBL Claim” shall mean any claim against any Debtor derived from or based on the Prepetition Loan Documents.</p> <p>“RBL Secured Claim” shall mean any RBL Claim that constitutes a Secured Claim, which shall be allowed in an amount (i) stipulated by the Debtors, the Required Consenting RBL Lenders, and the RBL Agent and approved by the Bankruptcy Court, which approval may be set forth in the Plan or Confirmation Order, or (ii) otherwise determined by the Bankruptcy Court after notice and an</p> |

| Classified Claims and Equity Interest | Treatment - Classified Claims and Equity Interests |
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| | <p>opportunity for a hearing, including in connection with confirmation of the Plan.</p> <p>Each holder of an allowed RBL Secured Claim shall receive—</p> <ul style="list-style-type: none"> • after allocation and reservation for the General Equity Pool (if applicable) and the Management Incentive Plan, its pro rata share of 100% of the remaining equity interests in reorganized Castex 2005 or a newly formed holding company acceptable to the RBL Agent and the Required Consenting RBL Lenders (such holding company, “Reorganized Castex Holdco,” and such equity interests in reorganized Castex 2005 or Reorganize Castex Holdco, as the case may be, the “New Equity Interests”), subject to dilution by each DIP Lender’s DIP Equity Share; and • the following commitments and/or loans: <ul style="list-style-type: none"> ○ if such holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, the loans and commitments under a new exit facility comprised of a reserve-based lending facility and a new term loan, the principal terms of each of which are set forth in <u>Schedule 1</u> hereto (the “Exit Facility”); or ○ if such holder (i) abstains from voting on the Plan, (ii) votes to reject the Plan, or (iii) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, new takeback term loans, the principal terms of which are set forth in <u>Schedule 2</u> hereto (the “New Term Loans”). <p>Impaired – Entitled to Vote</p> |
| General Unsecured Claims | <p>“RBL Deficiency Claim” shall mean the portion of RBL Claims constituting unsecured claims under section 506(a) of the Bankruptcy Code, which (i) shall constitute a General Unsecured Claim (defined below) and (ii) shall be allowed in an amount (A) stipulated by the Debtors, the Required Consenting RBL Lenders, and the RBL Agent and approved by the Bankruptcy Court, which approval may be set forth in the Plan or Confirmation Order, or (B) otherwise determined by the Bankruptcy Court after notice and an opportunity for a hearing, including in connection with confirmation of the Plan.</p> <p>“General Unsecured Claims” shall mean (i) any RBL Deficiency Claim and (ii) any other claim against any of the Debtors (including, without limitation, any claim of a non-Debtor affiliate or insider) that is not a DIP Claim, an RBL Secured Claim, an Other Secured Claim, an administrative expense claim, a priority unsecured claim, an Intercompany Claim, a claim subject to subordination pursuant to section 510 of the Bankruptcy Code, or a claim previously satisfied in accordance with the Trade Orders or any other order of the Bankruptcy Court (which order shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders).</p> <p>“General Equity Pool” shall mean 1.00% of the New Equity Interests.</p> <p>Each holder of an allowed General Unsecured Claim shall receive its pro rata share of the General Equity Pool; <i>provided, however</i>, that if each class of General Unsecured Claims accepts the Plan, (i) the distribution of New Equity Interests to the DIP Lenders and to holders of RBL Secured Claims shall not be subject to dilution by the General Equity Pool and (ii) each RBL Lender voting to accept the plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its</p> |

| Classified Claims and Equity Interest | Treatment - Classified Claims and Equity Interests |
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| | <p>allowed RBL Deficiency Claim for the benefit of holders of other allowed General Unsecured Claims (collectively, the “Beneficiary Claimants”) such that each Beneficiary Claimant shall not receive any distribution on account of its allowed General Unsecured Claim other than cash in the amount of the lesser of (i) the allowed amount of its General Unsecured Claim and (ii) its pro rata share of \$500,000.</p> <p>Impaired – Entitled to Vote</p> |
| Intercompany Claims | <p>“Intercompany Claim” shall mean any claim against a Debtor held by another Debtor.</p> <p>Allowed Intercompany Claims will receive treatment consistent with the provisions of the Bankruptcy Code (which treatment shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders).</p> <p>Unimpaired/Impaired – Not Entitled to Vote (Deemed to Accept or Reject)</p> |
| Section 510(b) Claims | <p>“Section 510(b) Claim” shall mean any claim against any Debtor arising from rescission of a purchase or sale of a security of such Debtor or of an affiliate of such Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 on account of such a claim.</p> <p>Section 510(b) Claims shall be deemed canceled, discharged, released, and extinguished, and there shall be no distribution to holders of Section 510(b) Claims on account of such claims.</p> <p>Impaired – Deemed to Reject</p> |
| Equity Interests in Castex 2005 | <p>“Equity Interest” means any issued, unissued, authorized, or outstanding equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor, including, without limitation, any “Preferred Unit,” “Regular Unit,” and “Incentive Unit” issued pursuant to Castex 2005’s limited partnership agreement, and any warrants, options, or contractual rights to purchase or acquire any such equity security at any time, and all rights arising with respect thereto.</p> <p>Except as necessary to implement the Restructuring Transactions (defined below), Equity Interests in Castex 2005 shall be deemed canceled and extinguished, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to holders of common equity interests on account of such interests.</p> <p>Impaired – Deemed to Reject</p> |
| Equity Interests in Debtor Subsidiaries | Equity Interests in Castex II, Castex IV, CEP, COI and Castex 2005 shall be treated in accordance with the Restructuring Transactions. |

Other Terms of the Transaction

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| DIP Financing | Certain of the RBL Lenders will provide the Debtors with DIP financing (such RBL Lenders, “ DIP Lenders ”), which shall be treated in accordance with this Term Sheet, or shall otherwise be treated under the Plan in a manner satisfactory to the DIP Lenders. |
| Adequate Protection | The RBL Agent and the RBL Lenders shall be granted (i) replacement security interests and liens, (ii) superpriority administrative expense claims, and (iii) payment of all pre- and postpetition fees and expenses of the RBL Agent and |

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| | the RBL Lenders as provided for under Section 11.04 of the Credit Agreement. Adequate protection also shall include (i) maintenance of the Debtors' cash management system in a manner acceptable to RBL Lenders constituting the "Required Lenders" under the Credit Agreement (the " Required RBL Lenders "), (ii) prohibitions on the use, sale, or lease of material assets outside the ordinary course of business without the prior written consent of the Required RBL Lenders, and the performance of other covenants under the Credit Agreement, including without limitation reporting covenants. |
| Tax Issues | The Plan and the corporate form of reorganized Castex shall be structured (i) to achieve a tax efficient structure, in a manner acceptable to the Debtors, the RBL Agent, and the Required Consenting RBL Lenders after appropriate diligence by the respective parties or (ii) as provided by the Restructuring Transactions (as defined below), subject to the review and approval of the RBL Agent and the Required Consenting RBL Lenders, such approval to be given on or before the Plan Effective Date. ² |
| Restructuring Transaction | <p>The transaction or series of transactions (collectively, the "Restructuring Transactions") described in <u>Schedule 3</u> hereto shall be, subject to ongoing diligence, acceptable to the RBL Agent and the Required Consenting RBL Lenders and shall be approved by the Confirmation Order resulting in the following:</p> <p>Phase 1: Structure Simplification.</p> <ul style="list-style-type: none"> • the merger of Castex II and Castex IV into Castex 2005; • the conversion of CEP into a limited liability company; • the Equity Interests in COI being wholly owned by CEP; • the Equity Interests in CEP being wholly owned by Castex 2005; <p>Phase 2: Holding Company Merger.</p> <ul style="list-style-type: none"> • the formation of Castex Energy Holdings, L.P. ("CEH LP"), the formation of Castex Merger Sub LLC ("Merger Sub") as a wholly owned subsidiary of CEH LP, and the conversion of Castex 2005 to a limited liability company; and • the series of transactions described in <u>Schedule 3</u> resulting in CEH LP wholly owning Castex 2005; <p>Phase 3: Final Exit Transactions.</p> <ul style="list-style-type: none"> • the formation of Reorganized Castex Holdco as a limited liability company; and • the series of transactions described in <u>Schedule 3</u> resulting in (i) the issuance of New Equity Interests as described herein, (ii) Reorganized Castex Holdco wholly owning reorganized Castex 2005, (iii) reorganized Castex 2005 wholly owning reorganized CEP, and (iv) reorganized CEP wholly owning reorganized COI. <p>At the conclusion of the Restructuring Transactions, CEH LP shall have no interests in property of any kind or nature and shall be dissolved as soon as practicable after the Plan Effective Date.</p> |

² Each of the terms "**reorganized Debtors**" and "**reorganized Castex**" means, collectively, reorganized Castex 2005, reorganized Castex II, reorganized Castex IV, reorganized CEP, reorganized COI, and any newly formed entity or entities created to hold, directly or indirectly, the Equity Interests in any of the foregoing at the conclusion of the Restructuring Transactions (defined herein).

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| | For the avoidance of doubt, the Restructuring Transactions shall not affect the Debtors' Equity Interests in non-Debtor entities, including, without limitation, Castex 2005's Equity Interests in Castex Energy 2014, LLC (which shall be retained by reorganized Castex 2005) and CEP's Equity Interests in Castex Lafourche, L.P., and CTS-Castex, LLC (each of which shall be retained by reorganized CEP). |
| Corporate Governance | The terms and conditions of the new corporate governance documents of the reorganized Debtors (including any new or amended and restated certificates of incorporation, by-laws, certificates of formation, limited liability company agreements, limited partnership agreements, or similar documents, among other governance documents, and an equityholders' agreement if desired by the Required Consenting RBL Lenders) shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders. |
| Board of Directors | <p>The terms governing the initial composition of the new board of directors or managers of each of the reorganized Debtors (the "New Board") shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders.</p> <p>The New Board for each of the reorganized Debtors shall initially consist of five (5) members as follows: (i) four members shall be selected by the RBL Agent and the Required Consenting RBL Lenders; and (ii) one member (A) shall be an executive officer of the reorganized Debtors and (B) shall be proposed by CEI, whose appointment to the New Board shall be acceptable to the RBL Agent and the Required Consenting RBL Lenders (such consent not to be unreasonably withheld).</p> |
| Releases & Exculpation | <p>The Plan and Confirmation Order will contain customary mutual releases and exculpation provisions:</p> <p>Debtor Releases. Pursuant to section 1123(b) of the Bankruptcy Code and to the maximum extent allowed by applicable law, upon the Plan Effective Date, for good and valuable consideration, the adequacy of which shall be confirmed, the Debtors, in their individual capacities and as debtors in possession, the reorganized Debtors, and the Debtors' bankruptcy estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any claim or cause of action, directly or derivatively, by, through, for, or because of the foregoing entities, shall be deemed forever to release, waive, and discharge the Released Parties (defined below) from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, causes of action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event, or other occurrence, or circumstances taking place on or before the Plan Effective Date, in any way relating to—</p> <ul style="list-style-type: none"> • the Debtors or the Chapter 11 Cases; • any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor; • any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; |

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| | <ul style="list-style-type: none"> • the subject matter of, or the transactions or events giving rise to, any claim or equity interest that is treated in the Plan; • the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); • the restructuring of claims and equity interests before or during the Chapter 11 Cases, the Transaction, and the solicitation of votes with respect to the Plan; and • the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents (defined below), the Exit Loan Documents (defined below), the Plan, the Plan Supplement (defined below), the Disclosure Statement (defined below), the RSA, the amended or amended and restated SSA (defined below), any other Definitive Document (defined below), or any related agreements, instruments, or other documents. <p>The reorganized Debtors shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan will revest in and be fully enforceable by the applicable reorganized Debtor(s) in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.</p> <p>Releases by Holders of Claims and Other Entities. Upon the Plan Effective Date, to the maximum extent permitted by applicable law, each Releasing Party (defined below), in consideration for the obligations of the Debtors and the reorganized Debtors under the Plan, and the cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, causes of action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Plan Effective Date, in any way relating to—</p> <ul style="list-style-type: none"> • the Debtors or the Chapter 11 Cases; • any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor; • any Released Party in any such Released Party's capacity as an officer, director, employee, or agent of, or advisor to, any Debtor; • the subject matter of, or the transactions or events giving rise to, any |
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| | <p>claim or equity interest that is treated in the Plan;</p> <ul style="list-style-type: none"> • the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); • the restructuring of claims and equity interests before or during the Chapter 11 Cases, the Transaction, and the solicitation of votes with respect to the Plan; and • the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents (defined below), the Exit Loan Documents (defined below), the Plan, the Plan Supplement (defined below), the Disclosure Statement (defined below), the RSA, the amended or amended and restated SSA (defined below), any other Definitive Document (defined below), or any related agreements, instruments, or other documents. <p>Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan will revest in and be fully enforceable by the applicable reorganized Debtor(s) in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law</p> <p>Exculpation and Limitation of Liability. None of the Released Parties shall have or incur any liability to, or be subject to any right of action by, any holder of a claim or equity interest, or any other party in interest in the Chapter 11 Cases, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or direct or indirect affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Transaction, formulation, negotiation, preparation, dissemination, confirmation, solicitation, implementation, or administration of the Plan, the Plan Supplement, and all documents contained or referred to therein, the Disclosure Statement, the RSA, the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the Transaction, or any other pre- or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or confirming or consummating the Plan (including the issuance of any securities or the distribution of any property under the Plan); <i>provided, however</i>, that the foregoing shall have no effect on the liability of any person or entity that results from any such act or omission that is determined by a final order to have constituted actual fraud, willful misconduct, or gross negligence and shall not impact the right of any holder of a claim or equity interest, or any other party to enforce the terms of the Plan and the contracts, instruments, releases, and other agreements or documents delivered in connection with the Plan.</p> <p>“Released Parties” means, collectively, and each solely in its capacity as such:</p> <ul style="list-style-type: none"> (a) the Debtors and their respective bankruptcy estates; (b) the reorganized Debtors; (c) the RBL Agent, the DIP Agent, and the Exit Agent, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent or other agent in respect of the Prepetition |
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| | <p>Loan Documents, the DIP Loan Documents, and the Exit Loan Documents;</p> <p>(d) each Consenting RBL Lender and each RBL Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan,</p> <p>(e) each “Lender” party to any of the DIP Loan Documents and the Exit Loan Documents;</p> <p>(f) each current and former person or entity that is or has been a party to the RSA and is not in material breach thereof as of the Plan Effective Date;</p> <p>(g) all persons or entities engaged or retained by the parties listed in clauses (a) through (f) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and</p> <p>(h) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing persons and entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns;</p> <p><i>provided, however</i>, that any holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”</p> <p>“Releasing Parties” means, collectively, and each solely in its capacity as such:</p> <p>(a) each Released Party;</p> <p>(b) each holder of a claim or equity interest that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a ballot but abstains from voting on the Plan and does not check the appropriate box on such holder’s timely submitted ballot to indicate such holder opts out of the releases set forth in the Plan;</p> <p>(c) each holder of a claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such holder’s timely submitted ballot to indicate such holder opts out of the releases set forth in the Plan;</p> <p>(d) each holder of a claim or equity interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in the Plan; and</p> <p>(e) all other holders of claims and equity interests to the extent permitted by law.</p> |
| Injunction & Discharge | The Plan and Confirmation Order will contain customary injunction and discharge provisions. A full and complete discharge shall be provided in the Plan, except as otherwise agreed in writing by the Debtors, the RBL Agent, and the Required Consenting RBL Lenders. |
| Indemnification | The obligations of the Debtors to indemnify, defend, reimburse or limit the liability of those persons who were actual serving members, directors, officers, or employees of the Debtors as of and after the order for relief against any liabilities, claims, or causes of action as provided in any of the limited liability company |

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| | agreements, limited partnership agreements, or other governance documents of the Debtors, or under applicable state or federal law, shall not be discharged, irrespective of whether such indemnification, defense, reimbursement, or limitation is owed in connection with an event occurring before or after the petition date. The indemnification obligations of the Debtors not subject to discharge are limited to those authorized or permitted under state or federal law as the same is now or may become applicable at the time any claim for indemnification is made. |
| Cancellation of Instruments, Certificates, and Other Documents | On the Plan Effective Date (defined below), except to the extent otherwise provided herein or in the Plan, all instruments, certificates, and other documents evidencing debt of or equity interests in the Debtors shall be cancelled, and the obligations of the Debtors thereunder, or in any way related thereto, shall be discharged. |
| Plan Effective Date | The effective date of the Plan shall be the date on which the Transaction is fully consummated in accordance with the terms and conditions of the definitive documents (the “ Plan Effective Date ”). |
| Definitive Documents | <p>“Definitive Documents” shall include (i) the Plan, (ii) the Disclosure Statement, (iii) the compilation of documents, schedules, and exhibits to the Plan, including any new certificate of incorporation or association, formation, registration, articles of incorporation or association, memorandum of association, memorandum of continuance, charter, by-laws, limited liability company agreements, limited partnership agreements, or any other similar agreements, instruments, or documents constituting the organization or formation of any reorganized Debtor, including the Management Incentive Plan (as defined below) (the “Plan Supplement”), (iv) the Confirmation Order, (v) the certificates, instruments, agreements, or other documents executed or delivered by any Debtor in connection with the DIP Facility (the “DIP Loan Documents”), (vi) the certificates, instruments, agreements, or other documents executed by any Debtor in connection with the Exit Facility (the “Exit Loan Documents”), (vii) the New Term Loans, (viii) the RSA, and (ix) the amended or amended and restated SSA (defined below).</p> <p>All Definitive Documents will be in form and substance acceptable to the Debtors, the RBL Agent, and the Consenting RBL Lenders or the Required Consenting RBL Lenders (as appropriate), as provided in the RSA, and will be consistent with this Term Sheet.</p> |
| Shared Services Agreement | <p>The Plan shall include the following provisions regarding that certain Amended and Restated Shared Services Agreement dated effective as of March 4, 2009 (as amended, restated, supplemented, or otherwise modified, the “SSA”), by and among CEI, Castex I, and certain of the Debtors:³</p> <ol style="list-style-type: none"> 1. The SSA shall be assumed by the Debtors on the Plan Effective Date, subject to the amendments set forth herein. 2. The SSA shall be amended as follows: <ul style="list-style-type: none"> • the SSA shall terminate on the third anniversary of the Plan Effective Date; <i>provided that</i>— <ul style="list-style-type: none"> ○ the reorganized Debtors, on the one hand, and CEI, on the other, |

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With respect to the contingent Apache litigation claim, in the event that Apache is determined by final order of a court of competent jurisdiction to be a defaulting working interest owner (as defined by the applicable JOA under which CEI is operator) with liability to CEI, (as operator) and CEI is unable to compel payment from Apache for such liability, the treatment of the SSA under the Plan shall not affect the right of CEI to exercise its rights to recover from the non-defaulting working interest owners (including CEP) under such applicable JOA, in accordance with section 365 of the Bankruptcy Code.

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| | <p>each shall have the right to terminate the SSA upon providing 180 days' prior written notice to the other party(ies) (the "Termination Right"), and the SSA shall terminate effective as of the last day of the calendar month in which such 180-day period concludes (such date, the "Termination Date"); <i>provided</i> that in the event CEI exercises its Termination Right, promptly after providing written notice thereof, CEI shall use its commercially reasonable efforts to execute as soon as practicable an industry standard transition services protocol in addition to performing its obligations under the amended SSA and shall enter into an industry standard transition services agreement to the extent necessary to implement such transition services protocol (subject to reasonable compensation for such transition services to be agreed), which protocol and agreement on transition services shall expire on the Termination Date, except that the reorganized Debtors shall have the right to extend both the SSA and the transition services agreement (but not either without the other) for a period of 90 days after the Termination Date by giving written notice to CEI at least 30 days prior to the Termination Date;</p> <ul style="list-style-type: none"> ○ Section 6.3 of the SSA shall be amended to read, in its entirety: "Upon and after exercise by CEI of the Termination Right, CEI shall, upon written request by the reorganized Debtors, commence the process of providing all records relating to the Services to the Company and the Partnership, shall allow access to its offices upon reasonable notice, and shall complete the delivery of all such records by 30 days prior to the Termination Date."; and ○ the reorganized Debtors shall, subject to the Termination Right and the annual redetermination described below, have the right to extend the term of the SSA for successive one-year terms by providing written notice to CEI within ninety (90) days of the expiration of the initial three-year term and the expiration of each successive annual term thereafter; <ul style="list-style-type: none"> • the "Monthly Fee" under the SSA shall be \$1,250,000 payable in cash in arrears on the last business day of each month, and, beginning January 1, 2019, shall be subject to annual redetermination as to amount only; CEI shall not have the right to offset its debts or liabilities to any of the reorganized Debtors against its claims for the Monthly Fee or any other claims arising under the amended SSA unless the reorganized Debtors are in material breach of the amended SSA for a period of fifteen (15) business days following receipt of notice thereof from CEI; • for each annual period subject to redetermination, the Monthly Fee for such annual period (i) shall be set at the G&A Benchmark (as defined below) of \$0.555 per Mcfe, <i>provided</i> that the Annual Fee (as defined below) shall not be less than \$10 million and shall not exceed \$17.5 million, or (ii) shall be an amount approved by the New Board and CEI; • "Services" shall remain defined as in the current SSA; <i>provided</i> that "during the twelve-month period prior to the Plan Effective Date" shall be substituted for "during the twelve-month period prior to the Original Effective Date" in the definition of "Services"; |
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| | <ul style="list-style-type: none"> the SSA shall be amended to provide that the expenses currently designated as “Approved Third Party Expenses” shall be excluded from the Services under the SSA and that “Approved Third Party Expenses” shall mean only those expenses approved by the New Board to be incurred by and on behalf of the reorganized Debtors by CEI, and further to delete the reference to the authority of CEI to incur Third Party Expenses without such pre-approval; and the SSA shall be amended to provide that, upon written request from the New Board or the administrative agent under the Exit Facility, CEI shall provide the results of JIB audits conducted by any person or entity with respect to oil and gas properties for which CEI and/or COI is operator. <p>3. The other terms of the SSA shall remain the same or otherwise be acceptable to CEI, the Debtors, the RBL Agent, and the Required Consenting RBL Lenders.</p> <p>4. CEI alleges that Castex I, CEP, Castex 2005, and certain of the Debtors owe an aggregate amount of approximately \$6.15 million under the SSA, comprised of (i) unpaid management fees in the approximate amount of \$3.99 million (such claim, the “Management Fee Cure Claim”) and (ii) reimbursement of professional fees paid by CEI in the approximate amount of \$2.16 million (such claim, the “Reimbursement Cure Claim,” together with the Management Fee Cure Claim, the “Cure Claim”). Upon assumption of the SSA pursuant to the Plan and Confirmation Order, the Cure Claim shall be treated as follows:</p> <ul style="list-style-type: none"> CEI shall setoff \$1,456,767.02 of its Reimbursement Cure Claim against CEI’s debt to CEP for legacy suspended revenue. CEI shall receive its rights to the “Success Fee” (as defined below) on account of the remaining Reimbursement Cure Claim (after giving effect to the setoff) and the entirety of the Management Fee Cure Claim. Any right to the Success Fee shall terminate and be waived by CEI upon the earlier to occur of (i) if a Refinancing, Success Fee Sale, or Success Fee Refinancing/Sale does not occur, the third anniversary of the Plan Effective Date, (ii) the date on which CEI provides written notice of the exercise of its Termination Right, (iii) the date on which the reorganized Debtors provide written notice of the exercise of their Termination Right for cause, and (iv) the first anniversary of the date on which the reorganized Debtors provide written notice of the exercise of their Termination Right without cause; <i>provided that</i> with respect to clause (iv), CEI shall receive the Success Fee if a Success Fee Sale or a Success Fee Refinancing/Sale occurs on or before such first anniversary. CEI shall receive no other or further consideration on account of the Cure Claim. Amounts due and payable in the ordinary course of business under the SSA (other than, for the avoidance of doubt, the Cure Claim) shall be paid in accordance with the SSA pending the Plan Effective Date, and any such amounts not paid as of the Plan Effective Date, shall be paid on the Plan Effective Date or as soon as practicable thereafter (with the consent of the RBL Agent and the Required Consenting RBL Lenders, such consent not to be unreasonably withheld), prior to the effectiveness of the amended and restated SSA. <p>“Annual Fee” shall mean, for each annual period subject to redetermination, the aggregate amount of Monthly Fees payable by the reorganized Debtors to CEI</p> |
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| | <p>under the SSA for such annual period.</p> <p>“Annual Net Production” shall mean, for each annual period subject to redetermination, the targeted annual net volume of production (stated in Bcfe) during such annual period from the reorganized Debtors’ oil and gas properties as approved by the New Board on or before January 1 of such annual period.</p> <p>“G&A Benchmark” shall mean, for each annual period subject to redetermination, a fraction (stated in U.S. dollars per Mcfe), the numerator of which shall be the proposed Annual Fee for such annual period, and the denominator of which shall be the Annual Net Production for such annual period.</p> <p>“Refinancing” shall mean the consummation of a third-party refinancing of all obligations and indebtedness under the Exit Facility and the New Term Loans within three (3) years after the Plan Effective Date.</p> <p>“Sale” shall mean, with respect to a Success Fee Refinancing/Sale and a Success Fee Sale, the consummation of a sale or sales (other than in the ordinary course of business), whether in a single transaction or in a series of transactions approved by the New Board, of assets of the reorganized Debtors within three (3) years after the Plan Effective Date.</p> <p>“Success Fee Refinancing/Sale” shall mean a Sale occurring substantially contemporaneously with or after any Refinancing and resulting in aggregate cash proceeds (net of transaction costs) to the reorganized Debtors equal to or greater than \$168 million (such \$168 million of net cash proceeds, the “Success Fee Refinancing/Sale Threshold”).</p> <p>“Success Fee Sale” shall mean a Sale occurring prior to any Refinancing resulting in aggregate cash proceeds (net of transaction costs) to the reorganized Debtors equal to or greater than \$200 million.</p> <p>“Success Fee” shall mean—</p> <ul style="list-style-type: none"> • if a Success Fee Sale occurs, an amount equal to 1.00% of the net cash proceeds resulting from such Success Fee Sale; or • if a Refinancing occurs substantially contemporaneously with or prior to a Success Fee Refinancing/Sale, the sum of (i) an amount equal to 1.50% of the committed indebtedness refinanced under the Exit Facility and the New Term Loans <i>plus</i> (ii) in the event a Success Fee Refinancing/Sale occurs, an amount equal to 1.75% of the net cash proceeds in excess of the Success Fee Refinancing/Sale Threshold. |
| Key Employee Incentive Plan (KEIP)/Key Employee Retention Plan (KERP) | None. |
| Management Incentive Plan | <p>From 100% of the New Equity Interests, 12.00% shall be reserved for a management incentive plan (the “Management Incentive Plan”), the form, terms, allocation, and vesting of which shall be determined by the New Board and, as of the Plan Effective Date, acceptable to the RBL Agent and the Required Consenting RBL Lenders; <i>provided</i> however that the New Equity Interests reserved for the Management Incentive Plan shall be deemed issued on a restricted basis as follows:</p> <ul style="list-style-type: none"> • upon the Plan Effective Date, 3.50% of New Equity Interests shall be deemed issued fully vested; • upon the Plan Effective Date, an additional 3.50% of New Equity Interests shall be deemed issued, and, upon the first anniversary of the Plan |

| | |
|--|--|
| | <p>Effective Date, 1.75 % of such New Equity Interests shall be fully vested, and, upon the second anniversary of the Plan Effective Date, the remaining 1.75% of such New Equity Interests shall be fully vested, <i>provided</i> that if a MIP Sale occurs prior to the second anniversary of the Plan Effective Date, such 3.50% of New Equity Interests shall be deemed issued fully vested immediately prior to the consummation of such MIP Sale;</p> <ul style="list-style-type: none"> • if a MIP Sale occurs, an additional percentage of New Equity Interests equal to the MIP Sale Increment shall be deemed issued and fully vested immediately prior to the consummation of such MIP Sale; <p><i>provided, further</i>, that any New Equity Interests not deemed issued and fully vested shall be forfeited under the Management Incentive Plan upon the earlier to occur of (i) the date on which CEI provides written notice of the exercise of its Termination Right, (ii) the date on which the reorganized Debtors provide written notice of the exercise of their Termination Right for cause, and (iii) the first anniversary of the date on which the reorganized Debtors provide written notice of the exercise of their Termination Right without cause; <i>provided</i> that with respect to clause (iii), (A) such unvested New Equity Interests deemed issued on the Plan Effective Date shall be deemed fully vested on the date on which the reorganized Debtors provide written notice of the exercise of their Termination Right without cause and (B) if a MIP Sale occurs on or prior to such first anniversary, such other unvested New Equity Interests in an amount equal to the MIP Sale Increment shall be deemed fully vested immediately prior to the consummation of such MIP Sale.</p> <p>“MIP Sale” shall mean the consummation of a sale or sales (other than in the ordinary course of business), whether in a single transaction or in a series of transactions approved by the New Board, of assets of the reorganized Debtors, at any time after the Plan Effective Date resulting in aggregate cash proceeds (net of transaction costs) to the reorganized Debtors in excess of \$150 million (such \$150 million of net cash proceeds, the “MIP Sale Threshold,” and, any such net cash proceeds in excess of the MIP Sale Threshold, the “MIP Sale Excess Proceeds”).</p> <p>“MIP Sale Increment” shall mean a fraction (stated as a percentage) equal to the product of (i) 5.00% and (ii) a fraction (stated as a percentage), the numerator of which is equal to the lesser of (A) the MIP Sale Excess Proceeds and (B) \$100 million, and the denominator of which is \$100 million. For the avoidance of doubt, the MIP Sale Increment shall not exceed 5.00%.</p> |
| Conditions Precedent to Effectiveness | <p>Conditions precedent to effectiveness of the Plan shall include the following: the Required Consenting RBL Lenders shall not have terminated the RSA in accordance with its terms; the Debtors shall not have terminated the RSA in accordance with its terms; and each of the Debtors, CEI, and Castex I shall not be in material breach of the RSA. The Plan shall contain other customary conditions precedent (which shall be satisfactory to the Debtors, the RBL Agent, and the Consenting RBL Lenders or the Required Consenting RBL Lenders, as appropriate) to confirmation of the Plan and occurrence of the Plan Effective Date, some of which may be waived in writing by agreement of the Debtors, the RBL Agent, and the Consenting RBL Lenders or the Required Consenting RBL Lenders, as appropriate.</p> |
| Hedging | <p>Certain Consenting RBL Lenders will work with the Debtors to implement a comprehensive hedging program (i) during the bankruptcy for a minimum of 80% PDP gas hedged until the Plan Effective Date and (ii) after emergence for a minimum of 60%, and a maximum of 80%, PDP gas hedged from the Plan Effective Date to FYE 2018. Subject to the foregoing, the New Board shall set hedging policy and determine hedging levels, taking into account seasonality for</p> |

| | |
|---|---|
| | Gulf of Mexico assets. |
| Milestones | <ul style="list-style-type: none"> • Petition Date: October 16, 2017. Within 20 days of the Petition Date, file— <ul style="list-style-type: none"> ○ Plan; ○ Disclosure Statement; and ○ implementing motions. • Within 65 days of the Petition Date, obtain entry of an order approving the Disclosure Statement and solicitation procedures. • Within 145 days of the Petition Date, obtain entry of the Confirmation Order. • Within 10 days of entry of the Confirmation Order, consummate the Plan. |
| RBL Agent and RBL Lender Fees & Expenses | All fees and expenses of the Consenting RBL Lenders (including their respective counsel and financial advisors) shall be paid in full whether incurred before or after execution of the RSA. All fees and expenses of one lead counsel, one local counsel in each respective jurisdiction, and one financial advisor to the RBL Agent (collectively) shall be paid in full whether incurred before or after execution of the RSA. |

Schedule 1 to Term Sheet

Schedule 1**Exit Facility for Electing Lenders**

| Revolving Loan | |
|--|---|
| Commitment and Borrowing Base | <p>In each case subject to reduction in the event less than 100% of RBL Lenders elect to participate in the Exit Facility, aggregate initial commitments of \$105 million with a \$105 million borrowing base (subject to reduction as described herein, the “Initial Borrowing Base”), \$90 million of which shall be deemed borrowed and outstanding as of the Plan Effective Date (the “Funded Revolving Loan”).</p> <p>Aggregate commitments, the borrowing base, and the Funded Revolving Loan are subject to reduction in the event less than 100% of RBL Lenders elect to participate in the Exit Facility; <i>provided</i> that notwithstanding any such reduction, the aggregate commitments and borrowing base shall equal as of the Plan Effective Date, the Funded Revolving Loan plus \$15 million (such \$15 million difference, the “Priority Revolving Loan.”</p> <p>For example, if RBL Lenders holding 80% of RBL claims elect to participate in the Exit Facility, aggregate initial commitments shall be \$87 million with an \$87 million borrowing base, \$72 million of which shall be deemed borrowed and outstanding as of the Plan Effective Date.</p> |
| Borrowing Base Redeterminations | The borrowing base under the Exit Facility shall be redetermined on terms consistent with the Credit Agreement, including scheduled redeterminations semi-annually; <i>provided</i> that, so long as no “Event of Default” under the Exit Facility has occurred and is continuing, the Initial Borrowing Base shall not be redetermined prior to the Fall 2018 scheduled redetermination. For the avoidance of doubt, each borrowing base redetermination shall be subject to the approval of required revolving lenders under the Exit Facility and shall not be subject to the approval of any term lender. |
| Interest Rate | L + 4.25% (all cash), with a LIBOR floor of 1.00%. |
| Fees | TBD. |
| Amortization | None. |
| Mandatory Prepayments | Borrowing base reduction and repayment from asset sale proceeds. |
| Anti-Cash Hoarding | Anti-cash hoarding provisions set at \$10.0 million for draws and \$15.0 million Cash and Cash Equivalents ¹ , for triggering repayments. |

¹ Cash and Cash Equivalents are defined, with respect to each Loan Party, as unrestricted cash measured on a book basis (*i.e.*, cash net of the impact of outstanding checks written out of the Debtors’ Operating Bank Accounts, and, with respect to COI, exclude revenue held for distribution from COI’s Revenue Account to third parties for royalties and certain other interests).

| | |
|---|--|
| Priority | <p>In the event less than 100% of RBL Lenders elect to participate in the Exit Facility, the Priority Revolving Loan (and all fees and interest accruing thereon) shall have superpriority first liens, senior to the liens securing the other obligations under the Exit Facility and liens securing the New Term Loans described in <u>Schedule 2</u>.</p> <p>In the event 100% of RBL Lenders elect to participate in the Exit Facility, the Priority Revolving Loan (and all fees and interest accruing thereon) shall be <i>pari passu</i> with the liens securing the other obligations under the Exit Facility.</p> |
| Term Loans | |
| Principal | As of the Plan Effective Date, outstanding principal amount of term loans under the Exit Facility shall be (i) \$55 million subject to ratable reduction in the event less than 100% of RBL Lenders elect to participate in Exit Facility plus (ii) the outstanding principal amount of loans under the DIP Facility as of the Plan Effective Date. |
| Interest Rate | L + 7.50% (all cash), with a LIBOR floor of 1.00%. |
| Fees | TBD. |
| Amortization | None. |
| Voluntary Prepayments | May be repaid at any time following the 18 month anniversary of the Plan Effective Date at par at the election of the Company, subject to LIBOR breakage. May not be voluntarily prepaid prior to such 18 month anniversary. |
| Mandatory Prepayments | None, so long as any commitments for Revolving Loans are outstanding. |
| Terms Applicable to Revolving Loan and Term Loan | |
| Maturity | 3rd anniversary of Plan Effective Date. |
| Hedging | <ul style="list-style-type: none"> • Minimum of 60% PDP gas hedged from Plan Effective Date to FYE 2018; • Maximum of 80% PDP gas hedged from Plan Effective Date to FYE 2018; and • Liens securing hedging obligations to be <i>pari passu</i> with liens securing obligations under Exit Facility and New Term Loans. |
| Financial Covenants | [Financial covenants to be discussed.] |
| Other Covenants | Other covenants TBD (e.g., enhanced reporting, restricted payments, asset sales, CapEx, debt/lien baskets) and to be based on market terms for the financial condition of the borrower and for a “pass” rated credit emerging from bankruptcy. |
| Voting | Revolving Loan, Term Loan, and New Term Loan as a single class, except for certain matters specifically affecting each class of Loans. For the avoidance of doubt, each borrowing base redetermination under the Exit Facility shall be a matter specifically affecting the Revolving Loans only and shall not be subject to approval by holders of Term Loans or New Term Loans. |
| Security/Priority | First-priority liens (<i>pari passu</i> with liens securing obligations under the New Term Loans) on the same assets securing the obligations under the New Term Loans, subject and subordinate only to the superpriority first liens securing the Priority Revolving Loan, if applicable. |

Schedule 2 to Term Sheet

Schedule 2**New Term Loans for Non-Electing Lenders**

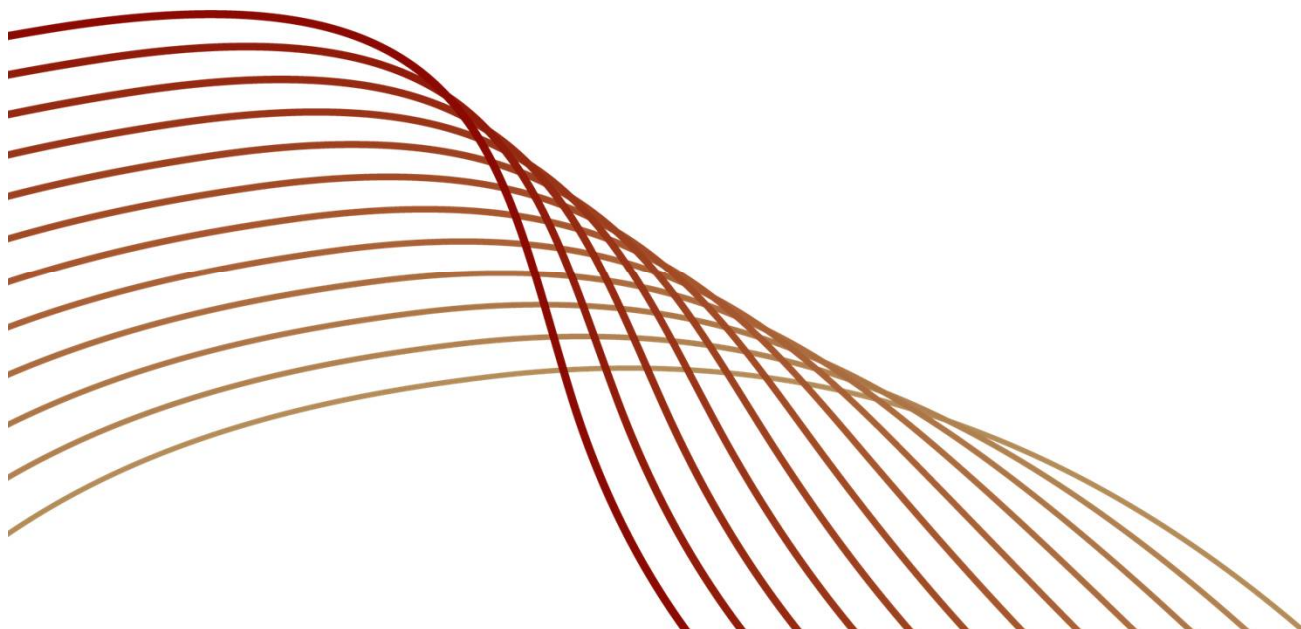
| | Key Terms |
|------------------------------|---|
| Principal | Outstanding principal of New Term Loans as of the Plan Effective Date shall equal the aggregate amount of term loans and Funded Revolving Loans that RBL Lenders electing not to participate in the Exit Facility would have received had such RBL Lenders elected to participate in the Exit Facility. |
| Interest Rate | L + 2.0% (all cash), with a LIBOR floor of 1.00%. |
| Maturity | 5th anniversary of Plan Effective Date. |
| Amortization | No principal payments due until maturity date. |
| Voluntary Prepayments | No voluntary prepayments while Revolving Loan commitments or Term Loans under Exit Facility are outstanding. |
| Mandatory Prepayments | None. |
| Covenants | Total Leverage Ratio: TBD, with 1.0x extra cushion vs corresponding leverage level used in setting Exit Facility covenants. |
| Security/Priority | First-priority liens (<i>pari passu</i> with liens securing obligations under the Exit Facility) on the same assets securing the obligations under the Exit Facility, subject and subordinate only to the superpriority first liens securing the Priority Revolving Loan, if applicable. |
| Voting | Revolving Loan, Term Loan, and New Term Loan as a single class, except for certain matters specifically affecting each class of Loans. For the avoidance of doubt, each borrowing base redetermination under the Exit Facility shall be a matter specifically affecting the Revolving Loans only and shall not be subject to approval by holders of Term Loans or New Term Loans. |

Schedule 3 to Term Sheet



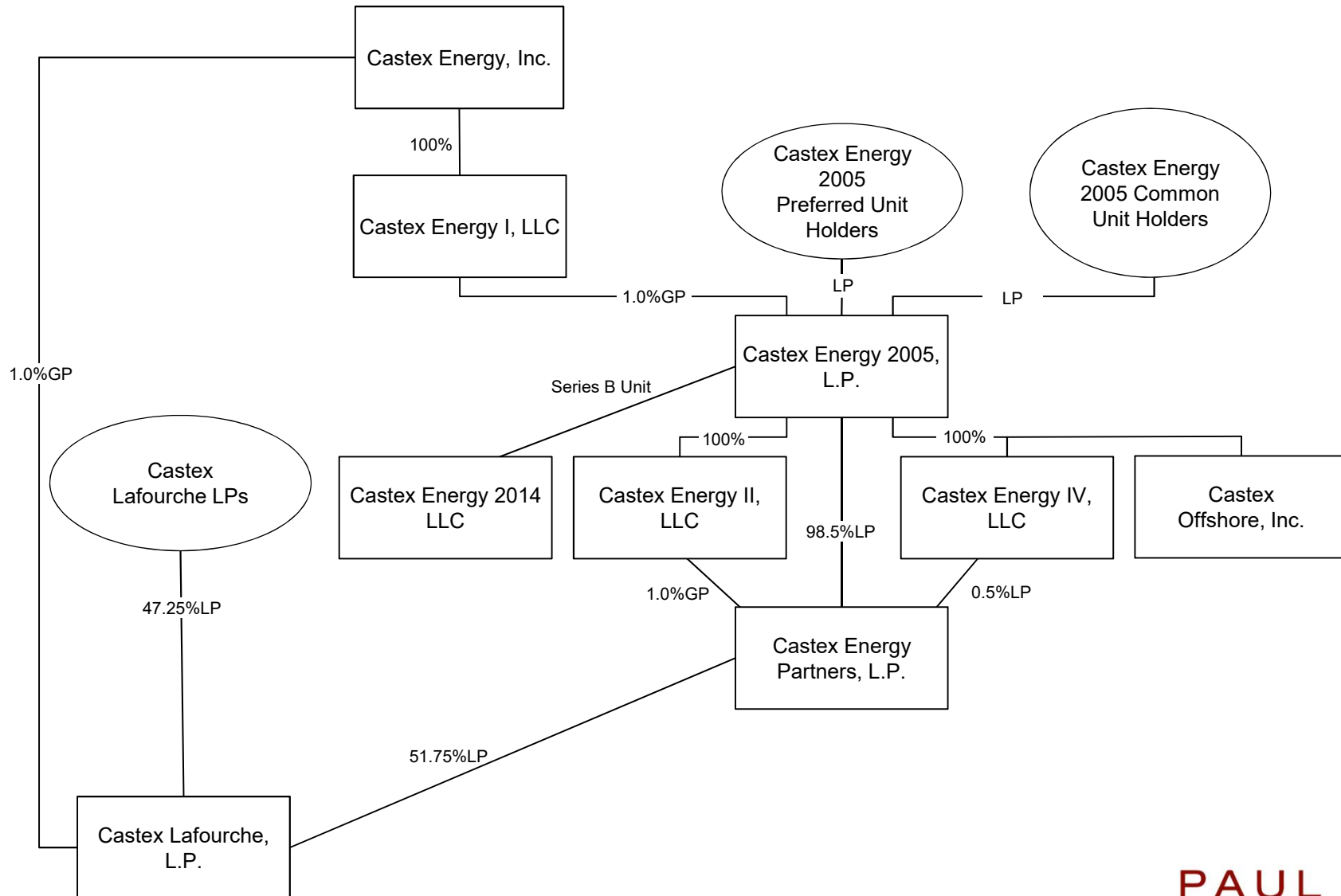
CASTEX ENERGY 2005, L.P.

Exit Transaction Steps Plan
September 6, 2017

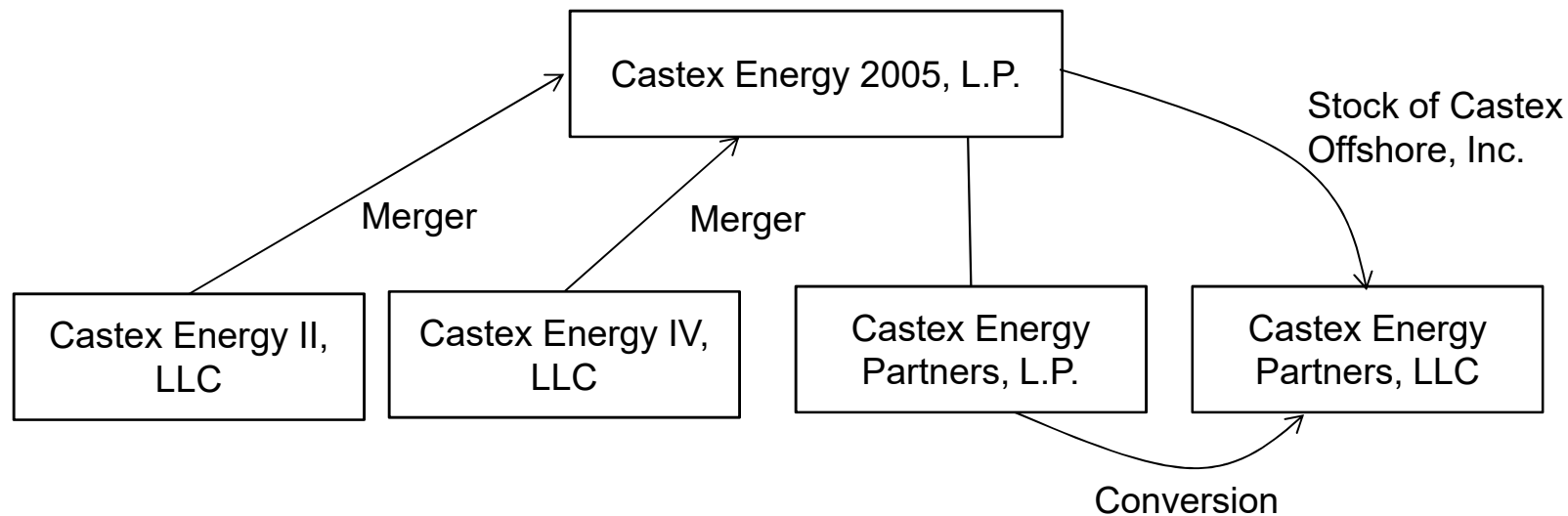


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CURRENT ORGANIZATION STRUCTURE



STRUCTURE SIMPLIFICATION

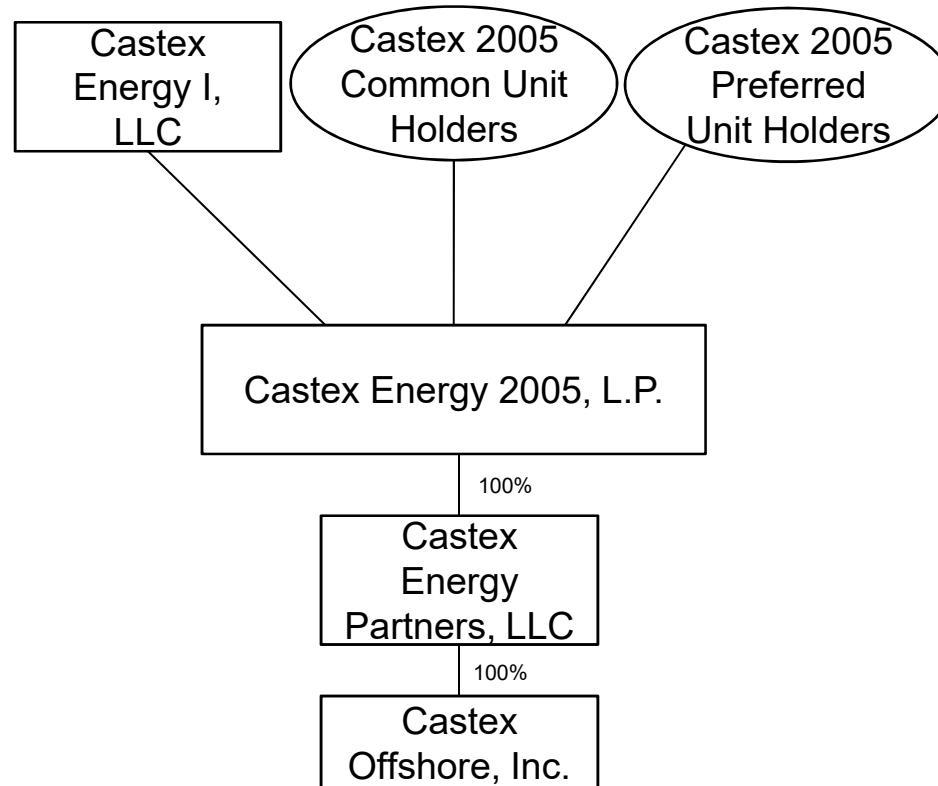


Castex Energy II, LLC and Castex Energy IV, LLC each merge with and into Castex Energy 2005, L.P.

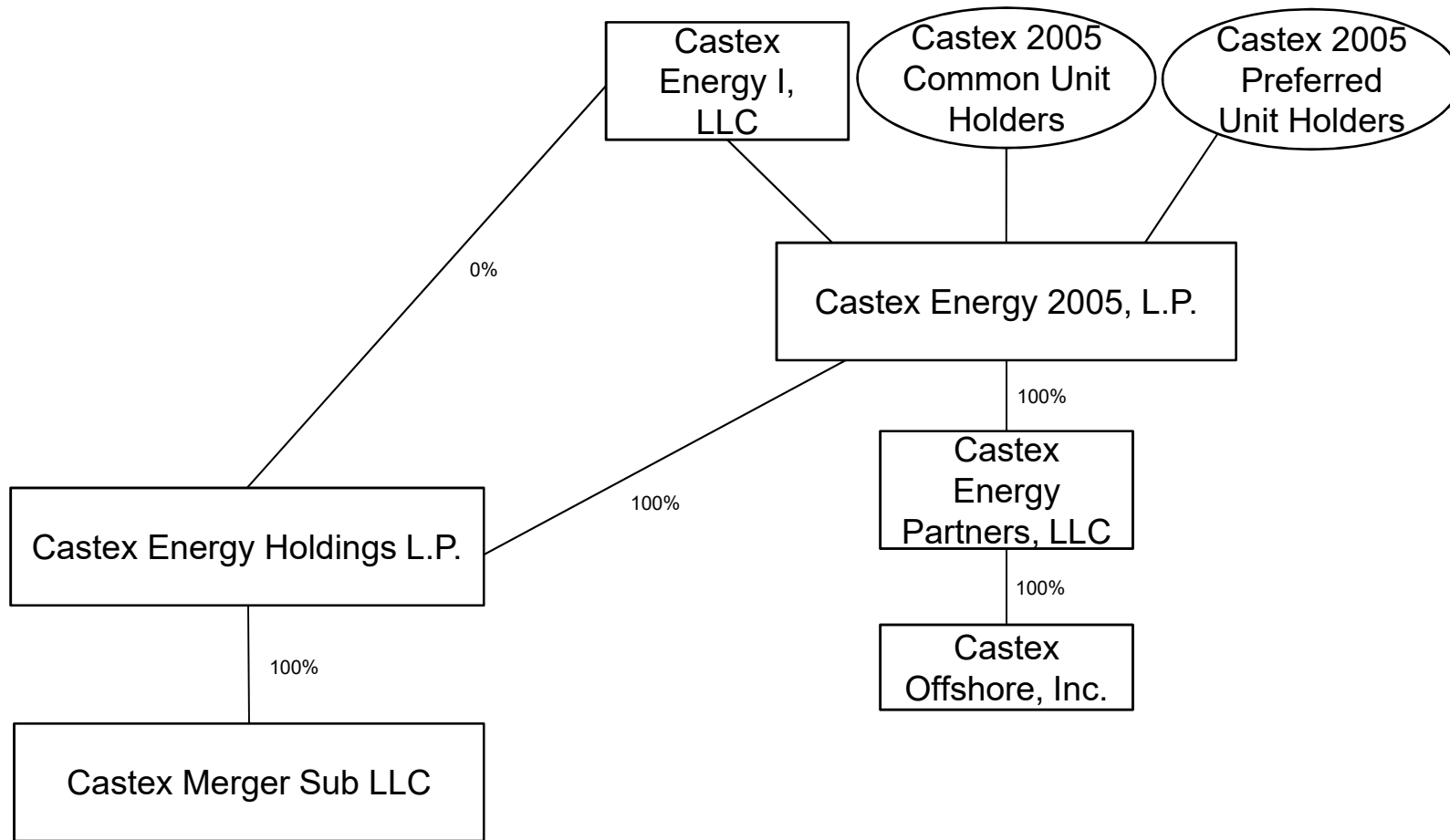
Castex Energy Partners, L.P. converts to a limited liability company.

Castex Energy 2005, L.P. transfers all of the stock of Castex Offshore, Inc. to Castex Energy Partners, LLC.

OWNERSHIP FOLLOWING SIMPLIFICATION

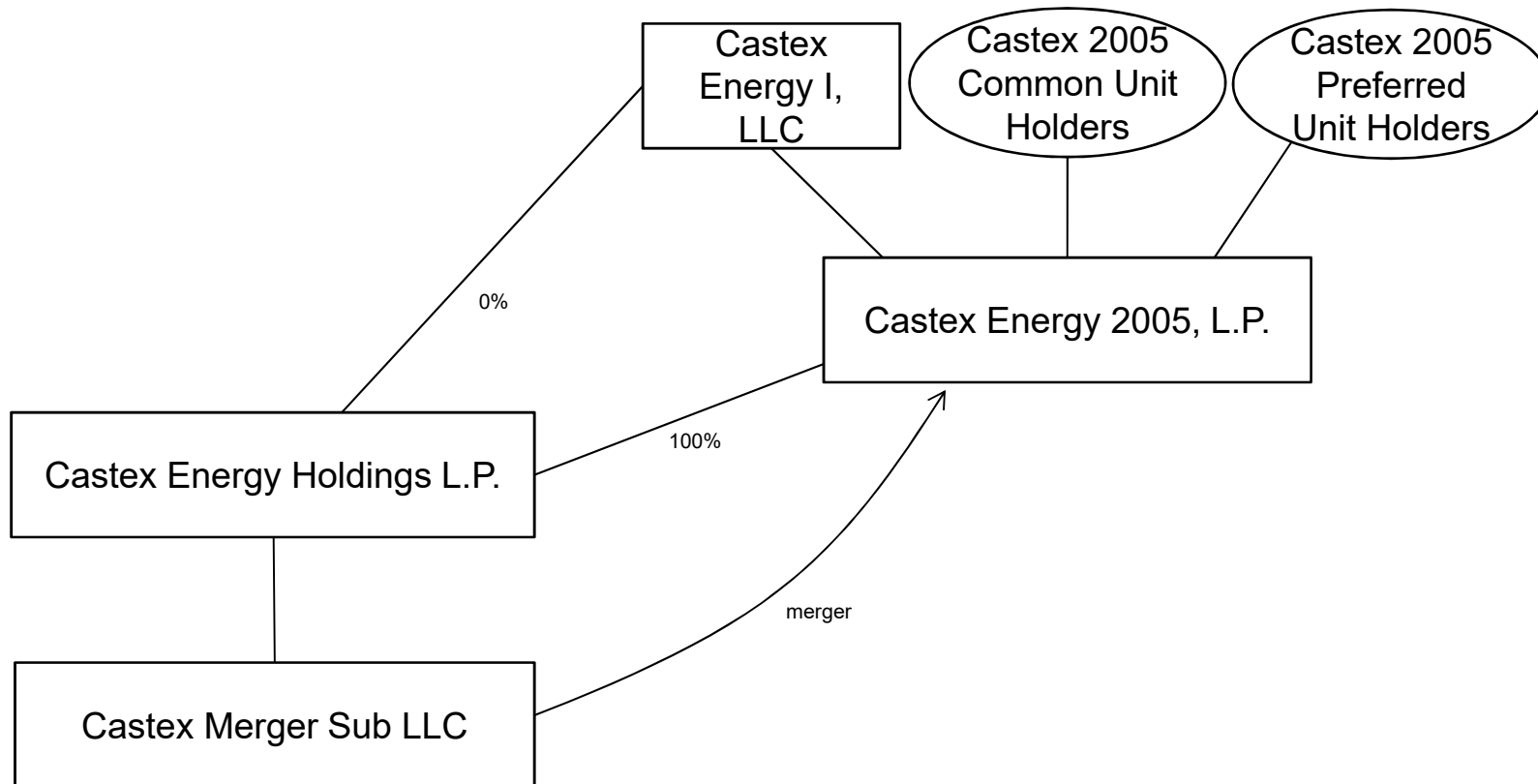


ORGANIZATION OF HOLDING COMPANY



Castex Energy 2005, L.P. organizes Castex Energy Holdings L.P. and Castex Merger Sub LLC.

HOLDING COMPANY MERGER



Castex Merger Sub LLC merges with and into Castex Energy 2005, L.P.

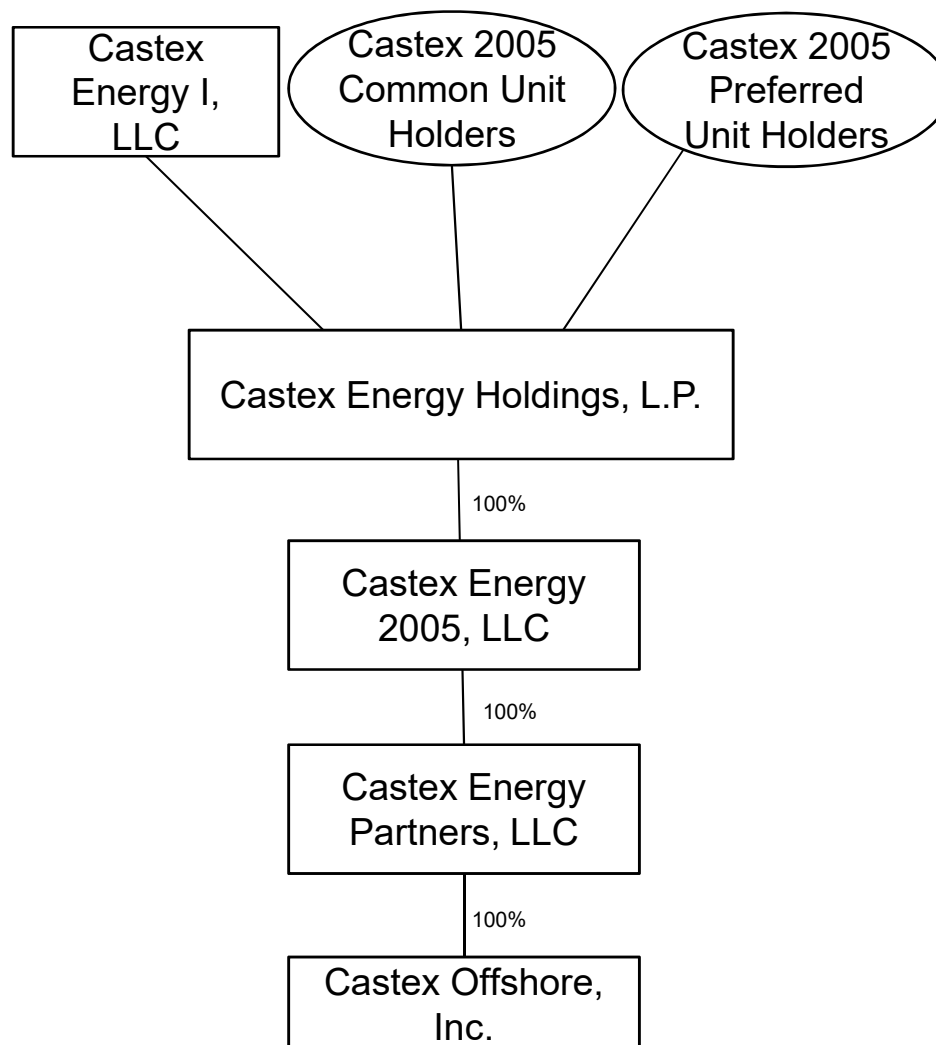
Holders of equity interests in Castex Energy 2005, L.P. surrender those interests and receive the same equity interests in Castex Energy Holdings, L.P.

Following the merger, Castex Energy 2005, L.P. converts to a limited liability company named Castex Energy 2005, LLC.

Castex Energy 2005, LLC survives as a wholly-owned subsidiary of Castex Energy Holdings, L.P.

POST HOLDING COMPANY MERGER OWNERSHIP

7



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HASTINGS

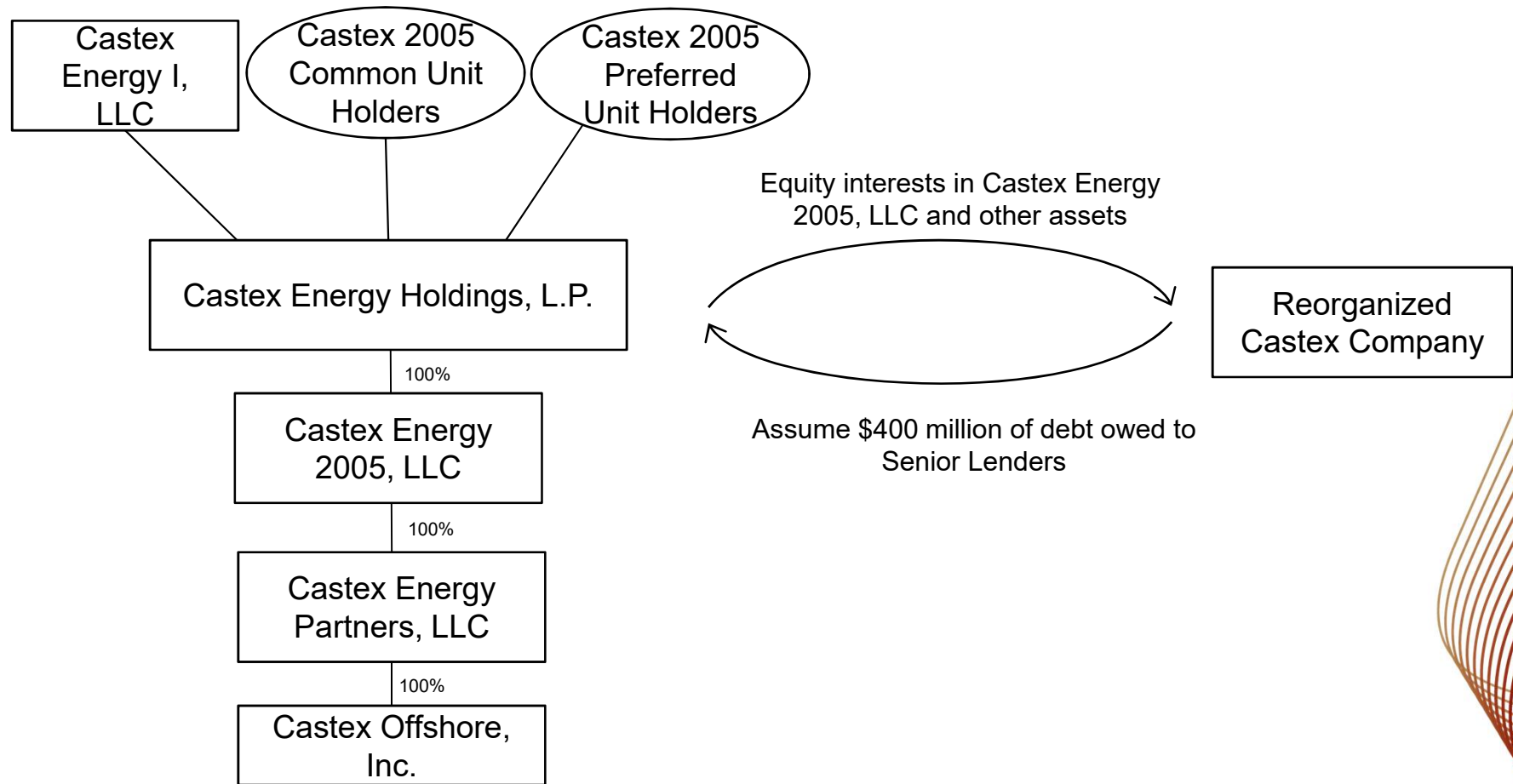
ASSUMPTIONS

The following value and debt numbers are assumed in the following slides for illustrative purposes only:

| <u>Assets</u> | | <u>Liabilities</u> | |
|------------------------|-----|---------------------------------|--------------|
| Total Enterprise Value | 200 | Current RBL Debt | 390 |
| | | Debtor-in-Possession Financing | <u>10</u> |
| | | Total Debt prior to Emergence | 400 |
| | | Debt Cancelled at Emergence | <u>(250)</u> |
| | | Post-Emergence Debt (New Loans) | 150 |
| | | <u>Equity</u> | |
| | | Shareholders' Equity | 50 |

All numbers in millions.

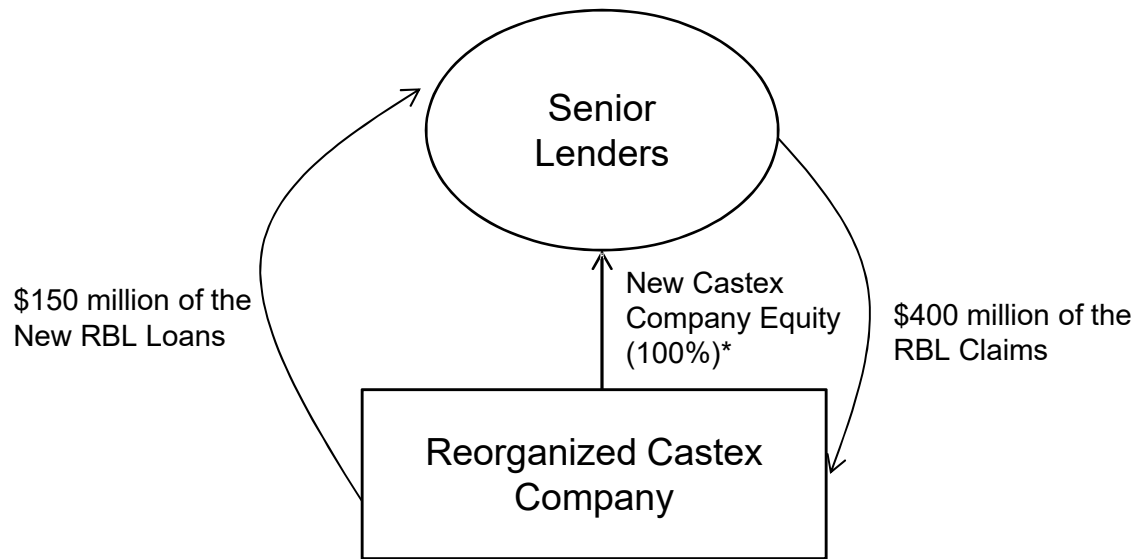
TRANSFER OF ASSETS



Castex Energy Holdings, L.P. transfers all of the equity interests in Castex Energy 2005, LLC in exchange for the assumption of \$400 million of debt owed to the Senior Lenders.

Purpose: Transfer Castex Energy 2005 business to the new ownership vehicle.

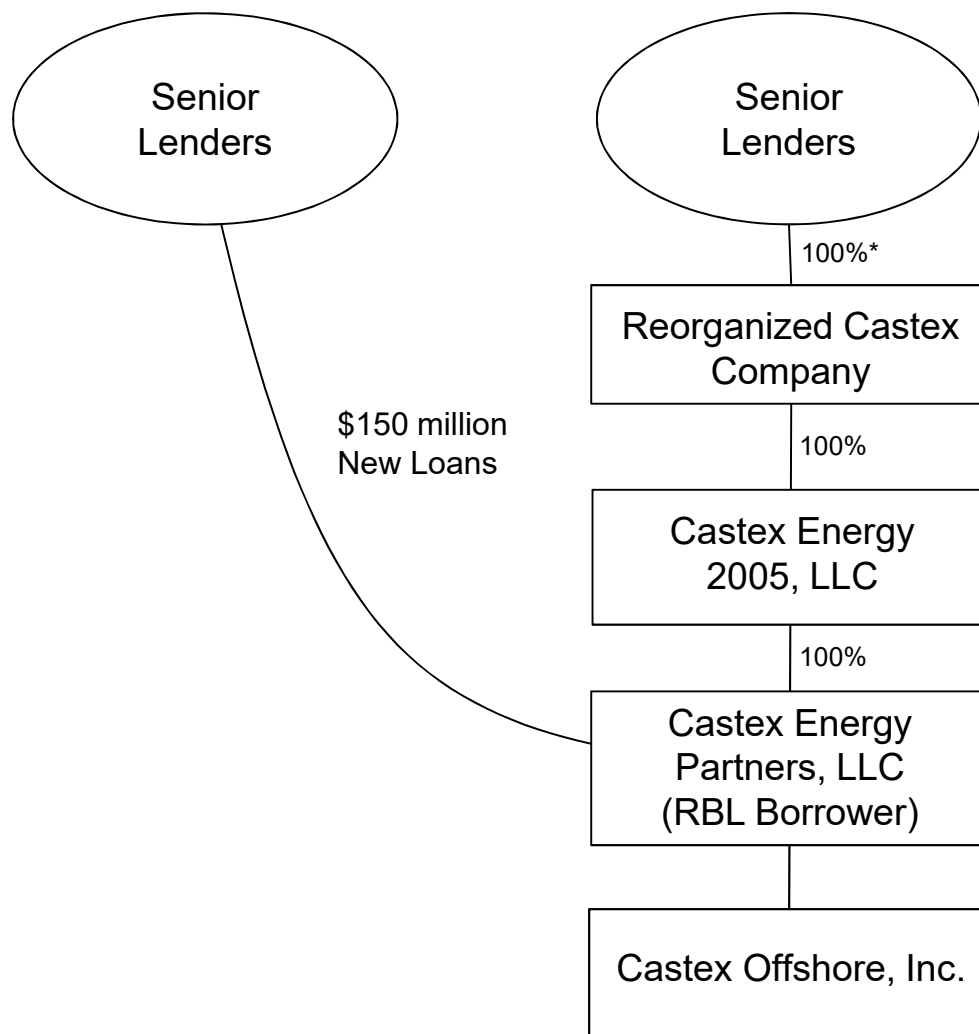
DEBT EXCHANGE WITH SENIOR LENDERS



Reorganized Castex Company exchanges 100% of the New Castex Company Equity (value of \$50 million) and \$150 million of New RBL Loans with the Senior Lenders for \$400 million of the outstanding RBL Claims

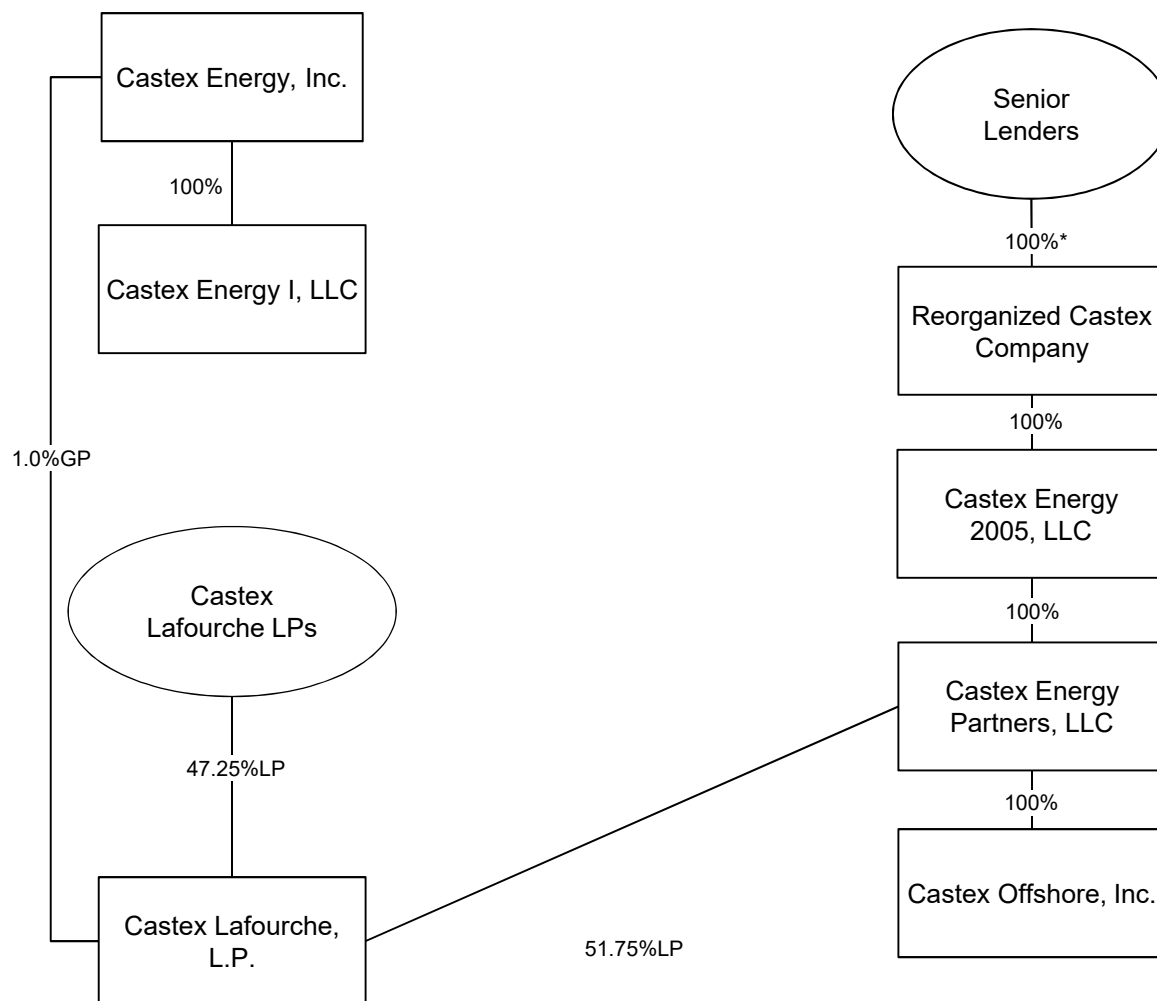
* Subject to dilution from [any New Castex Company Equity in favor of the Preferred Units and the General Unsecured Claimants] and for any New Castex Company Equity issued under the Management Incentive Plan.

FINAL OWNERSHIP



* Subject to dilution from [any New Castex Company Equity distributable to the holders of the Preferred Units and the General Unsecured Claimants] and for any New Castex Company Equity issued under the Management Incentive Plan.

NEW ORGANIZATION STRUCTURE



*Subject to dilution from [any New Castex Company Equity distributable to the holders of the Preferred Units and the General Unsecured Claimants] and for any New Castex Company Equity issued under the Management Incentive Plan.

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THE AMERICAS

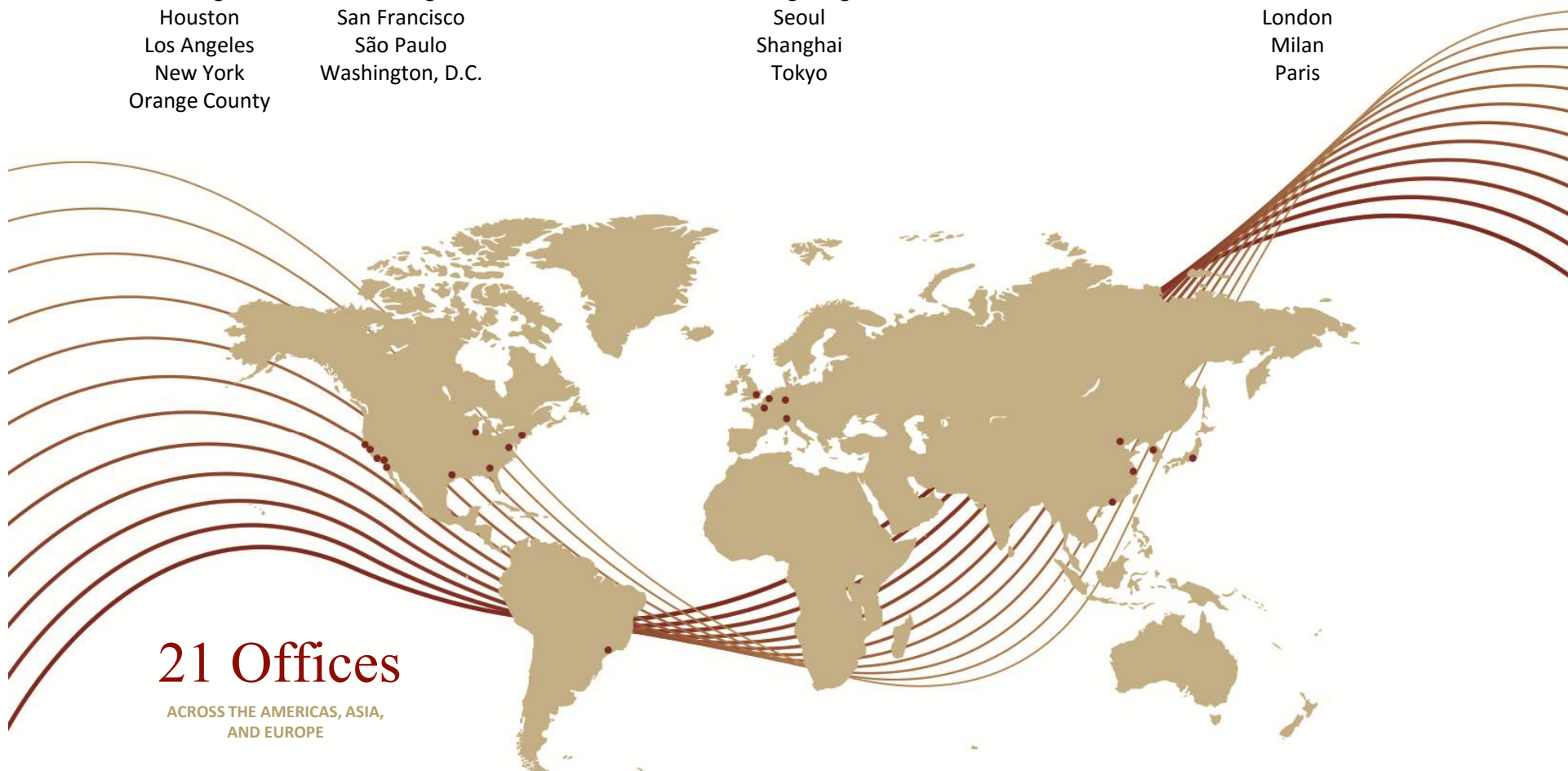
Atlanta
Chicago
Houston
Los Angeles
New York
Orange County
Palo Alto
San Diego
San Francisco
São Paulo
Washington, D.C.

ASIA

Beijing
Hong Kong
Seoul
Shanghai
Tokyo

EUROPE

Brussels
Frankfurt
London
Milan
Paris



21 Offices

ACROSS THE AMERICAS, ASIA,
AND EUROPE

1 Legal Team

TO INTEGRATE WITH THE STRATEGIC GOALS OF
YOUR BUSINESS

PAUL
HASTINGS

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Exhibit B to the Restructuring Support Agreement

Form of Transferee Joinder

[See Attached]

Form of Transferee Joinder

This joinder (this “**Joinder**”) to the Restructuring Support Agreement (the “**Agreement**”), dated as of [__, 20__], by and among: (i) Castex Energy Partners, L.P., and each of the other Castex Parties thereto, (ii) Castex Energy, Inc., and Castex Energy I, LLC, and (iii) the Consenting Lenders, is executed and delivered by [_____] (the “**Joining Party**”). Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to such term in the Agreement.

1. **Agreement to be Bound.** The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as **Annex 1** (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Consenting Lenders.

2. **Representations and Warranties.** The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the claims next to its name on **Annex 2** (which annex shall not be publically disclosed or filed), and (b) makes, as of the date hereof, the representations and warranties set forth in **Section 19(a)** of the Agreement to each other Party.

3. **Governing Law.** This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require or permit the application of the law of any other jurisdiction.

4. **Notice.** All notices and other communications given or made pursuant to the Agreement shall be sent to the Joining Party at the address next to its name on **Annex 2** (which annex shall not be publically disclosed or filed):

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

By: _____
Name:
Title:

Annex 1 to the Form of Transferee Joinder

Annex 2 - Form of Consenting Lender Claims and Notice Address

(ANNEX 2 SHALL NOT BE PUBLICALLY DISCLOSED OR FILED)

| Name of Consenting Lender | Address for Notices: | RBL Claims under the Credit Agreement |
|----------------------------------|---|--|
| <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> Attention: Phone: Fax: E-mail: | \$ <input type="text"/> |

Exhibit C

Corporate Organizational Chart

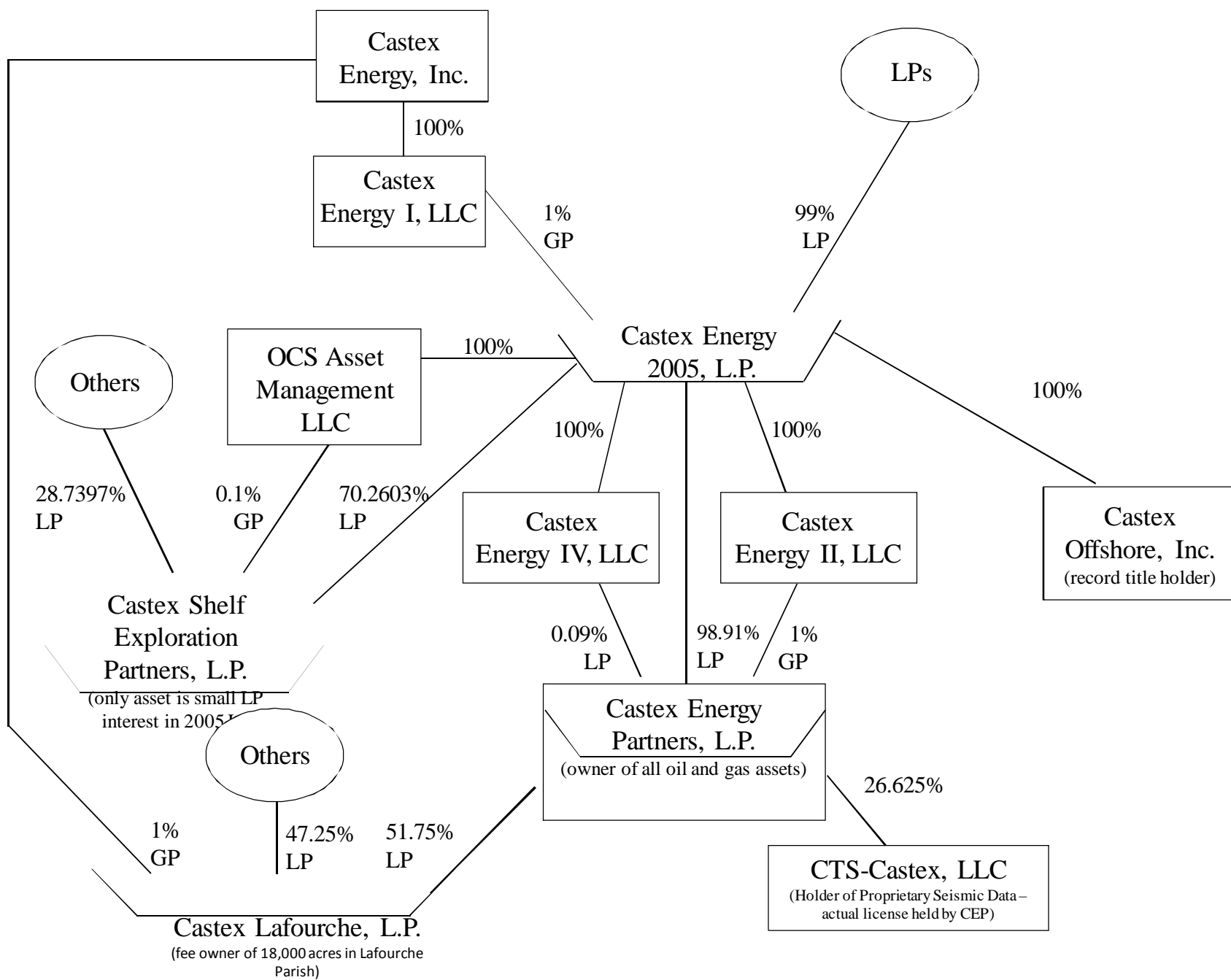


Exhibit D

G&A Benchmarking Analysis

CASTEX

G&A Benchmarking Analysis

EVERCORE

In creating this this analysis, Evercore has relied upon information that was provided by or on behalf of the Company or otherwise available from public sources. Evercore assumes no responsibility for independent investigation or verification of any such information contained herein, and Evercore has relied on such information being complete and accurate in all material respects. Except where otherwise indicated, this report speaks as of the date hereof and is necessarily based upon the information available to Evercore as of the date hereof. Nothing contained herein is, or shall be deemed to be or relied upon as, a promise or representation, whether as to the past, the present or the future. Evercore assumes no obligation to revise, adjust, review, reaffirm or update this report.

This analysis is not intended to provide the sole basis for evaluating, and should not be considered a recommendation with respect to, any transaction or other matter. This report is not intended to, and it does not, constitute an opinion as to solvency or the fairness, from a financial point of view, of any transaction or other matters.

G&A Benchmarking Analysis

Summary

- The following analysis compares the current general and administrative expenses (“G&A”) of the consolidated Debtors (“Castex” or the “Debtors”) to the G&A of publicly-traded E&P companies with enterprise values of less than \$1.5 billion (“Peers”)
- The Debtors’ G&A is paid pursuant to a Shared Services Agreement (“SSA”) with Castex Energy, Inc. (“CEI”)
 - ▶ CEI manages all of the Debtors’ assets, provides technical services and operates certain properties owned by the Debtors
- The benchmarking analysis included herein utilizes two methodologies:
 - ▶ G&A Expense – Expensed G&A per the income statement
 - ▶ Total G&A – G&A Expense plus disclosed capitalized G&A
 - The majority of E&P companies incur capitalized G&A but do not necessarily disclose capitalized G&A in their public filings. Peers evaluated under this methodology were limited to those companies which disclosed capitalized G&A for the relevant period
 - Castex does disclose capitalized G&A, which is included in the management fee paid under the SSA
- As detailed herein, Castex’s per unit G&A is among the lowest of its peers and continues to be top quartile from both G&A expense and total G&A perspectives

G&A Benchmarking Analysis

G&A Expense

G&A Expense – Public E&P Companies Under \$1.5 Billion of Enterprise Value

| Company | Enterprise Value (\$MM) | Net Debt / Enterprise Value (%) | Reserves | | | Production | | G&A Expense | | G&A Expense/Mcfe | |
|-----------------------------------|----------------------------|---------------------------------------|------------------------|--------------------------|--------------------------|------------------|---------------------|-----------------|--------------------|--------------------|-----------------------|
| | | | Proved (Bcfe) | % Gas (%) | % Dev. (%) | 2016A (MMcfe) | 2017 Q1A (MMcfe) | 2016A (\$MM) | 2017 Q1A (\$MM) | 2016A (\$/Mcfe) | 2017 Q1A (\$/Mcfe) |
| Resolute Energy Corporation | \$1,405 | 39.9% | 357 | 14.7% | 63.2% | 31,092 | 10,638 | \$32.6 | \$10.4 | \$1.05 | \$0.98 |
| Comstock Resources, Inc. | 1,232 | 91.3% | 916 | 95.2% | 39.9% | 62,006 | 15,587 | 24.0 | 6.4 | 0.39 | 0.41 |
| WildHorse Resource Development | 1,222 | 40.1% | 915 | 35.5% | 31.0% | 31,734 | 9,504 | 24.0 | 7.5 | 0.76 | 0.79 |
| Jones Energy, Inc. | 1,068 | 78.3% | 631 | 44.9% | 59.4% | 42,174 | 10,194 | 29.6 | 8.0 | 0.70 | 0.79 |
| Eclipse Resources Corp. | 1,045 | 33.5% | 470 | 82.2% | 63.4% | 83,661 | 26,096 | 39.4 | 10.1 | 0.47 | 0.39 |
| W&T Offshore, Inc. | 1,041 | 71.8% | 444 | 44.5% | 87.4% | 92,188 | 23,065 | 59.7 | 13.3 | 0.65 | 0.58 |
| Halcón Resources Corporation | 829 | (22.4%) | 69 | 8.4% | 59.4% | 81,360 | 20,778 | 125.0 | 20.8 | 1.54 | 1.00 |
| Rex Energy Corporation | 810 | 91.4% | 648 | 56.8% | 100.0% | 71,491 | 15,604 | 20.6 | 4.5 | 0.29 | 0.29 |
| Bill Barrett Corporation | 725 | 62.5% | 329 | 23.2% | 66.3% | 36,540 | 8,598 | 42.2 | 9.3 | 1.15 | 1.09 |
| Gastar Exploration, Inc. | 719 | 48.4% | 153 | 24.7% | 50.9% | 17,214 | 3,066 | 19.4 | 3.8 | 1.13 | 1.25 |
| Approach Resources Inc. | 622 | 57.9% | 938 | 37.5% | 37.6% | 27,222 | 6,162 | 24.7 | 5.9 | 0.91 | 0.96 |
| Penn Virginia Corporation | 606 | 4.5% | 297 | 12.4% | 53.0% | 26,316 | 5,130 | 22.3 | 4.1 | 0.85 | 0.81 |
| SandRidge Energy, Inc. | 580 | (19.6%) | 983 | 47.3% | 73.7% | 116,214 | 23,892 | 125.9 | 19.9 | 1.08 | 0.83 |
| Energy XXI Ltd | 572 | (14.5%) | 731 | 19.3% | 70.0% | 100,051 | 22,122 | 79.1 | 23.8 | 0.79 | 1.08 |
| Bonanza Creek Energy, Inc. | 543 | (8.4%) | 544 | 25.4% | 55.8% | 46,712 | 9,480 | 77.1 | 12.1 | 1.65 | 1.28 |
| SilverBow Resources Inc. | 483 | 37.7% | 744 | 84.3% | 50.9% | 55,032 | 12,206 | 31.8 | 9.8 | 0.58 | 0.81 |
| Stone Energy Corporation | 470 | 11.9% | 214 | 4.8% | 69.6% | 80,387 | 16,398 | 72.4 | 15.0 | 0.90 | 0.91 |
| PetroQuest Energy, Inc. | 407 | 71.3% | 115 | 69.7% | 58.6% | 23,501 | 5,225 | 26.0 | 3.2 | 1.11 | 0.60 |
| Midstates Petroleum Company, Inc. | 384 | 11.4% | 1,062 | 44.5% | 39.3% | 63,378 | 12,723 | 27.2 | 8.3 | 0.43 | 0.65 |
| Abraxas Petroleum Corp. | 291 | 7.1% | 268 | 26.4% | 33.6% | 13,574 | 3,684 | 13.6 | 2.7 | 1.00 | 0.74 |
| Evolution Petroleum Corporation | 249 | (8.1%) | 65 | -- | 11.3% | 4,180 | 1,220 | 7.8 | 1.3 | 1.87 | 1.05 |
| Contango Oil & Gas Company | 218 | 27.4% | 184 | 73.4% | 87.9% | 25,982 | 5,180 | 26.8 | 6.6 | 1.03 | 1.27 |
| Mean | \$706 | 32.4% | 504 | 39.8% | 57.4% | 51,455 | 12,116 | \$43.2 | \$9.4 | \$0.92 | \$0.84 |
| Median | 614 | 35.6% | 457 | 36.5% | 59.0% | 44,443 | 10,416 | 28.4 | 8.2 | 0.90 | 0.82 |
| Castex | TBD | TBD | 340¹ | 78.5%¹ | 63.4%¹ | 27,231 | 6,215 | \$14.5 | \$3.6 | \$0.53 | \$0.58 |

 Offshore Focused

Source: Public Filings

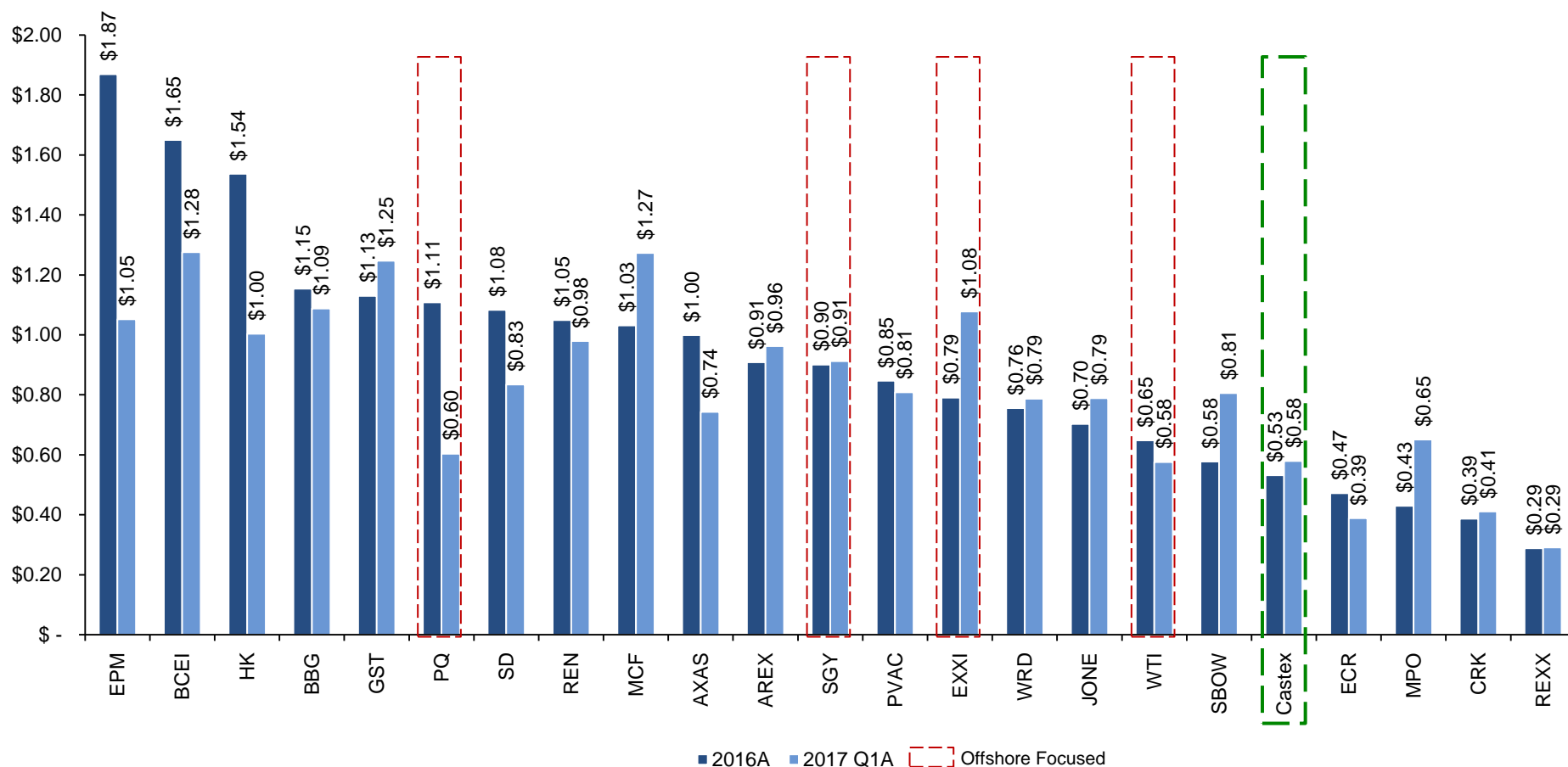
Note: Castex G&A shown excludes non-recurring professional fees related to ongoing balance sheet restructuring and litigation

1. Per Castex 1/1/17 reserve database

G&A Benchmarking Analysis

G&A Expense

G&A Expense – Public E&P Companies Under \$1.5 Billion of Enterprise Value



Source: Public Filings

Note: Castex G&A shown excludes non-recurring professional fees related to ongoing balance sheet restructuring and litigation

G&A Benchmarking Analysis

Total G&A (G&A Expense Plus Capitalized G&A)

G&A Expense Plus Capitalized G&A – Public E&P Companies Under \$1.5 Billion of Enterprise Value¹

| Company | Enterprise Value | Net Debt / Enterprise Value | Reserves | | | Production | | G&A Expense + Capitalized G&A | | Capitalized G&A / G&A Expense | | G&A Expense + Capitalized G&A/Mcfe | |
|-----------------------------------|------------------|-----------------------------|------------------------|--------------------------|--------------------------|---------------|---------------|-------------------------------|---------------|-------------------------------|--------------|------------------------------------|---------------|
| | | | Proved | % Gas | % Dev. | 2016A | 2017 Q1A | 2016A | 2017 Q1A | 2016A | 2017 Q1A | 2016A | 2017 Q1A |
| | (\$MM) | (%) | (Bcfe) | (%) | (%) | (MMcfe) | (MMcfe) | (\$MM) | (\$MM) | (%) | (%) | (\$/Mcfe) | (\$/Mcfe) |
| Resolute Energy Corporation | \$1,405 | 39.9% | 357 | 14.7% | 63.2% | 31,092 | 10,638 | \$38.3 | NA | 17.5% | NA | \$1.23 | NA |
| SandRidge Energy, Inc. | 580 | (19.6%) | 983 | 47.3% | 73.7% | 116,214 | 23,892 | 150.4 | NA | 19.5% | NA | 1.29 | NA |
| SilverBow Resources Inc. | 483 | 37.7% | 744 | 84.3% | 50.9% | 55,032 | 12,206 | 40.1 | NA | 26.1% | NA | 0.73 | NA |
| Stone Energy Corporation | 470 | 11.9% | 214 | 4.8% | 69.6% | 80,387 | 16,398 | 93.6 | 18.4 | 29.3% | 22.7% | 1.16 | 1.12 |
| PetroQuest Energy, Inc. | 407 | 71.3% | 115 | 69.7% | 58.6% | 23,501 | 5,225 | 32.7 | 4.5 | 25.4% | 42.3% | 1.39 | 0.86 |
| Midstates Petroleum Company, Inc. | 384 | 11.4% | 1,062 | 44.5% | 39.3% | 63,378 | 12,723 | 33.7 | 10.2 | 23.9% | 22.9% | 0.53 | 0.80 |
| Mean | \$622 | 25.4% | 579 | 44.2% | 59.2% | 61,601 | 13,514 | \$64.8 | \$11.0 | 23.6% | 29.3% | \$1.06 | \$0.93 |
| Median | 477 | 24.8% | 551 | 45.9% | 60.9% | 59,205 | 12,465 | 39.2 | 10.2 | 24.7% | 22.9% | 1.20 | 0.86 |
| Castex | TBD | TBD | 340¹ | 78.5%¹ | 63.4%¹ | 27,231 | 6,215 | \$18.4 | \$4.5 | 27.1% | 25.4% | \$0.68 | \$0.73 |

 Offshore Focused

Source: Public Filings

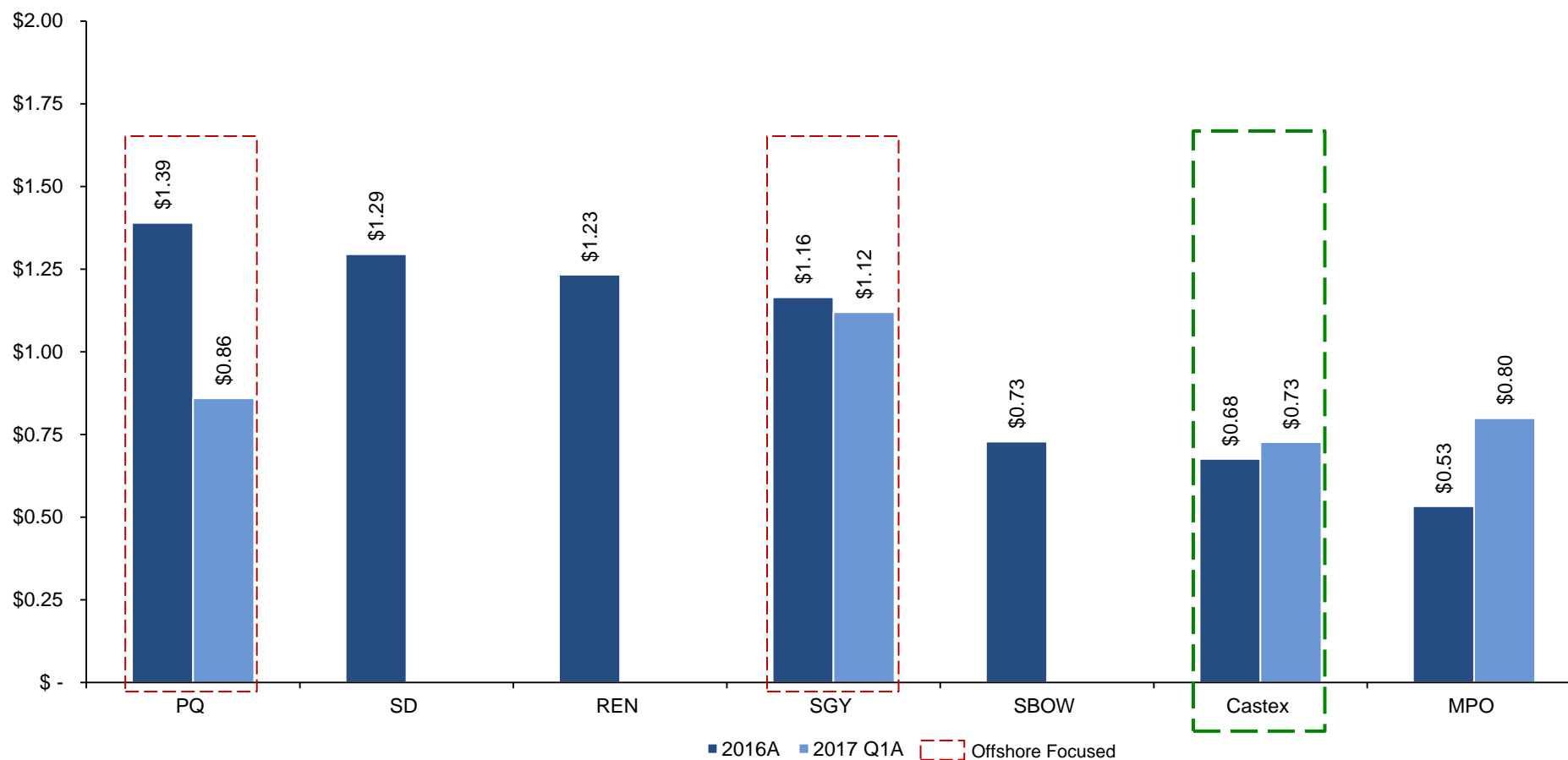
Note: Castex G&A shown excludes non-recurring professional fees related to ongoing balance sheet restructuring and litigation

1. Per Castex 1/1/17 reserve database

G&A Benchmarking Analysis

Total G&A (G&A Expense Plus Capitalized G&A)

G&A Expense Plus Capitalized G&A – Public E&P Companies Under \$1.5 Billion of Enterprise Value¹



Source: Public Filings

Note: Castex G&A shown excludes non-recurring professional fees related to ongoing balance sheet restructuring and litigation

1. Only includes companies with disclosed capitalized G&A costs for each period

Exhibit E

Current Budget

Castex Energy 2005, LP

Debtors' Combined 13W Cash Flow - Initial Budget

USD 000s

| Week Ending --> | Forecast Wk-1 22-Oct | Forecast Wk-2 29-Oct | Forecast Wk-3 5-Nov | Forecast Wk-4 12-Nov | Forecast Wk-5 19-Nov | Forecast Wk-6 26-Nov | Forecast Wk-7 3-Dec | Forecast Wk-8 10-Dec | Forecast Wk-9 17-Dec | Forecast Wk-10 24-Dec | Forecast Wk-11 31-Dec | Forecast Wk-12 7-Jan | Forecast Wk-13 14-Jan | Forecast 4-Week Total | Forecast 13-Week Total |
|--|----------------------------|----------------------------|---------------------------|----------------------------|----------------------------|----------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|------------------------------|
| BEGINNING BOOK CASH | \$ 4,432 | \$ 8,402 | \$ 10,967 | \$ 7,486 | \$ 6,746 | \$ 6,520 | \$ 10,737 | \$ 7,109 | \$ 5,150 | \$ 6,883 | \$ 8,241 | \$ 10,803 | \$ 8,126 | \$ 4,432 | \$ 4,432 |
| Net Offshore Receipts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Net Other Production Receipts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| DB Other Receipts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Receipts | 1,692 | 3,431 | 2,765 | 89 | 219 | 5,790 | 2,563 | 64 | 125 | 3,147 | 5,840 | 49 | 114 | 7,977 | 25,888 |
| Offshore O&M Payments To Vendor | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Onshore O&M and Other Payments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-Operated Offshore DB Payments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Management Fee | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Insurance and Other Taxes and Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Cash | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operating Disbursements | (2,505) | (3,366) | (6,234) | (829) | (2,079) | (2,467) | (6,192) | (781) | (1,391) | (1,238) | (2,677) | (1,771) | (1,874) | (12,934) | (33,404) |
| Restructuring Disbursements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Disbursements | (3,248) | (3,366) | (6,234) | (829) | (1,945) | (3,072) | (6,192) | (1,928) | (1,392) | (1,790) | (2,677) | (2,621) | (1,926) | (13,677) | (37,220) |
| Net Cash Flow | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ending Book Cash, Prior to DIP Activity | \$ 2,877 | \$ 8,467 | \$ 7,498 | \$ 6,746 | \$ 5,020 | \$ 9,237 | \$ 7,109 | \$ 5,245 | \$ 3,883 | \$ 8,241 | \$ 11,403 | \$ 8,230 | \$ 6,315 | \$ (1,268) | \$ (6,900) |
| DIP Activity | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ending Book Cash | \$ 8,402 | \$ 10,967 | \$ 7,486 | \$ 6,746 | \$ 6,520 | \$ 10,737 | \$ 7,109 | \$ 5,150 | \$ 6,883 | \$ 8,241 | \$ 10,803 | \$ 8,126 | \$ 6,315 | \$ 6,746 | \$ 6,315 |
| Ending Cash Flow | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Liquidity | \$ 17,402 | \$ 17,467 | \$ 13,986 | \$ 13,246 | \$ 11,520 | \$ 14,237 | \$ 10,609 | \$ 8,650 | \$ 7,383 | \$ 8,741 | \$ 11,903 | \$ 9,226 | \$ 7,415 | | |
| Ending DIP Balance | \$ 6,000 | \$ 8,500 | \$ 8,500 | \$ 8,500 | \$ 10,000 | \$ 11,500 | \$ 11,500 | \$ 11,500 | \$ 14,500 | \$ 14,500 | \$ 13,900 | \$ 13,900 | \$ 13,900 | | |
| CASH BALANCES BY LEGAL ENTITY | | | | | | | | | | | | | | | |
| Castex Energy Partner | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Castex Offshore Inc. Operating Account | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Castex Energy | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cash and Cash Equivalents Subtotal | \$ 6,271 | \$ 6,407 | \$ 6,360 | \$ 5,620 | \$ 5,394 | \$ 5,427 | \$ 6,418 | \$ 4,460 | \$ 6,193 | \$ 5,374 | \$ 9,984 | \$ 7,308 | \$ 5,496 | | |
| Castex Offshore Inc. Retained Account | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ENDING BOOK CASH | \$ 8,402 | \$ 10,967 | \$ 7,486 | \$ 6,746 | \$ 6,520 | \$ 10,737 | \$ 7,109 | \$ 5,150 | \$ 6,883 | \$ 8,241 | \$ 10,803 | \$ 8,126 | \$ 6,315 | | |

Notes

Offshore LOE Payments To Vendors line item for Offshore M&O and O&M costs.
 Onshore LOE and AFE Payments and AFE / CAPEX line item for decommissioning activities.
 Insurance, Ad Valorem Taxes, & Other line item for retention and other costs.

Exhibit F

Financial Projections

I. Financial Projections

The Debtors believe that the Plan is feasible as required by section 1129(a)(11) of the Bankruptcy Code, because confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor to the Debtors. For purposes of demonstrating feasibility of the Plan, the Debtors have prepared the forecasted, post-reorganized, consolidated balance sheet, income statement and statement of cash flows (the “Financial Projections”) for the periods ending December 31, 2018 through December 31, 2022 (the “Projection Period”). The Financial Projections were prepared based on a number of assumptions made by management as to the future performance of Reorganized CEP, and reflect management’s judgment and expectations regarding its future operations and financial position.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS’ FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, ANY REVIEW OF THE FINANCIAL PROJECTIONS SHOULD TAKE INTO ACCOUNT THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond management’s control, incident to the exploration for and development, production, gathering and sale of oil, natural gas and natural gas liquids. Factors that may cause actual results to differ from expected results are discussed in the Disclosure Statement, including but not limited to the discussion in Article VI thereof.

Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of Reorganized CEP’s future performance.

The Financial Projections have not been audited or reviewed by a registered independent accounting firm, and were not prepared with a view toward compliance with the guidelines of the Securities and Exchange Commission, the American Institute of Certified Public Accountants, or the Financial Accounting Standards Board (“FASB”), particularly for reorganization accounting.

II. ACCOUNTING POLICIES

The Financial Projections have been prepared using accounting policies that are materially consistent with those applied in the Debtors’ historical financial statements (GAAP consolidated

basis). The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, *Reorganizations* (“ASC 852”). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

III. GENERAL ASSUMPTIONS

a. Methodology

The Financial Projections were prepared using a bottoms-up approach incorporating multiple sources of information. The Financial Projections are inclusive of the Debtors’ restructuring initiatives in 2017 and 2018.

b. Asset Sales / Development Program

With the exception of certain specifically identified cases, the Financial Projections assume Reorganized CEP sells down its existing working interests by 50% in 2018, and 25% each year thereafter, in order to maintain a development program that is feasible within the pro forma cash flow profile of the company. Over the Projection Period, Reorganized CEP is projected to incur approximately \$140 million in capital expenditures related to its development program, in addition to other capital expenditures associated with Reorganized CEP’s proved reserves, and land, geological and geophysical costs.

c. Plan Consummation

The Financial Projections assume that the Plan will be consummated on or around March 31, 2018.

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IV. REORGANIZED CEP PRO FORMA BALANCE SHEET FOR THE PERIODS ENDING DECEMBER 31, 2018 THROUGH DECEMBER 31, 2022

The opening March 31, 2018 balance sheet was prepared utilizing the October 31, 2017 balance sheet and projected results of operations and cash flows over the projected period to the assumed emergence date of March 31, 2018. Actual balances may vary from those reflected in the opening balance sheet due to variances in projections and potential changes in cash needed to consummate the Plan. The reorganized pro forma balance sheets for the periods ending December 31, 2018 through December 31, 2022 contain certain pro forma adjustments as a result of consummation of the Plan. The reorganized pro forma balance sheets include the debt and other obligations of Reorganized CEP that remain outstanding after the Effective Date that will be paid in the ordinary course of operations. The estimated pro forma adjustments regarding the equity value of Reorganized CEP, its assets, or estimates of its liabilities as of the Effective Date will be based upon the fair value of its assets and liabilities as of that date, which could be materially different than the values assumed in the foregoing estimates¹.

(\$ in thousands)

| | FY | | | | |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| CONSOLIDATED BALANCE SHEET | | | | | |
| CURRENT ASSETS | | | | | |
| Cash and Cash Equivalents | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| Accounts Receivable | 14,956 | 14,290 | 12,771 | 12,457 | 15,680 |
| TOTAL CURRENT ASSETS | \$ 24,956 | \$ 24,290 | \$ 22,771 | \$ 22,457 | \$ 25,680 |
| NON CURRENT ASSETS | | | | | |
| Gross Oil and Gas Properties (Full Cost Method) | \$ 265,458 | \$ 290,084 | \$ 325,695 | \$ 369,145 | \$ 421,857 |
| Less: Accumulated DD&A / Impairment | (23,579) | (56,902) | (87,495) | (116,245) | (150,673) |
| Net Oil and Gas Properties (Full Cost Method) | \$ 241,878 | \$ 233,182 | \$ 238,201 | \$ 252,900 | \$ 271,184 |
| TOTAL NON CURRENT ASSETS | \$ 241,878 | \$ 233,182 | \$ 238,201 | \$ 252,900 | \$ 271,184 |
| TOTAL ASSETS | \$ 266,834 | \$ 257,472 | \$ 260,972 | \$ 275,357 | \$ 296,864 |
| CURRENT LIABILITIES | | | | | |
| Accounts Payable | \$ 5,078 | \$ 4,053 | \$ 7,312 | \$ 13,051 | \$ 10,579 |
| Accrued Liabilities | 5,080 | 5,251 | 5,562 | 8,532 | 3,625 |
| TOTAL CURRENT LIABILITIES | \$ 10,158 | \$ 9,304 | \$ 12,874 | \$ 21,582 | \$ 14,203 |
| NON CURRENT LIABILITIES | | | | | |
| RBL | \$ 89,738 | \$ 63,354 | \$ 45,831 | \$ 36,284 | \$ 43,507 |
| Term Debt | 70,000 | 70,000 | 70,000 | 70,000 | 70,000 |
| Asset Retirement Obligation | 49,716 | 49,716 | 49,716 | 49,716 | 49,716 |
| NON CURRENT LIABILITIES | \$ 209,454 | \$ 183,070 | \$ 165,547 | \$ 156,000 | \$ 163,223 |
| TOTAL LIABILITIES | \$ 219,612 | \$ 192,375 | \$ 178,421 | \$ 177,582 | \$ 177,426 |
| EQUITY | | | | | |
| Retained Earnings | \$ 47,223 | \$ 65,098 | \$ 82,551 | \$ 97,775 | \$ 119,438 |
| TOTAL EQUITY | \$ 47,223 | \$ 65,098 | \$ 82,551 | \$ 97,775 | \$ 119,438 |
| TOTAL LIABILITIES & EQUITY | \$ 266,834 | \$ 257,472 | \$ 260,972 | \$ 275,357 | \$ 296,864 |

¹ The above pro forma balance sheet assumes a mid-point TEV of Reorganized CEP of \$192.5 million for purposes of determining the fair value of the assets on the Effective Date.

a. Capital Structure

Reorganized CEP's estimated post-emergence capital structure is assumed to be effective beginning April 1, 2018 or shortly thereafter. The post-emergence capital structure assumes a \$105 million initial borrowing base under the Exit Credit Agreement, \$90 million of which is borrowed and outstanding as of the Effective Date ("Exit Facility"). The Financial Projections do not assume any redeterminations over the Projection Period. The commitments under the Exit Credit Agreement mature on the third anniversary of the Plan Effective Date; however, the Financial Projections assume the Exit Facility is refinanced by the *existing* lenders at maturity. If a third-party refinancing of all indebtedness under the Exit Facility occurs, a 1.5% success fee, calculated on the committed amount, is due to management (the Financial Projection do not factor payment of the success fee). The exit RBL facility bears interest at an annual rate of LIBOR plus 425 basis points with a LIBOR floor of 1.0%.

The post-emergence capital structure also assumes a \$70 million term loan, inclusive of \$15 million of outstanding principal under the DIP Credit Agreement as of the Effective Date. The term loan matures on the third anniversary of the Plan Effective Date; however, the Financial Projections assume the term loan is refinanced by the *existing* lenders at maturity. If a third-party refinancing of all indebtedness under the term loan occurs, a 1.5% success fee, calculated on the committed amount, is due to management (the Financial Projection do not factor payment of the success fee). The term loan bears interest at an annual rate of LIBOR plus 750 basis points with a LIBOR floor of 1.0%.

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V. REORGANIZED CEP PRO FORMA INCOME STATEMENT FOR THE PERIODS ENDING DECEMBER 31, 2018 THROUGH DECEMBER 31, 2022²

(\$ in thousands)

| | FY | | | | |
|--|-------------------|-------------------|------------------|------------------|-------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| REALIZED PRICING | | | | | |
| Natural Gas (\$/Mcf) | \$ 2.99 | \$ 2.88 | \$ 2.86 | \$ 2.88 | \$ 2.89 |
| Oil and Condensate (\$/Bbl) | \$ 55.15 | \$ 51.74 | \$ 49.78 | \$ 48.70 | \$ 47.59 |
| CONSOLIDATED INCOME STATEMENT | | | | | |
| NET PRODUCTION | | | | | |
| Crude Oil (MBbls) | 698 | 850 | 891 | 758 | 907 |
| Natural Gas (MMcf) | 20,820 | 21,561 | 19,131 | 18,452 | 22,101 |
| TOTAL NET PRODUCTION (MMcfe) | 25,009 | 26,658 | 24,474 | 23,001 | 27,542 |
| Daily Rate (MMcfe/d) | 69 | 73 | 67 | 63 | 75 |
| % Gas | 83% | 81% | 78% | 80% | 80% |
| NET REVENUE | | | | | |
| Crude Oil Revenue | \$ 38,454 | \$ 43,947 | \$ 44,333 | \$ 36,938 | \$ 43,125 |
| Natural Gas | 62,221 | 61,935 | 54,652 | 53,103 | 63,786 |
| ORRI | 91 | 360 | 358 | 401 | 594 |
| Realized Hedges | (348) | - | - | - | - |
| TOTAL NET REVENUE | \$ 100,418 | \$ 106,241 | \$ 99,343 | \$ 90,441 | \$ 107,505 |
| NET OPERATING EXPENSES | | | | | |
| LOE | \$ 20,160 | \$ 20,975 | \$ 19,853 | \$ 17,506 | \$ 18,811 |
| Insurance | 5,002 | 5,332 | 4,895 | 4,600 | 5,508 |
| Workovers | 1,250 | 1,333 | 1,224 | 1,150 | 1,377 |
| Production Taxes | 3,246 | 3,045 | 3,413 | 2,755 | 2,763 |
| G&A | 12,970 | 12,636 | 11,667 | 11,012 | 13,029 |
| DD&A | 31,261 | 33,323 | 30,593 | 28,751 | 34,427 |
| Restructuring | 10,773 | - | - | - | - |
| TOTAL NET OPERATING EXPENSES | \$ 84,663 | \$ 76,644 | \$ 71,644 | \$ 65,774 | \$ 75,916 |
| INCOME / (LOSS) FROM OPERATIONS | \$ 15,755 | \$ 29,598 | \$ 27,699 | \$ 24,667 | \$ 31,589 |
| Interest (Income) Expense | 9,419 | 11,723 | 10,246 | 9,443 | 9,925 |
| NET INCOME | \$ 6,336 | \$ 17,875 | \$ 17,453 | \$ 15,224 | \$ 21,664 |
| EBITDA | | | | | |
| Net Income | \$ 6,336 | \$ 17,875 | \$ 17,453 | \$ 15,224 | \$ 21,664 |
| + / (-) Interest (Income) Expense | 9,419 | 11,723 | 10,246 | 9,443 | 9,925 |
| + DD&A | 31,261 | 33,323 | 30,593 | 28,751 | 34,427 |
| + Restructuring Charges | 10,773 | - | - | - | - |
| EBITDA | \$ 57,789 | \$ 62,920 | \$ 58,292 | \$ 53,418 | \$ 66,016 |
| <i>EBITDA \$ / Mcfe</i> | <i>\$ 2.31</i> | <i>\$ 2.36</i> | <i>\$ 2.38</i> | <i>\$ 2.32</i> | <i>\$ 2.40</i> |
| LTM EBITDA | \$ 57,789 | \$ 62,920 | \$ 58,292 | \$ 53,418 | \$ 66,016 |

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² Period ended December 31, 2018 inclusive of Q1 2018 results for trending / comparison purposes.

Financial Projection Assumptions:**a. Revenue**

Total revenue includes production revenue generated from the exploration for and development, production, gathering and sale of oil, natural gas and natural gas liquids. The production forecast assumes Reorganized CEP retains and develops approximately 50% to 75% of its existing working interests in oil and gas properties, as discussed above. The price forecast incorporates December 1, 2017 NYMEX strip pricing, net of differentials associated with gathering and transportation expenses.

b. Lease Operating Expenses

Lease operating expenses (“LOE”) for Reorganized CEP’s reserves are forecasted at the well level and are expected to range from approximately \$0.70 to \$0.80 per Mcfe over the Projection Period.

c. Severance & Ad Valorem Taxes

Severance & ad valorem taxes are forecasted at the well level based on tax rates applicable in the jurisdiction of production.

d. Shared Services Agreement

G&A expense is assumed to be incurred as part of the management fee paid under the Shared Services Agreement. As discussed in the Disclosure Statement, the post-emergence management fee is assumed to be \$15 million annually, or \$1.250 million per month on a cash basis for the period April 1, 2018 through December 31, 2018.³ Beginning January 1, 2019, the management fee is assumed to be \$0.56 per Mcfe for the remainder of the Projection Period, provided that the annual fee shall not be less than \$10 million and shall not exceed \$17.5 million. In addition to the management fee, the Financial Projections assume \$1 million in annual approved third-party G&A expenses related to payment of ordinary course audit, tax and other professionals, as well as other miscellaneous charges. The Financial Projections assume 20% of total G&A expenses is capitalized annually.

e. Restructuring

The incurrence of restructuring charges is assumed to end upon emergence and thus do not impact the Financial Projections. The aggregate impact of restructuring charges for the first quarter of 2018 are captured in the pro forma opening cash balance and outstanding amounts drawn under the DIP Credit Agreement at April 1, 2018.

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³ For the first quarter of 2018, prior to emergence, the management fee is assumed to be \$1.458 million per month on a cash basis.

VI. REORGANIZED CEP PRO FORMA STATEMENT OF CASH FLOWS FOR THE PERIODS ENDING DECEMBER 31, 2018 THROUGH DECEMBER 31, 2022⁴

(\$ in thousands)

| | FY | | | | |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| CONSOLIDATED STATEMENT OF CASH FLOWS | | | | | |
| CASH FLOW FROM OPERATING ACTIVITIES | | | | | |
| Net Income / (Loss) | \$ 10,912 | \$ 17,875 | \$ 17,453 | \$ 15,224 | \$ 21,664 |
| Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities: | | | | | |
| DD&A | \$ 23,579 | \$ 33,323 | \$ 30,593 | \$ 28,751 | \$ 34,427 |
| Net Change in Operating Assets and Liabilities: | | | | | |
| Accounts Receivable, Net | \$ (4,435) | \$ 666 | \$ 1,519 | \$ 313 | \$ (3,223) |
| Accounts Payable | 1,031 | 69 | (270) | (92) | 198 |
| Accrued Liabilities | 1,176 | (184) | (236) | (73) | 256 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | \$ 32,264 | \$ 51,748 | \$ 49,060 | \$ 44,123 | \$ 53,322 |
| CASH FLOW FROM INVESTING ACTIVITIES | | | | | |
| Capital Expenditures | \$ (23,412) | \$ (22,206) | \$ (28,620) | \$ (31,822) | \$ (57,287) |
| Capitalized G&A | (2,400) | (3,159) | (2,917) | (2,753) | (3,257) |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | \$ (25,812) | \$ (25,365) | \$ (31,537) | \$ (34,575) | \$ (60,544) |
| CASH FLOW FROM FINANCING ACTIVITIES | | | | | |
| RBL | \$ (262) | \$ (26,383) | \$ (17,523) | \$ (9,547) | \$ 7,223 |
| Term Debt | - | - | - | - | - |
| NET CASH PROVIDED BY FINANCING ACTIVITIES | \$ (262) | \$ (26,383) | \$ (17,523) | \$ (9,547) | \$ 7,223 |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD | \$ 3,811 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| CHANGE IN CASH FROM NET ACTIVITIES | 6,189 | - | - | - | (0) |
| CASH AND CASH EQUIVALENTS AT END OF PERIOD | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |

⁴ Period ended December 31, 2018 only inclusive of post-emergence cash flow.

Exhibit G

Liquidation Analysis

Exhibit G

Liquidation Analysis

1) Introduction

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that the Bankruptcy Court find, as a condition to confirmation of the Plan, that each Holder of a Claim or Interest in each Impaired Class: (i) has accepted the Plan; or (ii) will receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the amount that such Person would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. In order to make these findings, the Bankruptcy Court must: (1) estimate the cash proceeds (the “**Liquidation Proceeds**”) that a chapter 7 trustee (a “**Trustee**”) would generate if each Debtor’s chapter 11 case were converted to a chapter 7 case on the Effective Date and the assets of such Debtor’s Estate were liquidated; (2) determine the distribution (the “**Liquidation Distribution**”) that each Holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7; and (3) compare each Holder’s Liquidation Distribution to the distribution under the Plan (“**Plan Distribution**”) that such Holder would receive if the Plan were confirmed and consummated. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan and Disclosure Statement. This analysis (the “**Liquidation Analysis**”) is based upon certain assumptions discussed herein and in the Disclosure Statement, to which it is attached as **Exhibit G**.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REFLECTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THE RECOVERIES SHOWN DO NOT CONTEMPLATE A SALE OR SALES OF THE DEBTORS’ ASSETS ON A GOING CONCERN BASIS. WHILE THE DEBTORS MAKE NO ASSURANCES, IT IS POSSIBLE THAT PROCEEDS RECEIVED FROM SUCH GOING CONCERN SALE(S) WOULD BE MORE THAN IN THE HYPOTHETICAL LIQUIDATION, THE COSTS ASSOCIATED WITH THE SALE(S) WOULD BE LESS, FEWER CLAIMS WOULD BE ASSERTED AGAINST THE BANKRUPTCY ESTATES AND/OR CERTAIN ORDINARY COURSE CLAIMS WOULD BE ASSUMED BY THE BUYER(S).

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION BY THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN, OR A TRUSTEE’S ABILITY TO ACHIEVE FORECASTED RESULTS. IF THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of significant estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. Inevitably, some assumptions in the Liquidation Analysis would likely not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in a chapter 7 liquidation, including but not limited to the uncertainty of the oil and gas pricing environment, as well as those risk factors detailed in the Disclosure Statement and related exhibits. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors' assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by independent accountants and was not prepared to comply with GAAP or SEC reporting requirements.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' unaudited financial statements to account for estimated liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the chapter 11 cases, but which could be asserted and Allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Expense Claims, and chapter 7 Administrative Expense Claims, such as wind down costs and trustee fees. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including for determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

2) Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about April 1, 2018 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of April 1, 2018, utilizing the September 30, 2017 balance sheet and projected results of operations and cash flow over the projection period to the assumed emergence date of April 1, 2018, which the Debtors assume to be a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis, and summarized into a consolidated report.

The Liquidation Analysis represents an estimate of recovery values and percentages based upon a hypothetical liquidation if a Trustee were appointed by the Bankruptcy Court to convert assets into cash. The determination of the hypothetical Liquidation Proceeds from the liquidation of assets is a highly uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by management and their advisors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. This Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The cessation of business in a liquidation is likely to trigger certain Claims and funding requirements that otherwise would not exist under the Plan absent a liquidation. Examples of these kinds of Claims include new bonding, cash collateral or letters of credit for plugging and abandonment (“**P&A**”) related liabilities, and executory contracts and unexpired lease rejection damages, in addition to other Claims. Some of these Claims and funding obligations could be significant and could be entitled to administrative or priority status or recoupment rights that could affect payment from liquidation proceeds. The most significant of these amounts for the Debtors could be the (i) P&A and surety bond liabilities associated with the offshore nature of the Debtors’ operations, resulting from actions taken by BOEM and BSEE or the State of Louisiana in connection with a liquidation and/or (ii) third party working interest owners making claims to rights under joint operating agreements with respect to the Debtors’ interests in its Assets.

No recovery or related litigation costs have been attributed to any potential avoidance actions under the Bankruptcy Code, including potential preferences or fraudulent transfer actions due to, among other issues, the cost of such litigation, the uncertainty of the outcome, and anticipated disputes regarding these matters.

The Debtors have assumed that their liquidation would occur over an approximate three-month period to efficiently and effectively monetize substantially all the Debtors’ assets on the consolidated balance sheet and administer and wind-down the Estates. The Liquidation Analysis assumes an effective date for the sale of income producing assets as of July 1, 2018.

In an actual liquidation, the process and length of wind-down could be materially longer and more expensive than the amounts assumed herein and thereby significantly reduce the actual recoveries relative to the estimated amounts shown herein. For example, the potential for priority, contingent and other Claims, litigation, rejection costs and the final determination of Allowed Claims could substantially impact both the timing and amount of the distribution of the liquidation proceeds to the Debtors’ creditors. Also, in the context of a liquidation there would likely be a myriad of potential setoff Claims and exercise of recoupment rights, particularly with respect to joint interest billings that would take time to reconcile and resolve and could affect the value of the Debtors’ Assets. Finally, it is possible that in a liquidation the Prepetition Agent and the DIP Agent could seek relief from the automatic stay to enforce their Lien rights outside of the Bankruptcy Court. Accordingly, there can be no assurance that the values reflected in the Liquidation Analysis would be realized if the Debtors were in fact to undergo such a liquidation, and the actual amounts received could be materially different (including materially less) than the amounts shown herein.

Fee Claims, Trustee Fees, Administrative Expense Claims, and other such Claims that may arise in a liquidation scenario would have to be paid in full from the liquidation proceeds prior to proceeds being made available for distribution to Holders of General Unsecured Claims. Under the orders of the Bankruptcy Court (particularly the DIP Orders), and the distribution rules established under Section 725 (regarding distribution of collateral to holders of secured claims) and 726 of the Bankruptcy Code (and related provisions referred to therein, including Sections 503 and 507) priorities of distribution are created that are incorporated into this Liquidation Analysis (“Distribution Scheme”).

The Liquidation Analysis does not include estimates for the tax consequences, both Federal and state, that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

The Liquidation Analysis does not include estimates for proceeds related to ongoing litigation to which the Debtors are parties or possible future litigation. In certain instances, proceeds from favorable outcomes in litigation are pledged as collateral securing payment of the DIP Claims and/or the RBL Claims. Given the contingent and uncertain nature of litigation outcomes in the Debtors' favor, the Liquidation Analysis assumes the value of proceeds from damages Claims of the Debtors in litigation to be undetermined as of the Liquidation Date. All rights of the Debtors are reserved with respect to any Retained Actions.

3) Liquidation Process

The Debtors' liquidation would be conducted in a chapter 7 environment with the Trustee managing the bankruptcy Estate to maximize recovery in an efficient and expedited process. Assuming there is insufficient liquidity or access to capital, the Trustee's initial step would be to develop a liquidation plan to generate proceeds from the sale of the Debtors' assets for distribution to creditors. The major components of the liquidation are as follows:

- a) generation of cash proceeds from asset sales (possible abandonment of properties from the Estate are not assumed in the Liquidation Analysis);
- b) payment of costs related to the liquidation; and
- c) distribution of net proceeds, if any, to claimants.

It is assumed the appointed Trustee would retain (at least) lawyers, and perhaps financial advisors and investment bankers to assist in the liquidation. This Liquidation Analysis further assumes the assets are marketed on an accelerated timeline and the sale transactions are consummated within three months from the Liquidation Date. Asset values in the liquidation process are assumed to be driven by, among other things: (a) the accelerated time frame in which the assets are marketed and sold; (b) negative working interest owner and vendor reaction; (c) forward commodity price curves; and (d) the general forced nature of the sale. The Liquidation Analysis assumes a buyer of the Debtors' Assets would rely on the value of the Assets as of April 1, 2018. Any changes in the underlying value of the Assets between April 1, 2018 and final closing of a transaction consummating the sale of some or all the Debtors' Assets would be treated as a post-closing adjustment to the purchase price either in favor of the Estate or the buyer depending on the change in Asset value.

a) Generation of Cash Proceeds from Asset Sales

The Liquidation Analysis process begins by determining the amounts of proceeds that would be generated from a hypothetical chapter 7 liquidation. The Trustee would be required to:

- Sell or otherwise monetize the assets owned by the Debtors to one or multiple buyers, which may occur pursuant to sales of Asset groups or on a piecemeal basis;

- Determine the amount of net proceeds generated during the period from conversion to sale closing;
- Reconcile each Class of Claims asserted against the Estate to determine the amount of Allowed Claims per Class; and
- Distribute net cash proceeds generated from the sale of all the Debtors' Assets in accordance with the Distribution Scheme.

b) Costs to Liquidate the Business and Administer the Estate Under Chapter 7 (Liquidation Adjustments)

The gross amount of cash available in the liquidation would be the sum of proceeds from the disposition of the Debtors' assets and cash held by the Debtors at the time of the commencement of the chapter 7 cases. This amount would be adjusted by the following cash sources and uses:

- Three months of management fees to the non-Debtor management company, after the Liquidation Date;
- Trustee, professional, and other administrative fees; and
- Revenue and royalty interest payments that are not property of the Estate, including amounts owed to third-party revenue and royalty interest holders and advances for expenses paid on behalf of working interest owners under joint operating agreements, (necessary to maintain Asset values).

c) Distribution of Net Proceeds to Claimants

Any available net proceeds would be allocated to Holders of Claims in priority according to section 726 of the Bankruptcy Code:

- Superpriority Carve-Out Claims – include fees paid to the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Allowed Professional Fees (as defined in the DIP Orders);
- DIP Superpriority Claims – include Claims under the DIP Credit Agreement, including accrued and unpaid principal and interest, and out of the money hedge obligations as of the Liquidation Date;
- Superpriority Adequate Protection Claims – include Claims attributed to diminution in the value of collateral of Prepetition Secured Parties (as defined in the DIP Orders);
- RBL Claims – include Claims arising under the Debtors' Senior Secured RBL Credit Facility (including the Secured and Unsecured portions of the RBL Claims);
- Chapter 11 Administrative Expense & Priority Claims – include Claims for post-petition accounts payable, post-petition accrued expenses, claims arising out of joint

interest billings, claims arising under section 503(b)(9) of the Bankruptcy Code, and certain unsecured claims entitled to priority under section 507 of the Bankruptcy Code. Any Claims against individual Debtors for which there are production revenues owed to individual Debtors by working interest partners have been setoff by the amount of production revenues – see Section T. below;

- General Unsecured Claims – include the deficiency Claim associated with RBL Claims, prepetition trade Claims, and certain contingent and / or Disputed Claims;
- Section 510(B) Claims – include claims, if any, subject to mandatory subordination pursuant to section 510(b) of the Bankruptcy Code; and
- Equity Interests in Castex 2005 – include Equity Interests in Castex 2005.

4) Conclusion

The Debtors have determined, as summarized in the following analysis, upon the Effective Date, the Plan will provide all Holders of Allowed Claims and Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code, and as such believe that the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

Summary of Net Liquidation Proceeds Available for Distribution

| (\$ in 000s) | Notes | Total Castex Debtors | | |
|----------------------------|-------|----------------------|------------|------------|
| | | Low | Midpoint | High |
| Gross Liquidation Proceeds | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Less Liquidation Expenses | | \$ 147,484 | \$ 153,171 | \$ 158,857 |

| | | | | |
|--|--|-------------------|-------------------|-------------------|
| Net Liquidation Proceeds Available for Distribution | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
|--|--|-------------------|-------------------|-------------------|

| | Notes | Est. Claims | | |
|---|-------|-------------|------------|------------|
| Prioritized Creditors | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| DI Prioritized Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Prioritized Defective Protection Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Total Initial Defective Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Prioritized Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims Other Rec'd Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims Prioritized Cont'd Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims RB Rec'd Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims General Rec'd Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims Intercompany Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims Section 541B Claims | | \$ 147,484 | \$ 153,171 | \$ 158,857 |
| Claims of Interest in Certain Assets | | TBD | | |

Notes to Summary of Net Liquidation Proceeds Available for Distribution

Recovery of deconsolidated liquidation proceeds for the Debtor.

Based on midpoint of the Claims as provided in the Petition for the Debtor.

Order of RB Rec'd Claims as provided under the DI Order of the Debtor.

The recovery percentage represents recovery on total RB Claims or proceeds of the liquidation on the RB Claims.

Have been reduced in amount due to account for the Defective Protection Claims and due to Rec'd Claims.

The included RB Deficiency Claims and contingent and/or Disputed Claims do not include potential reaction of the Claims or alleged Claims or referred Unit Order.

The Liquidation Analysis should be reviewed with the accompanying “Specific Notes to the Liquidation Analysis” set forth on the following pages. The following tables reflect the rollup of the deconsolidated liquidation analyses for the Debtors and their non-Debtor affiliates.

(\$ in 000s)

| (\$ in 000s) | | Consolidated Debtors | | | Potential Recovery | | | | | | |
|--|-------|----------------------|-------------------|-------------------|--------------------|---------------------|-------------|-------------------|----------------------|-------------------|--|
| | | 9/30/2017 | | 4/1/2018 | | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | Adjustments / | | | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High | |
| Gross Liquidation Proceeds: | | | | | | | | | | | |
| Current Assets | | | | | | | | | | | |
| Incurred Costs | | | | | | | | | | | |
| Onshore Oil & Gas Account Receivable | | | | | | | | | | | |
| Onshore Oil & Gas Account Receivable | | | | | | | | | | | |
| IB Receivable | | | | | | | | | | | |
| Account Receivable | B | | | | | | | | | | |
| Prepaid Pension & Other Current Asset | C | | | | | | | | | | |
| Note Receivable Short-Term | D | | | | | | | | | | |
| Total Current Asset | | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | | |
| Oil & Gas Property Cost Method | | | | | | | | | | | |
| Depleted Property | | | | | | | | | | | |
| Undepleted Property | | | | | | | | | | | |
| Oil & Gas Property | | | | | | | | | | | |
| Total Property & Equipment, Net | | | | | | | | | | | |
| Other Assets | | | | | | | | | | | |
| Investment in Affiliate | | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | | |
| Other Non-Current Asset | G | | | | | | | | | | |
| Total Other Asset | | | | | | | | | | | |
| Total Assets | | \$ 441,828 | \$ (6,330) | \$ 444,236 | 37% | 38% | 40% | \$ 164,382 | \$ 170,478 | \$ 176,574 | |
| | | | | | Rates | | | | | | |
| | | | | | Low | Midpoint | High | | | | |
| Cost of Conversion Costs | | | | | | | | | | | |
| Cost of Conversion Provision | I | | | | | | | | | | |
| Cost of Trustee Fee | | | | | | | | | | | |
| Other Trustee Fee | | | | | | | | | | | |
| Retention Interest & Royalty Payment | | | | | | | | | | | |
| Total Liquidation Adjustment | | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | \$ 147,484 | \$ 153,171 | \$ 158,857 | |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

| | | Claims | | | % Recovery | | | \$ Recovery | | |
|--|---|--------|----------|------|------------|----------|------|-------------|----------|------|
| | | Low | Midpoint | High | Low | Midpoint | High | Low | Midpoint | High |
| Net Proceeds Available for Distribution | | | | | | | | | | |
| Administrative Expense / Recoupment Claims | | | | | | | | | | |
| Priority Claims | | | | | | | | | | |
| Proceeds Encumbered by Secured Claims | M | | | | | | | | | |
| Proceeds Encumbered by Secured Claims | | | | | | | | | | |
| Less: Superpriority Carve-Out Claims | O | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: DIP Superpriority Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Superpriority Adequate Protection Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 1 Other Secured Claims | R | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 3 RBL Secured Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Proceeds Encumbered by Set-Asides | | | | | | | | | | |
| Adjusted Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Administrative Claims / Vendor Expenses | | | | | | | | | | |
| Remaining On-Balance Claims / Set-Asides | | | | | | | | | | |
| Recoupment Claims | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Priority Tax Claims | | | | | | | | | | |
| Class 1 Priority Contingent Claims | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | T | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 4 General Unsecured Claims | | | | | | | | | | |
| RB Deficiency Claims | | | | | | | | | | |
| Other General Unsecured Claims / Management Fee | | | | | | | | | | |
| Contingent Claims | | | | | | | | | | |
| Other General Unsecured Claims | | | | | | | | | | |
| Total: General Unsecured Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 5 Intercompany Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 6 Section 510(B) Claims | | | | | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |
| Less: Class 7 Equity Interests in Castex 2005 | | TBD | TBD | TBD | | | | | | |
| Remaining Amount Available for Distribution | | | | | | | | | | |

Specific Notes to the Liquidation Analysis

Gross Liquidation Proceeds

A. Cash

Cash at the Debtors is based on cash balances as of September 30, 2017, adjusted for the projected change in cash from September 30, 2017 to the Liquidation Date. All of the Debtors' cash is encumbered and the projected cash and equivalents on hand at the Liquidation Date are considered to be recoverable at 100%.

B. Accounts Receivable

Accounts Receivable balances are based on the projected balances as of the Liquidation Date. The Debtors' recoverability of accounts receivable has been reduced by any setoff and recoupment rights pursuant to joint operating agreements. The Liquidation Analysis assumes that efforts to recover Accounts Receivable will lead to recoveries between 57% and 60%, after accounting for setoff and recoupment amounts owed by and among the Debtors, and other non-debtor and third-party operators and working interest owners. Accounts Receivable includes the following categories:

- Offshore Oil & Gas Accounts Receivable – include COI's recovery of operated revenue owed from third-party marketers. Non-operated revenue owed to COI from third-party operators is assumed to be setoff or recouped against expenses owed by COI to third-party operators. Additionally, the Liquidation Analysis assumes COI offsets or recoups \$1.84 million in revenue Accounts Receivable owed to CEP against joint interest billings payable due to COI from CEP. As a result, the Liquidation Analysis assumes CEP recovers \$0.96 million in revenue Accounts Receivable owed from COI (amounts owed to CEP from COI were in excess of JIB receivables held by COI), and the Liquidation Analysis assumes COI recovers \$7.96 million in revenue Accounts Receivable owed from third-party marketers.
- Onshore Oil & Gas Accounts Receivable – this category of Accounts Receivable relates to CEP's net revenue interest ownership in onshore leases. The Liquidation Analysis assumes, as of the Liquidation Date, CEP owes more in onshore joint interest billing payables than it is owed in revenue Accounts Receivable from onshore operators. As a result of setoff and recoupment rights granted pursuant to the Debtors' joint operating agreements, the Liquidation Analysis assumes no recovery for this category of Accounts Receivable.
- JIB Receivables – include amounts owed to COI on account of operated properties for payments to third-party vendors made on behalf of working interest owners under joint operating agreements. The Liquidation Analysis assumes COI recovers \$6.20 million in JIB Receivables from third-party working interest owners. Amounts owed from CEP to COI are assumed to be setoff or recouped as discussed above.

C. Prepaid Expenses and Other Current Assets

The Liquidation Analysis assumes there are no prepaid expenses as of the Liquidation Date. The Debtors' offshore operator currently owes a third-party revenue interest owner, with whom it has a Claim against in an unrelated chapter 11 case, revenue under a joint operating agreement. This revenue held in suspense is reclassified from the Debtors' cash balance to Other Current Assets and is applied as a recovery on the revenue interest owner's Claim.

D. Note Receivable – Short-Term

The Debtors currently own a 51.75% Equity Interest in non-debtor affiliate Castex LaFourche, L.P. ("**LaFourche**"). LaFourche is entitled to royalty payments associated with oil and gas production on land in Louisiana. As of September 30, 2017, LaFourche owed the Debtors \$3.46 million in the form of a short-term promissory note (the "**LaFourche Note**"). To assess the recovery of the LaFourche Note, the Liquidation Analysis assumes the reserves associated with LaFourche's royalty ownership is monetized over the same period as the Debtors' assets are sold or monetized. The Liquidation Analysis assumes the present value of LaFourche's royalty interest ranges between \$0.47 million and \$0.52 million on proved developed producing reserves ("**PDP**"). Following an assumed liquidation of the LaFourche assets, the Liquidation Analysis assumes the Debtors would receive a recovery of between 10% and 11% on the LaFourche Note, and no value on account of its 51.75% Equity Interest in LaFourche.

E. Oil and Gas Properties

The Liquidation Analysis assumes the Trustee sells or otherwise monetizes the reserves owned by the Debtors over a three-month period. The estimated values realized for such assets reflect, among other things, the following factors:

- long-term supply and demand fundamentals for oil and natural gas;
- projected oil and natural gas prices;
- production and operating performance for each asset;
- operating and maintenance costs for each asset; and
- capital and environmental expenditure requirements, among other factors.

The liquidation value for the Debtors' reserves is based on a range of discount factors on PDP reserves valued as of April 1, 2018. The Debtors' estimated PDP reserve values as of April 1, 2018 were based on a roll-forward of both the Debtors' internal reserve report and the reserve report prepared by Cawley, Gillespie & Associates, Inc. ("**CGA**") as of July 1, 2017.

PDP reserves are viewed as having higher realizable values than other proved reserves—proved developed not producing ("**PDNP**") and proved undeveloped reserves ("**PUD**")—which have been excluded from the Liquidation Analysis. While PDNP, PUD, possible, and probable reserves along with unevaluated properties are valuable assets and represent a portion of the Debtors' going concern value, the Liquidation Analysis assumes these assets will provide no recovery in a chapter 7 liquidation. This is often due to the higher risk of converting these reserves to proved producing

reserves, the reliance on the unique geological and technical knowledge of the seller, and material amounts of capital that a buyer would need to fund to convert to producing reserves. Therefore, in a liquidation, it is assumed buyers would not ascribe value to these reserve categories.

In the context of a liquidation, due to the appointment of a Trustee and the Debtors' assumed insufficient liquidity and access to capital to maintain, develop, or expand production and future reserves, sale values of oil and gas assets will be depressed. The Liquidation Analysis assumes an overall recovery range between 35% and 38% on the book value of the Debtors' oil and gas properties.

F. Investment in Affiliates

In addition to CEP's ownership interest in LaFourche (discussed above, no recovery assumed in the Liquidation Analysis), CEP also owns a 26.625% interest in CTS-Castex, LLC ("**CTS-Castex**"). CTS-Castex holds proprietary 3-D seismic data covering approximately 435 square miles off the coast of Terrebone Parish in the Gulf of Mexico. The Debtors do not have the right to license or sell the seismic data owned by CTS-Castex, but do have the right to their share of fees associated with licensing the data. One of Debtors' equity partners in CTS-Castex has the exclusive right to market the seismic data, with the marketing of seismic licenses to begin in 2024. Given the limited marketability of this asset, the Liquidation Analysis assumes the Trustee would be able to monetize the investment in CTS-Castex for between zero and \$0.20 million, representing an assumed recovery range to the Debtors' investment of between 0% and 2%.

G. Other Non-Current Assets

As part of several transactions involving Castex 2005 and certain non-Debtor affiliates in 2014, Castex 2005 received a Series B Unit in the non-Debtor affiliate Castex Energy 2014, LLC ("**Castex 2014**"). As part of the going concern valuation undertaken by the Debtors' financial advisor, the unrisks cash flows to the Castex 2014 Series B Unit were projected and then discounted to arrive at a value of the Series B Unit as of April 1, 2018. The Liquidation Analysis assumes the value of the Series B Unit at April 1, 2018 to range from zero to \$1.00 million.

Liquidation Adjustments

H. Post Conversion Cash Flow

The Liquidation Analysis assumes the effective date for the sale of the Debtors' oil and gas assets is April 1, 2018. During the three-month assumed wind-down period, the Liquidation Analysis assumes the Debtors would continue to pay its monthly management fee to the non-Debtor management company, which employs the administrative workforce who provide services for the Debtors that would still be required during the asset marketing and sale process.

Because the Debtors' oil and gas assets were valued as of April 1, 2018, the Liquidation Analysis assumes any cash flow generated from the sale of oil and gas reserves over the three-month asset marketing and sale process will accrue to the buyer of such assets as a post-closing adjustment to the purchase price either in favor of the Estate or the buyer.

I. Post Conversion Professional Fees

The DIP Orders provides for up to \$0.75 million in Allowed Professional Fees of Estate Professionals incurred on or after the first business day following conversion to a chapter 7 liquidation. The Liquidation Analysis assumes the total Allowed amount would be spent during the asset monetization period.

J. Chapter 7 Trustee Fees

Section 326 of the Bankruptcy Code provides for Trustee fees not to exceed 3% of distributable proceeds in excess of \$1.00 million. It is assumed the appointed Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. The Liquidation Analysis, therefore, assumes the Trustee fees would be 3% of gross distributable proceeds.

K. Other Trustee Fees

Pursuant to the DIP Orders, the Liquidation Analysis assumes all reasonable expenses up to \$0.075 million incurred by a trustee under section 726(b) of the Bankruptcy Code would be paid out of gross distributable proceeds.

L. Revenue and Royalty Interest Payments

Include pre-conversion amounts owed to third-party revenue and royalty interest holders, and imbalance payments paid to revenue interest partners. Pre-conversion revenue interest owed to CEP from COI is assumed to be setoff or recouped against joint interest billing payables owed to COI (as discussed above).

Net Liquidation Proceeds Available for Distribution

As a result of the proposed gross proceeds and Liquidation Adjustments discussed above, the Liquidation Analysis posits a range of between \$147.48 million and \$158.85 million in net liquidation proceeds available for distribution. These amounts have been further reduced for certain Administrative Expense Claims of \$6.06 million, as discussed below in Section T. The Net Liquidation Proceeds Available for Distribution are divided between Proceeds Encumbered by Secured Claims and Proceeds Unencumbered by Secured Claims, as discussed below.

M. Proceeds Encumbered by Secured Claims

The Liquidation Analysis posits a range of between \$138.65 million and \$148.69 million in Proceeds Encumbered by Secured Claims. These amounts have been adjusted by Proceeds Unencumbered by Secured Claims (discussed below) and Allowed Administrative Expense Claims as of the Liquidation Date, which are net of revenue setoff amounts.

N. Proceeds Unencumbered by Secured Claims

The Liquidation Analysis posits that there would be between \$2.75 million and \$4.09 million of unencumbered assets available for distribution as of the Liquidation Date. The Debtors Unencumbered Assets consist of the following:

- The Debtors' ownership in one onshore lease with PDP reserves as of the Liquidation Date. The Liquidation Analysis assumes a range of discounted values of the PDP reserves associated with this unencumbered lease between \$2.94 million and \$3.14 million as of the Liquidation Date, before Pro Rata allocation of liquidation costs discussed above (i.e., trustee fees, post-conversion cash flow, etc.). The Liquidation Analysis assumes proceeds from selling this asset in a liquidation would be distributed first Pro Rata to Holders of Superpriority DIP Claims, then Pro Rata to Holders of Superpriority Adequate Protection Claims, then Pro Rata to Holders of Administrative Expense Claims, and then Pro Rata to Holders of General Unsecured Claims;
- The Debtors 26.625% interest in CTS-Castex, which the Liquidation Analysis posits would be valued between zero and \$0.20 million as of the Liquidation Date. The Liquidation Analysis assumes proceeds from selling this asset in a liquidation would be distributed first Pro Rata to Holders of Superpriority DIP Claims, then Pro Rata to Holders of Superpriority Adequate Protection Claims, then Pro Rata to Holders of Administrative Expense Claims, and then to Holders of General Unsecured Claims; and
- Castex 2005's Equity Interest in the Castex 2014 Series B Unit, which the Liquidation Analysis posits would be valued between zero and \$1.00 million as of the Liquidation Date. Pursuant to the DIP Orders, Castex 2005's Equity Interest in the Castex 2014 Series B Unit constitutes DIP Collateral. Further, pursuant to the Final DIP Order, the last collateral to be liquidated or otherwise taken in satisfaction of Superpriority DIP Claims shall be DIP Collateral that is the previously unencumbered property, as of the petition date, of Castex 2005 (including the Castex 2014 Series B Unit). All remaining proceeds would then be distributed Pro Rata to Holders of Superpriority Adequate Protection Claims, then Pro Rata to Holders of Administrative Expense Claims, and then Pro Rata to Holders of General Unsecured Claims.

Claims

O. Superpriority Carve-Out Claims

The DIP Orders grants superpriority status to chapter 11 Allowed Professional Fees incurred prior to notice of conversion to a chapter 7 liquidation for each professional retained by the court pursuant to sections 327, 328, or 363 of the Bankruptcy Code. The Liquidation Analysis assumes \$3.90 million in Superpriority Carve-Out Claims at the Liquidation Date and that the Liquidation Proceeds would be sufficient to satisfy 100% of the Superpriority Carveout Claims.

P. Superpriority DIP Claims

The DIP Orders grants superpriority status to Claims made pursuant to the Debtors' DIP Credit Agreement, which includes unpaid principal and interest, and out of the money hedge obligations as of the Liquidation Date. The Liquidation Analysis assumes \$15.18 million in Superpriority DIP Claims at the Liquidation Date and that the Liquidation Proceeds would be sufficient to satisfy 100% of the Superpriority DIP Claims.

Q. Superpriority Adequate Protection Claims

Pursuant to the DIP Orders, the Debtors have agreed to provide adequate protection to the RBL Secured Parties, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, of their interests in the Prepetition Collateral (as defined in the DIP Orders) in an amount equal to the aggregate Postpetition diminution in value of the applicable agent or secured party's interest in the Prepetition Collateral from and after the Petition Date. The Liquidation Analysis assumes no diminution in value between the Petition Date and the Liquidation Date. All rights of the RBL Lenders are reserved with respect to any Superpriority Adequate Protection Claims.

R. Class 1: Other Secured Claims

As discussed above, the Debtors have an asset for revenue held in suspense related to revenue owe to a third-party revenue interest owner with whom it has a Claim against in an unrelated chapter 11 case. The Liquidation Analysis posits that the liability associated with this revenue held in suspense would be treated as a Class 1 Claim and would receive 100% recovery as of the Liquidation Date.

S. RBL Claims

The Liquidation Analysis assumes that the RBL Claims are \$402.88 million as of Liquidation Date; however, for purposes of the Liquidation Analysis, RBL Claims have been reduced by \$4.27 million to account for postpetition adequate protection payments made to the Secured Lenders' Advisors. The Liquidation Analysis posits that the Liquidation Proceeds would cause the Holders of RBL Claims (as reduced) to recover between 31% and 33% of on account of such RBL Claims.

T. Administrative Expense Claims, Priority Claims, and Class 2: Priority Non-Tax Claims

As of the Liquidation Date, Administrative Expense Claims and/or rights of recoupment under JOAs consist of:

1. The Debtors' postpetition accrued and unpaid third-party vendor payables related to lease operating expenses, capital expenditures, and certain general and administrative expenses (for which it is assumed working interest owners have funded to COI for outstanding JIB receivables as of the Liquidation Date, as discussed in Section B. above);
2. The remaining portion of CEP's post-petition joint interest billings payables to onshore operators in excess of production revenues owed to CEP from these parties; and
3. Any recoupment claims asserted against CEP under onshore joint interest billing payables.

These amounts above are net of any offsets or recoupments owed by and among the Debtors, and other non-debtor and third-party operators. As a result, the Liquidation Analysis projects recovery of Administrative Expense Claims of 62%.

The Liquidation Analysis assumes there will be no Priority Tax Claims or Class 2 Claims as of the Liquidation Date.

U. Class 4: General Unsecured Claims

General Unsecured Claims consist of the RBL Deficiency Claim, prepetition general and administrative amounts payable, and contingent claims arising out of disputed amounts, some of which are subject to ongoing litigation. The Liquidation Analysis assumes there will be between \$290.56 million and \$301.93 million in General Unsecured Claims as of the Liquidation Date, based on the range of values of the RBL Deficiency Claim. The Liquidation Analysis posits that there would be no recovery for Class 4 Claims as of the Liquidation Date.

V. Class 5: Intercompany Claims

Class 5 Claims consists of Intercompany Claims. As of the Liquidation Date, there are no amounts owed between the Debtors.

W. Class 6: Section 510(b) Claims

Class 6 Claims consist of purported claims by preferred unitholders against Castex 2005 arising from the exercise of put rights, to the extent applicable law would recognize such rights as Claims (which the Debtors believe is not the case). The pro forma amount of such purported Class 6 claims as of the Liquidation Date is estimated to be \$80.93 million. If such parties are determined to be the Holders of Claims, the Debtors consider such Claims to be Class 6 Section 510(b) Claims, and therefore subordinated to Class 4 General Unsecured Claims. The Liquidation Analysis posits that there would be no recovery for alleged Class 6 Claims on the Liquidation Date.

X. Class 7: Equity Interests in Castex 2005

Class 7 Claims consist of Claims by common and preferred unitholders in Castex 2005 (which include subordinated Claims, if any). The Liquidation Analysis posits that there would be no recovery on account of the Holders of Class 7 Interests as of the Liquidation Date.

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries
Consolidated Debtors

(\$ in 000s)

| (\$ in 000s) | Consolidated Debtors | | | Potential Recovery | | | | | | | |
|---|----------------------|----------------|------------|--------------------|---------------------|-----|----------|----------------------|------------|------------|------|
| | | 9/30/2017 | | 4/1/2018 | Recovery Estimate % | | | Recovery Estimate \$ | | | |
| | | | | Adjustments / | | | | | | | |
| Assets | Notes | Net Book Value | | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | | |
| Current Assets | | | | | | | | | | | |
| Accounts Receivable | | | | | | | | | | | |
| Onshore Oil & Gas Accounts Receivable | | | | | | | | | | | |
| Onshore Oil & Gas Accounts Receivable | | | | | | | | | | | |
| IB Receivable | | | | | | | | | | | |
| Accounts Receivable | B | | | | | | | | | | |
| Prepaid Expenses & Other Current Assets | C | | | | | | | | | | |
| Other Receivable | D | | | | | | | | | | |
| Total Current Assets | | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | | |
| Oil & Gas Properties | | | | | | | | | | | |
| Other Property | | | | | | | | | | | |
| Oil & Gas Properties | | | | | | | | | | | |
| Total Property & Equipment, Net | | | | | | | | | | | |
| Other Assets | | | | | | | | | | | |
| Investment in Affiliate | | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | | |
| Other Non-Current Assets | G | | | | | | | | | | |
| Total Other Assets | | | | | | | | | | | |
| Total Assets | | \$ 441,828 | \$ (6,330) | \$ 444,236 | 37% | 38% | 40% | \$ 164,382 | \$ 170,478 | \$ 176,574 | |

Less: Liquidation Adjustments

| | Notes | Rates | | | | | | | | |
|--|-------|-------|----------|------|--|--|--|-------------------|-------------------|-------------------|
| | | Low | Midpoint | High | | | | | | |
| Cost of Conversion | | | | | | | | | | |
| Cost of Conversion | I | | | | | | | | | |
| Cost of Conversion | | | | | | | | | | |
| Other Trustee Fee | | | | | | | | | | |
| Other Trustee Fee | | | | | | | | | | |
| Retention Interest | | | | | | | | | | |
| Total Liquidation Adjustments | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | \$ 147,484 | \$ 153,171 | \$ 158,857 |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

| | Notes | Claims | | | % Recovery | | | \$ Recovery | | |
|--|-------|--------|----------|------|------------|----------|------|-------------|----------|------|
| | | Low | Midpoint | High | Low | Midpoint | High | Low | Midpoint | High |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| Administrative Expenses | | | | | | | | | | |
| Priorities | | | | | | | | | | |
| Proceeds | M | | | | | | | | | |
| Proceeds | | | | | | | | | | |
| Less: Superpriority Carve-Out Claims | O | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: DIP Superpriority Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Superpriority Adequate Protection Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 1 Other Secured Claims | R | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 3 RBL Secured Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Other Secured Claims | | | | | | | | | | |
| Other Secured Claims | | | | | | | | | | |
| Less: Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Administrative Expense | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Priorities | | | | | | | | | | |
| Other Priorities | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | T | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 4 General Unsecured Claims | | | | | | | | | | |
| Other General Unsecured Claims | | | | | | | | | | |
| Contingent Claims | | | | | | | | | | |
| Other General Unsecured Claims | | | | | | | | | | |
| Total: General Unsecured Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 5 Intercompany Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 6 Section 510(B) Claims | | | | | | | | | | |
| Revolving Credit | | | | | | | | | | |
| Less: Class 7 Equity Interests in Castex 2005 | | TBD | TBD | TBD | | | | | | |
| Revolving Credit | | | | | | | | | | |

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries

(\$ in 000s)

(\$ in 000s)

| | | Castex Energy II, LLC | | | Potential Recovery | | | | | |
|--|-------|-----------------------|----------|-----------------|---------------------|----------|------|----------------------|----------|------|
| | | 9/30/2017 | 4/1/2018 | | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | Adjustments / | | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | |
| Current Assets | | | | | | | | | | |
| Inventory | | | | | | | | | | |
| Accounts Receivable | | | | | | | | | | |
| Accounts Payable | | | | | | | | | | |
| Prepaid Expenses | | | | | | | | | | |
| Other Current Assets | | | | | | | | | | |
| Total Current Assets | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | |
| Land | | | | | | | | | | |
| Buildings | | | | | | | | | | |
| Equipment | | | | | | | | | | |
| Total Property & Equipment, Net | | | | | | | | | | |
| Other Assets | | | | | | | | | | |
| Intangible Assets | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | |
| Other Non-Current Assets | | | | | | | | | | |
| Total Other Assets | | | | | | | | | | |
| Total Assets | | - | - | - | 0% | 0% | 0% | - | - | - |
| | | | | | Rates | | | | | |
| | | | | | Low | Midpoint | High | | | |
| Less: Liquidation Adjustments | | | | | | | | | | |
| Concession | | | | | | | | | | |
| Concession | | | | | | | | | | |
| Trustee Fee | | | | | | | | | | |
| Other Trustee Fee | | | | | | | | | | |
| Reserve Interest | | | | | | | | | | |
| Total Liquidation Adjustments | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| | | | | | | | | - | - | - |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

| | | Claims | | | % Recovery | | | \$ Recovery | | |
|---|--|--------|----------|------|------------|----------|------|-------------|----------|------|
| | | Low | Midpoint | High | Low | Midpoint | High | Low | Midpoint | High |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| Less: Administrative Expenses | | | | | | | | | | |
| Less: Priority Claims | | | | | | | | | | |
| Less: Secured Claims | | | | | | | | | | |
| Less: Superpriority Carve-Out Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: DIP Superpriority Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Superpriority Adequate Protection Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 1 Other Secured Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 3 RBL Secured Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 4 General Unsecured Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 5 Intercompany Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 6 Section 510(B) Claims | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |
| Less: Class 7 Equity Interests in Castex 2005 | | | | | | | | | | |
| Reclaiming Amount Available for Distribution | | | | | | | | | | |

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries

(\$ in 000s)

(\$ in 000s)

| | | Castex Energy IV, LLC | | | Potential Recovery | | | | | |
|--|-------|-----------------------|---------------|-----------------|---------------------|----------|------|----------------------|----------|------|
| | | 9/30/2017 | | 4/1/2018 | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | | Adjustments / | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | |
| Current Assets | | | | | | | | | | |
| Uncollected Cash | | | | | | | | | | |
| Onshore Oil and Gas Account Receivable | | | | | | | | | | |
| Onshore Oil and Gas Account Receivable | | | | | | | | | | |
| IB Receivable | | | | | | | | | | |
| Account Receivable | B | | | | | | | | | |
| Related Intangible Other Current Asset | C | | | | | | | | | |
| Note Receivable Short-Term | D | | | | | | | | | |
| Total Current Asset | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | |
| Oil and Gas Property Cost Method | | | | | | | | | | |
| Depleted Property | | | | | | | | | | |
| Impaired Property | | | | | | | | | | |
| Oil and Gas Property | | | | | | | | | | |
| Total Property and Equipment | | | | | | | | | | |
| Other Assets | | | | | | | | | | |
| Intangible Asset | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | |
| Other Non-Current Asset | G | | | | | | | | | |
| Total Other Asset | | | | | | | | | | |
| Total Assets | | - | - | - | 0% | 0% | 0% | - | - | - |
| | | | | | Rates | | | | | |
| | | | | | Low | Midpoint | High | | | |
| Less: Liquidation Adjustments | | | | | | | | | | |
| Cost of Liquidation Cash | | | | | | | | | | |
| Cost of Liquidation Provision | I | | | | | | | | | |
| Cost of Transaction Fee | | | | | | | | | | |
| Other Transaction Fee | | | | | | | | | | |
| Retention Interest on Royalty Interest | | | | | | | | | | |
| Total Liquidation Adjustment | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| | | - | - | - | | | | - | - | - |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

[illegible]

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries

(\$ in 000s)

| (\$ in 000s) | Castex Energy 2005, L.P | | | | Potential Recovery | | | | | |
|--|-------------------------|----------------|---------------|-----------------|---------------------|----------|------|----------------------|----------|-------|
| | | 9/30/2017 | 4/1/2018 | | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | | Adjustments / | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | |
| Current Assets | | | | | | | | | | |
| Uncollected Cash | | | | | | | | | | |
| Onshore Oil & Gas Account Receivable | | | | | | | | | | |
| Onshore Oil & Gas Account Receivable | | | | | | | | | | |
| IB Receivable | | | | | | | | | | |
| Account Receivable | B | | | | | | | | | |
| Prepaid Pension & Other Current Asset | C | | | | | | | | | |
| Note Receivable Short-Term | D | | | | | | | | | |
| Total Current Asset | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | |
| Oil & Gas Properties Cost Method | | | | | | | | | | |
| Accumulated Depreciation | | | | | | | | | | |
| Impaired Depreciation | | | | | | | | | | |
| Oil & Gas Properties | | | | | | | | | | |
| Total Depreciation | | | | | | | | | | |
| Other Assets | | | | | | | | | | |
| Investment in Affiliate | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | |
| Other Non-Current Asset | G | | | | | | | | | |
| Total Other Asset | | | | | | | | | | |
| Total Assets | | 248 | 845 | 1,090 | 8% | 54% | 100% | 90 | 590 | 1,090 |
| | | | | | Rates | | | | | |
| | | | | | Low | Midpoint | High | | | |
| Less: Liquidation Adjustments | | | | | | | | | | |
| Cost of Conversion Costs | | | | | | | | | | |
| Cost of Conversion Provision | I | | | | | | | | | |
| Cost of Title Fee | | | | | | | | | | |
| Other Title Fee | | | | | | | | | | |
| Retention Interest on Royalty Interest | | | | | | | | | | |
| Total Liquidation Adjustment | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | 87 | 569 | 1,052 |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

[illegible]

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries

(\$ in 000s)

| (\$ in 000s) | | Castex Energy Partners, L.P. | | | Potential Recovery | | | | | |
|--|-------|------------------------------|----------|-----------------|---------------------|----------|------|----------------------|----------|---------|
| | | 9/30/2017 | 4/1/2018 | | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | Adjustments / | | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | |
| Current Assets | | | | | | | | | | |
| Incurred Costs | | | | | | | | | | |
| Onshore Oil & Gas Contract Receivable | | | | | | | | | | |
| Onshore Oil & Gas Contract Receivable | | | | | | | | | | |
| IB Receivable | | | | | | | | | | |
| Contract Receivable | B | | | | | | | | | |
| Prepaid Insurance & Other Current Assets | C | | | | | | | | | |
| Note Receivable (Port Ter) | D | | | | | | | | | |
| Total Current Assets | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | |
| Oil & Gas Property (Cost Method) | | | | | | | | | | |
| Depleted Property | | | | | | | | | | |
| Impaired Property | | | | | | | | | | |
| Oil & Gas Property | | | | | | | | | | |
| Total Property & Equipment, Net | | | | | | | | | | |
| Other Assets | | | | | | | | | | |
| Investment in Affiliate | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | |
| Other Non-Current Assets | G | | | | | | | | | |
| Total Other Assets | | | | | | | | | | |
| Total Assets | | 424,181 | - | 427,421 | 35% | 36% | 37% | 149,415 | 154,587 | 159,759 |
| | | | | | Rates | | | | | |
| | | | | | Low | Midpoint | High | | | |
| Less: Liquidation Adjustments | | | | | | | | | | |
| Cost of Conversion Costs | | | | | | | | | | |
| Cost of Conversion Provision | I | | | | | | | | | |
| Contingent Fee | | | | | | | | | | |
| Other Contingent Fee | | | | | | | | | | |
| Retention Interest & Royalty Interest | | | | | | | | | | |
| Total Liquidation Adjustments | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | 139,818 | 144,837 | 149,856 |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

| | | Claims | | | % Recovery | | | \$ Recovery | | |
|--|---|--------|----------|------|------------|----------|------|-------------|----------|------|
| | | Low | Midpoint | High | Low | Midpoint | High | Low | Midpoint | High |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| Administrative Expense & Recoupment / Priority Claims | | | | | | | | | | |
| Prioritized Claims | | | | | | | | | | |
| Proceeds Incurred & Recouped Costs | M | | | | | | | | | |
| Proceeds Incurred & Recouped Costs | | | | | | | | | | |
| Less: Superpriority Carve-Out Claims | O | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: DIP Superpriority Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Superpriority Adequate Protection Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 1 Other Secured Claims | R | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 3 RBL Secured Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Incurred & Recouped Costs | | | | | | | | | | |
| Adjusted Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Administrative Costs & Vendor Expenses | | | | | | | | | | |
| Revolving Onshore IB Costs (Net of Recouped) | | | | | | | | | | |
| Recovery Costs | | | | | | | | | | |
| Total Administrative Expense & Recoupment / Priority Claims | | | | | | | | | | |
| Prioritized Claims | | | | | | | | | | |
| Contingent Claims | | | | | | | | | | |
| Other General Unsecured Claims | | | | | | | | | | |
| Total: General Unsecured Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 4 General Unsecured Claims | | | | | | | | | | |
| RB Delinquent Costs | | | | | | | | | | |
| Onshore IB Insurance Management Fee | | | | | | | | | | |
| Contingent Costs | | | | | | | | | | |
| Other General Unsecured Costs | | | | | | | | | | |
| Total: General Unsecured Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 5 Intercompany Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 6 Section 510(B) Claims | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |
| Less: Class 7 Equity Interests in Castex 2005 | | | | | | | | | | |
| Revolving Debt Interest for Distribution | | | | | | | | | | |

Liquidation Analysis - Castex Energy 2005, L.P and Subsidiaries

(\$ in 000s)

| (\$ in 000s) | | Castex Offshore, Inc. | | | Potential Recovery | | | | | |
|--|-------|-----------------------|---------------|-----------------|---------------------|----------|------|----------------------|----------|--------|
| | | 9/30/2017 | | 4/1/2018 | Recovery Estimate % | | | Recovery Estimate \$ | | |
| | | | Adjustments / | | | | | | | |
| Assets | Notes | Net Book Value | Setoffs | Pro Forma Value | Low | Midpoint | High | Low | Midpoint | High |
| Gross Liquidation Proceeds: | | | | | | | | | | |
| Current Assets | | | | | | | | | | |
| Incurred Costs | | | | | | | | | | |
| Offshore Oil & Gas Account Receivable | | | | | | | | | | |
| Onshore Oil & Gas Account Receivable | | | | | | | | | | |
| IB Receivable | | | | | | | | | | |
| Account Receivable | B | | | | | | | | | |
| Prepaid Expenses & Other Current Assets | C | | | | | | | | | |
| Note Receivable Short-Term | D | | | | | | | | | |
| Total Current Assets | | | | | | | | | | |
| Property & Equipment, Net | | | | | | | | | | |
| Oil & Gas Properties Cost Method | | | | | | | | | | |
| Depreciated Properties | | | | | | | | | | |
| Undepreciated Properties | | | | | | | | | | |
| Oil & Gas Properties | | | | | | | | | | |
| Total Property & Equipment, Net | | | | | | | | | | |
| Other Assets | | | | | | | | | | |
| Investment in Affiliate | | | | | | | | | | |
| Intercompany Receivable | | | | | | | | | | |
| Other Non-Current Assets | G | | | | | | | | | |
| Total Other Assets | | | | | | | | | | |
| Total Assets | | 17,399 | (7,175) | 15,725 | 95% | 97% | 100% | 14,877 | 15,301 | 15,725 |
| | | | | | Rates | | | | | |
| | | | | | Low | Midpoint | High | | | |
| Less: Liquidation Adjustments | | | | | | | | | | |
| Cost of Conversion Costs | | | | | | | | | | |
| Cost of Conversion Provision | I | | | | | | | | | |
| Cost of Trustee Fee | | | | | | | | | | |
| Other Trustee Fee | | | | | | | | | | |
| Retention Interest & Royalty Payment | | | | | | | | | | |
| Total Liquidation Adjustments | | | | | | | | | | |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | 7,579 | 7,764 | 7,949 |

Summary of Hypothetical Chapter 7 Waterfall Scenario

(\$ in 000s)

| | | Claims | | | % Recovery | | | \$ Recovery | | |
|--|---|--------|----------|------|------------|----------|------|-------------|----------|------|
| | | Low | Midpoint | High | Low | Midpoint | High | Low | Midpoint | High |
| Net Liquidation Proceeds Available for Distribution | | | | | | | | | | |
| Administrative Expenses & Recoupment Costs | | | | | | | | | | |
| Prioritized Claims | | | | | | | | | | |
| Proceeds Incurred & Recouped Costs | M | | | | | | | | | |
| Proceeds Incurred & Recouped Costs | | | | | | | | | | |
| Less: Superpriority Carve-Out Claims | O | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: DIP Superpriority Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Superpriority Adequate Protection Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Class 1 Other Secured Claims | R | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Class 3 RBL Secured Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Incurred & Recouped Costs | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Administrative Costs & Recoupment Costs | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Prioritized Claims | | | | | | | | | | |
| Class 1 Priority Claims | | | | | | | | | | |
| Total Administrative Expense / Recoupment / Priority Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | T | | | | | | | | | |
| Less: Class 4 General Unsecured Claims | | | | | | | | | | |
| RB Deficiency Costs | | | | | | | | | | |
| Other RB Deficiency Costs | | | | | | | | | | |
| Contingent Claims | | | | | | | | | | |
| Other General Unsecured Claims | | | | | | | | | | |
| Total: General Unsecured Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Class 5 Intercompany Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Class 6 Section 510(B) Claims | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |
| Less: Class 7 Equity Interests in Castex 2005 | | | | | | | | | | |
| Revolving Credit Facility for Distribution | | | | | | | | | | |

Exhibit H

Valuation Analysis

VALUATION ANALYSIS

THE VALUATION INFORMATION CONTAINED IN THE FOLLOWING ANALYSIS IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS.

Solely for purposes of the Plan and the Disclosure Statement, Evercore, as investment banker and financial advisor to the Debtors, has estimated the total enterprise value (the “Total Enterprise Value”) and implied equity value (the “Equity Value”) of the Reorganized Debtors on a going concern basis and pro forma for the transactions contemplated by the Plan, as of an assumed effective date of April 1, 2018 (the “Assumed Effective Date”).

In estimating the Total Enterprise Value of the Debtors, Evercore met with the Debtors’ senior management team to discuss the Debtors’ assets, operations and future prospects, reviewed the Debtors’ historical financial information, reviewed certain of the Debtors’ internal financial and operating data, including the Debtors’ reserve report, reviewed the Projections, reviewed publicly available third-party information and conducted such other studies, analyses, and inquiries we deemed appropriate.

In preparing the estimates set forth below, Evercore has relied upon the accuracy, completeness, and fairness of financial, reserve and other information furnished by the Debtors. Evercore did not attempt to independently audit or verify such information, nor did it perform an independent appraisal of the assets or liabilities of the Reorganized Debtors.

The Debtors’ Projections for the Reorganized Debtors are provided in Exhibit F. The estimated values set forth herein assume that the Reorganized Debtors will achieve their Projections in all material respects. Evercore has relied on the Debtors’ representation and warranty that the Projections (a) have been prepared in good faith; (b) are based on fully disclosed assumptions, which, in light of the circumstances under which they were made, are reasonable; (c) reflect the Debtors’ best currently available estimates; and (d) reflect the good faith judgments of the Debtors. Evercore does not offer an opinion as to the attainability of the Projections. As disclosed in the Disclosure Statement, the future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors and Evercore, and consequently are inherently difficult to project.

This report contemplates facts and conditions known and existing as of the date of the Disclosure Statement. Events and conditions subsequent to this date, including updated projections, as well as other factors, could have a substantial effect upon the Total Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a

materially negative effect on the Total Enterprise Value. For purposes of this valuation, Evercore has assumed that no material changes that would affect value will occur between the date of the Disclosure Statement and the Assumed Effective Date.

The following is a summary of analyses performed by Evercore to arrive at its recommended range of estimated Total Enterprise Value for the Reorganized Debtors.

1. Net Asset Value

The value of the Debtors' oil and gas reserves was estimated using a net asset value ("NAV") analysis. The NAV analysis estimates the value of the business by calculating the sum of the present value of cash flows generated by the Debtors' 2P reserves and beyond 2P resources plus the value of the Debtors' other assets. Under this methodology, future cash flows from the Debtors' reserve reports are discounted using various discount rates depending on reserve or resource category. The Total Enterprise Value of the Reorganized Debtors is then calculated by adjusting the aggregate discounted cash flows for the present value of future general and administrative costs, insurance costs, workover costs, land and seismic costs, taxes as well as incorporating the value of other assets not reflected in the reserve report including the Debtors' interest in CTS-Castex, LLC, the promissory note to Castex Lafourche, L.P. and the Castex 2014 Series B Unit held by the Debtors.

2. Discounted Cash Flow Analysis

The discounted cash flow ("DCF") analysis estimates the value of the Debtors' business by calculating the present value of expected future cash flows to be generated by that asset or business. Under this methodology, projected future cash flows are discounted by a range of discount rates above and below the Debtors' estimated weighted average cost of capital (the "Discount Rate"). The Total Enterprise Value of the Reorganized Debtors is determined by calculating the present value of Reorganized Debtors' unlevered after-tax free cash flows over the course of the projection period plus an estimate for the value of the Reorganized Debtors beyond the projection period, known as the terminal value. The terminal value is calculated using a range of EBITDA multiples. The value of other assets not reflected in the cash flows including the Debtors' interest in CTS-Castex, LLC, the promissory note to Castex Lafourche, L.P. and the Castex 2014 Series B Unit held by the Debtors were also incorporated.

3. Precedent Transactions Analysis

Precedent transactions analysis estimates the value of a company by examining public and private transactions on both an enterprise and asset-level basis. Under this methodology, transaction values are commonly expressed as multiples of various measures of financial and operating statistics, such as EBITDAX, proved reserves and production. The Total Enterprise Value in this case is calculated by applying multiples of EBITDAX, proved reserves and production to the Reorganized Debtors' actual and projected financial results. The selection of transactions for this purpose was based upon the geographic location, scale and other characteristics that were deemed relevant. For precedent corporate transactions, due to the significant variation in commodity prices for the precedent transactions, proved reserve and

production multiples were not utilized in this analysis. For precedent asset transactions, the value of other assets not reflected in the cash flow including the Debtors' interest in CTS-Castex, LLC, the promissory note to Castex Lafourche, L.P. and the Castex 2014 Series B Unit held by the Debtors were also incorporated.

4. Comparable Company Analysis

The comparable company analysis estimates the value of a company based on a relative comparison with other publicly traded companies with similar operating and financial characteristics. Under this methodology, the enterprise value for each selected public company is determined by examining the trading prices for the equity securities of such company in the public markets and adding the aggregate amount of outstanding net debt for such company. Such enterprise values are commonly expressed as multiples of various measures of financial and operating statistics, such as EBITDAX, proved reserves and production. The Total Enterprise Value is then calculated by applying these multiples to the Reorganized Debtors' actual and projected financial and operational metrics. The selection of public comparable companies for this purpose was based upon the geographic location, scale, percentage of developed and undeveloped reserves, quantum of reserves relative to production and percentage of reserves represented by oil and natural gas liquids relative to natural gas as well as other characteristics that were deemed relevant.

Total Enterprise Value and Implied Equity Value

The assumed range of the reorganization value, as of the Assumed Effective Date, reflects work performed by Evercore on the basis of information with respect to the business and assets of the Debtors available to Evercore as of the date of the Disclosure Statement. It should be understood that, although subsequent developments may affect Evercore's conclusions, Evercore does not have any obligation to update, revise or reaffirm its estimate.

As a result of the analysis described herein, Evercore estimated the Total Enterprise Value of the Reorganized Debtors to be approximately \$170 million to \$215 million, with a midpoint of \$193 million (the "Plan Value") as of the Assumed Effective Date. Based on assumed pro forma net debt of \$156 million as of the Assumed Effective Date, the Total Enterprise Value implies an Equity Value range of \$14 to \$59 million, with a midpoint of \$36 million.

The estimated values of the Reorganized Debtors set forth herein represent hypothetical values of the Reorganized Debtors as the continuing operator of the Debtors' businesses and assets, after giving effect to the Plan, based on the application of standard valuation techniques. Because valuation estimates are inherently subject to uncertainties, none of the Debtors, Evercore or any other person assumes responsibility for their accuracy or any differences between the estimated valuation ranges herein and any actual outcome.

The estimated values of the Reorganized Debtors set forth herein: (a) do not purport to constitute an appraisal of the assets of the Reorganized Debtors; (b) do not constitute an opinion on the terms and provisions or fairness from a financial point of view to any person of the

consideration to be received by such person under the Plan or of the terms and provisions of the Plan; (c) do not constitute a recommendation to any holder of claims as to how such person should vote or otherwise act with respect to the Plan; and (d) do not necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors. Such estimates were developed solely for purposes of formulation and negotiation of the Plan and analysis of implied relative recoveries to creditors thereunder. The value of an operating business such as the Debtors' businesses is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such businesses.

Evercore is acting as investment banker to the Debtors, and will not be responsible for and will not provide any tax, accounting, actuarial, legal or other specialist advice.

Exhibit I

Disclosure Statement Order with Exhibits

Exhibit 2

Ballot 3

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE
SECOND AMENDED JOINT PLAN OF REORGANIZATION OF CASTEX ENERGY
PARTNERS, L.P. AND ITS DEBTOR AFFILIATES DATED JANUARY 8, 2018**

CLASS 3: RBL SECURED CLAIMS

**PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED VOTING
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
FEBRUARY 9, 2018 AT 4:00 P.M. (PREVAILING CENTRAL TIME).**

Castex Energy Partners, L.P. and its affiliated debtors, as debtors in possession (collectively, the “Debtors”) are soliciting votes with respect to the *Second Amended Joint Plan of Reorganization of Castex Energy Partners, L.P. and its Debtor Affiliates dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”) and the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”). The Plan and Disclosure Statement are included in the packet you are receiving with this Ballot (collectively, the “Solicitation Package”).

If you hold, as of **January 4, 2018** (the “Voting Record Date”), a Class 3 RBL Secured Claim, this Ballot permits you to (a) cast your vote to accept or reject the Plan and (b) elect whether to opt out of the releases provided in Article 12.4 of the Plan. The Disclosure Statement has been approved by the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court’s approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the Holders of at least two thirds in amount of the allowed Interests in each impaired Class of Interests who vote on the Plan, and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may confirm the Plan nonetheless if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

If you received the Solicitation Package in electronic format (CD-ROM or flash drive) and desire paper copies, or if you need to obtain additional solicitation materials, you may contact Prime Clerk, LLC (the "Voting Agent") at (323)-406-6369 (or outside of the U.S. at 866-384-2286) or via email at castexballots@primeclerk.com. **PLEASE NOTE THAT THE VOTING AGENT CANNOT PROVIDE YOU WITH LEGAL ADVICE.**

PLEASE REVIEW THE DISCLOSURE STATEMENT, THE PLAN, AND THE VOTING INFORMATION AND INSTRUCTIONS BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN.

THIS BALLOT IS FOR VOTING ALL OF YOUR CLASS 3 RBL SECURED CLAIMS AGAINST THE DEBTORS. YOU WILL RECEIVE A CLASS 4 BALLOT FOR YOUR RBL DEFICIENCY CLAIM. YOU MUST COMPLETE THAT SEPARATE CLASS 4 BALLOT FOR YOUR RBL DEFICIENCY CLAIM.

IF YOUR BALLOT IS NOT RECEIVED BY THE VOTING AGENT AT CASTEX BALLOT PROCESSING, C/O PRIME CLERK, LLC, 830 THIRD AVENUE, 3RD FLOOR, NEW YORK, NY 10022, BY 4:00 P.M., CENTRAL TIME, ON FEBRUARY 9, 2018, AND SUCH DEADLINE IS NOT EXTENDED, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN. IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 2 OR IF BOTH BOXES ARE CHECKED IN ITEM 2, THIS BALLOT WILL NOT BE COUNTED.

PLEASE REVIEW THE ACKNOWLEDGEMENT CONTAINED IN ITEM 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting Amount of Class 3 RBL Secured Claims. The undersigned certifies that, as of the Voting Record Date and for purposes of voting to accept or reject the Plan, the undersigned is a holder of RBL Secured Claims in Class 3 of the Plan in the following aggregate amount:

\$ _____

Item 2. Vote to Accept or Reject the Plan. The undersigned, a holder of the Class 3 RBL Secured Claims set forth in Item 1, votes all such Claims as follows (check *only* one box below):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

PARTICIPATION IN EXIT CREDIT AGREEMENT. Under the Plan, IF YOU VOTE TO ACCEPT THE PLAN and do not elect to opt of the Releases in Item 3 below, you will receive your Pro Rata share of (a) up to \$90 million of loans and up to \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and (b) up to \$55 million of term loans under the Exit Credit Agreement.

IF YOU (A) ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN, (B) SUBMIT THE BALLOT AND VOTE TO REJECT THE PLAN, OR (C) VOTE TO ACCEPT THE PLAN BUT ELECT TO OPT OUT OF THE RELEASES SET FORTH IN THE PLAN, YOU WILL BE DEEMED TO HAVE ELECTED NOT TO PARTICIPATE IN THE EXIT CREDIT AGREEMENT AND YOU WILL RECEIVE YOUR PRO RATA SHARE OF AN AGGREGATE PRINCIPAL AMOUNT OF EXIT SENIOR SECURED TERM LOANS.

Item 3. OPTIONAL: Opt Out of Releases.

ARTICLE 12.4 OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “RELEASES”):

Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising,

at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of any such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article 12.4(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in Article 12.4(b) of the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any Claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and (i) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however*, that any holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”

THE PLAN DEFINES “RELEASING PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in Article 12.4 of the Plan; and (e) all other Holders of Claims and Equity Interests to the extent permitted by law.

IMPORTANT INFORMATION REGARDING RELEASES:

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASES. IF YOU (A) VOTE TO ACCEPT THE PLAN (WHETHER OR NOT YOU CHECK THE BOX BELOW) OR ARE DEEMED TO ACCEPT THE PLAN, (B) ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, OR (C) SUBMIT THE BALLOT AND VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN.

The Holder of the Class 3 RBL Secured Claims set forth in Item 1 elects to:

☐ **Opt Out of the Releases**

ANY HOLDER OF A CLAIM IN CLASS 3 THAT RECEIVES THIS BALLOT AND ELECTS PROPERLY TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN BY CHECKING THE ABOVE BOX AND SUBMITTING THIS BALLOT TO THE VOTING AGENT SHALL NOT BE A “RELEASED PARTY.”

[Remainder of page intentionally left blank.]

Item 4. Acknowledgments. By signing this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was (a) the Holder of the Claims being voted or (b) the authorized signatory for a holder of the Claims being voted, in the amount set forth in Item 1;
2. the Holder has received a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has cast the same vote with respect to all of the Holder's Class 3 RBL Secured Claims and no other Ballots with respect to the same Class 3 RBL Secured Claims have been cast, or, if any other Ballots have been cast with respect to such Class 3 RBL Secured Claims, then any such Ballots are revoked;
4. the Holder understands and acknowledges that if multiple Ballots are received with respect to the Class 3 RBL Secured Claims set forth in Item 1 prior to the Voting Deadline (as it may have been extended by the Debtors), the last Ballot timely received supersedes and revokes any previously received Ballot. A Ballot received after the Voting Deadline shall not be counted as a vote on the Plan unless otherwise ordered by the Court, *provided*, that the Debtors reserved the absolute right, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first business day next succeeding the previously announced Voting Deadline;
5. the Holder understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted; and
6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Dated: _____

Print or type Name: _____

Signature: _____

Name of Corporation or partnership: _____

Title (if corporation or partnership): _____

Address: _____

Email Address: _____

**THE VOTING DEADLINE IS 4:00 P.M. CENTRAL TIME ON FEBRUARY 9, 2018.
VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 3 RBL SECURED CLAIMS**

7. The Debtors are soliciting votes of holders of Claims with respect to the Plan that accompanies the Ballot. Capitalized terms used but not otherwise defined in the Ballot or these instructions shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the order approving the Disclosure Statement, copies of which also accompany the Ballot.

8. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The Court may confirm the Plan and thereby bind you to the terms of the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE BALLOT.**

9. Please review the information contained in Item 1 for accuracy.

10. In the boxes provided in Item 2 of the Ballot, please cast ONE vote to either accept or reject the Plan.

11. You must vote your entire Class 3 RBL Secured Claims to accept or reject the Plan. You may not split your vote. A Ballot that partially rejects and partially accepts the Plan will not be counted.

12. Pursuant to the Plan, you are deemed to have given the releases in Article 12.4 UNLESS you check the box in Item 3 opting out of the Releases in Article 12.4 of the Plan.

13. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight courier, or hand delivery to Prime Clerk, LLC (the "Voting Agent") at the applicable following address:

Castex Ballot Processing
c/o Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

Ballots must be *actually received* by the Voting Agent by 4:00 p.m., Central Time, on February 9, 2018 (the "Voting Deadline").

If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience.

Ballots submitted by facsimile transmission will not be accepted. Ballots should not be sent to the Debtors or the Bankruptcy Court.

14. You will receive a separate Class 4 Ballot for your RBL Deficiency Claim. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting RBL Secured Claims in Class 3.** You must vote all of your RBL Secured Claims under the Plan either to accept or reject the Plan.

15. If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and, if requested, submit satisfactory evidence of your authority to do so (*i.e.*, a power of attorney).

PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION. BALLOTS SHOULD NOT BE SENT TO THE DEBTORS OR THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, PRIME CLERK, LLC AT 323-406-6369 (OR OUTSIDE OF THE U.S. AT 866-384-2286) OR VIA EMAIL AT CASTEXBALLOTS@PRIMECLERK.COM. PLEASE NOTE THAT THE VOTING AGENT CANNOT PROVIDE YOU WITH LEGAL ADVICE.

Exhibit 3

Ballot 4

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE SECOND
AMENDED JOINT PLAN OF REORGANIZATION OF CASTEX ENERGY
PARTNERS, L.P. AND ITS DEBTOR AFFILIATES DATED JANUARY 8, 2018**

CLASS 4: GENERAL UNSECURED CLAIMS

FOR USE BY HOLDERS OF GENERAL UNSECURED CLAIMS, I.E., (I) RBL DEFICIENCY CLAIMS AND (II) ANY OTHER CLAIM AGAINST ANY OF THE DEBTORS (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF A NON-DEBTOR AFFILIATE OR INSIDER) THAT IS (A) NOT A DIP CLAIM, RBL SECURED CLAIM, OTHER SECURED CLAIM, ADMINISTRATIVE EXPENSE CLAIM, PRIORITY TAX CLAIM, PRIORITY NON-TAX CLAIM, SECTION 510(b) CLAIM, OR INTERCOMPANY CLAIM, OR (B) OTHERWISE DETERMINED BY THE BANKRUPTCY COURT TO BE A GENERAL UNSECURED CLAIM.

**PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED VOTING
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
FEBRUARY 9, 2018 AT 4:00 P.M. (PREVAILING CENTRAL TIME).**

Castex Energy Partners, L.P. and its affiliated debtors, as debtors in possession (collectively, the “Debtors”) are soliciting votes with respect to the *Second Amended Joint Plan of Reorganization of Castex Energy Partners, L.P. and its Debtor Affiliates dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”) and the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”). The Plan and Disclosure Statement are included in the packet you are receiving with this Ballot (collectively, the “Solicitation Package”).

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

If you hold, as of **January 4, 2018** (the “Voting Record Date”), a Class 4 General Unsecured Claim, this Ballot permits you to (a) cast your vote to accept or reject the Plan and (b) elect whether to opt out of the releases provided in Article 12.4 of the Plan. The Disclosure Statement has been approved by the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court’s approval of the Disclosure Statement does not indicate Bankruptcy Court approval of the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class of Claims who vote on the Plan, (ii) is accepted by the Holders of at least two thirds in amount of the allowed Interests in each impaired Class of Interests who vote on the Plan, and (iii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court may confirm the Plan nonetheless if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

If you received the Solicitation Package in electronic format (CD-ROM or flash drive) and desire paper copies, or if you need to obtain additional solicitation materials, you may contact Prime Clerk, LLC (the “Voting Agent”) at (323)-406-6369 (or outside of the U.S. at 866-384-2286) or via email at castexballots@primeclerk.com. **PLEASE NOTE THAT THE VOTING AGENT CANNOT PROVIDE YOU WITH LEGAL ADVICE.**

PLEASE REVIEW THE DISCLOSURE STATEMENT, THE PLAN, AND THE VOTING INFORMATION AND INSTRUCTIONS BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN.

THIS BALLOT IS FOR VOTING ALL OF YOUR CLASS 4 GENERAL UNSECURED CLAIMS AGAINST THE DEBTORS. IF YOU HOLD A CLASS 3 RBL SECURED CLAIM, YOU WILL RECEIVE A SEPARATE BALLOT FOR SUCH CLASS AND MUST COMPLETE THAT BALLOT FOR YOUR CLASS 3 RBL SECURED CLAIM. IF YOUR BALLOT IS NOT RECEIVED BY THE VOTING AGENT AT CASTEX BALLOT PROCESSING, C/O PRIME CLERK, LLC, 830 THIRD AVENUE, 3RD FLOOR, NEW YORK, NY 10022, BY 4:00 P.M., CENTRAL TIME, ON FEBRUARY 9, 2018, AND SUCH DEADLINE IS NOT EXTENDED, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN. IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 2 OR IF BOTH BOXES ARE CHECKED IN ITEM 2, THIS BALLOT WILL NOT BE COUNTED. PLEASE REVIEW THE ACKNOWLEDGEMENT CONTAINED IN ITEM 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting Amount of Class 4 General Unsecured Claims. The undersigned certifies that, as of the Voting Record Date and for purposes of voting to accept or reject the Plan, the undersigned is a holder of General Unsecured Claims in Class 4 of the Plan in the following aggregate amount against the applicable Debtor(s) as set forth in Item 3 below:

| |
|--------------|
| \$ _____ (A) |
| \$ _____ (B) |
| \$ _____ (C) |
| \$ _____ (D) |
| \$ _____ (E) |

Item 2. Vote to Accept or Reject the Plan. The undersigned, a holder of the Class 4 General Unsecured Claims set forth in Item 1, votes all such Claims as follows (check *only* one box below):

| | |
|--|--|
| <input type="checkbox"/> ACCEPT (vote FOR) the Plan | <input type="checkbox"/> REJECT (vote AGAINST) the Plan |
|--|--|

Item 3. Applicable Debtors. The undersigned holds a General Unsecured Claim in Class 4 of the Plan against the following Debtor(s) (check as many boxes as applicable):

| |
|--|
| <input type="checkbox"/> (A) CASTEX ENERGY PARTNERS, L.P. <input type="checkbox"/> (B) CASTEX OFFSHORE, INC. <input type="checkbox"/> (C) CASTEX ENERGY 2005, L.P. <input type="checkbox"/> (D) CASTEX ENERGY II, LLC <input type="checkbox"/> (E) CASTEX ENERGY IV, LLC |
|--|

Item 4. OPTIONAL: Opt Out of Releases.

ARTICLE 12.4 OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “RELEASES”):

Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized

Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of any such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revert in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Article 12.4(b) of the Plan, which includes by reference each of the related provisions and definitions contained

in the Plan, and further, shall constitute its finding that each release described in Article 12.4(b) of the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and (i) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however*, that any holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”

THE PLAN DEFINES “RELEASING PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases

set forth in Article 12.4 of the Plan; and (e) all other Holders of Claims and Equity Interests to the extent permitted by law.

IMPORTANT INFORMATION REGARDING RELEASES:

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASES ONLY IF (A) YOU ARE ENTITLED TO OPT OUT OF THE RELEASES AND (B) YOU SUBMIT THE BALLOT AND EITHER REJECT THE PLAN OR ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN.

IF YOU (A) VOTE TO ACCEPT THE PLAN (WHETHER OR NOT YOU CHECK THE BOX BELOW) OR ARE DEEMED TO ACCEPT THE PLAN, (B) ABSTAIN FROM VOTING TO ACCEPT OR REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, OR (C) SUBMIT THE BALLOT AND VOTE TO REJECT THE PLAN WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN.

The Holder of the Class 4 General Unsecured Claims set forth in Item 1 elects to:

☐ **Opt Out of the Releases**

Creditor: _____

ANY HOLDER OF AN RBL DEFICIENCY CLAIM IN CLASS 4 THAT RECEIVES THIS BALLOT AND ELECTS PROPERLY TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN BY CHECKING THE ABOVE BOX AND SUBMITTING THIS BALLOT TO THE VOTING AGENT SHALL NOT BE A “RELEASED PARTY.”

Item 5. Acknowledgments. By signing this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was (a) the Holder of the Claims being voted or (b) the authorized signatory for a holder of the Claims being voted, in the amount set forth in Item 1;
2. the Holder has received a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has cast the same vote with respect to all of the Holder’s Class 4 General Unsecured Claims and no other Ballots with respect to the same Class 4 General Unsecured Claims have been cast, or, if any other Ballots have been cast with respect to such Class 4 General Unsecured Claims, then any such Ballots are revoked;
4. the Holder understands and acknowledges that if multiple Ballots are received with respect to the Class 4 General Unsecured Claims set forth in Item 1 prior to the Voting Deadline (as it may have been extended by the Debtors), the last Ballot timely received supersedes and revokes any previously received

Ballot. A Ballot received after the Voting Deadline shall not be counted as a vote on the Plan unless otherwise ordered by the Court, *provided*, that the Debtors reserve the absolute right, at any time or from time to time, to extend the period of time (on a daily basis, if necessary) during which Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first business day next succeeding the previously announced Voting Deadline;

5. the Holder understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted; and

6. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Dated: _____

Print or type Name: _____

Signature: _____

Name of Corporation or partnership: _____

Title (if corporation or partnership): _____

Address: _____

Email Address: _____

**THE VOTING DEADLINE IS 4:00 P.M. CENTRAL TIME ON FEBRUARY 9, 2018.
VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT
FOR HOLDERS OF CLASS 4 GENERAL UNSECURED CLAIMS**

7. The Debtors are soliciting votes of holders of Claims with respect to the Plan that accompanies the Ballot. Capitalized terms used but not otherwise defined in the Ballot or these instructions shall have the meanings ascribed to them in the Plan, the Disclosure Statement, or the order approving the Disclosure Statement, copies of which also accompany the Ballot.

8. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The Court may confirm the Plan and thereby bind you to the terms of the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE BALLOT.**

9. Please review the information contained in Item 1 for accuracy.

10. In the boxes provided in Item 2 of the Ballot, please cast ONE vote to either accept or reject the Plan.

11. You must vote your entire Class 4 General Unsecured Claims to accept or reject the Plan. You may not split your vote. A Ballot that partially rejects and partially accepts the Plan will not be counted.

12. Pursuant to the Plan, you are deemed to have given the releases in Article 12.4 if you (a) vote to accept the Plan (whether or not you check the box in Item 3) or are deemed to accept the Plan, (b) abstain from voting to accept or reject the Plan without checking the box in Item 3 of the Ballot, or (c) submit the ballot and vote to reject the Plan without checking the box in Item 3. You may check the box in Item 3 only if you are entitled to opt out of the Releases in Article 12.4 of the Plan.

13. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight courier, or hand delivery to Prime Clerk, LLC (the “Voting Agent”) at the applicable following address:

Castex Ballot Processing
c/o Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

Ballots must be *actually received* by the Voting Agent by 4:00 p.m., Central Time, on February 9, 2018 (the “Voting Deadline”).

If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience.

Ballots submitted by facsimile transmission will not be accepted. Ballots should not be sent to the Debtors or the Bankruptcy Court.

14. If you hold Claims in Class 3, you will receive more than one Ballot. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting General Unsecured Claims in Class 4.** You must vote all of your General Unsecured Claims under the Plan either to accept or reject the Plan.

15. If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and, if requested, submit satisfactory evidence of your authority to do so (*i.e.*, a power of attorney).

16. The following applies to all General Unsecured Claims other than RBL Deficiency Claims. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the “Tabulation Rules”). The Tabulation Rules are set forth in the Disclosure Statement Order which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*i.e.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to have your Claim allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received, you must file

with the Court, on or before January 26, 2018, a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for purposes of voting (a “Temporary Allowance Request Motion”). With respect to any such motion filed, the Ballot shall be counted (a) in the amount established by the Court, or (b) if such an order has not been entered by the Voting Deadline and unless you and the Debtors have reached an agreement with respect to the Temporary Allowance Request Motion, in an amount equal to the preprinted amount on the Ballot.

PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION. BALLOTS SHOULD NOT BE SENT TO THE DEBTORS OR THE BANKRUPTCY COURT.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT, PRIME CLERK, LLC AT 323-406-6369 (OR OUTSIDE OF THE U.S. AT 866-384-2286) OR VIA EMAIL AT CASTEXBALLOTS@PRIMECLERK.COM. PLEASE NOTE THAT THE VOTING AGENT CANNOT PROVIDE YOU WITH LEGAL ADVICE.

Exhibit 4

Notice of Unimpaired Non-Voting Status

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**NOTICE OF UNIMPAIRED NON-VOTING STATUS ACCEPTING THE FIRST
AMENDED JOINT PLAN OF REORGANIZATION OF CASTEX ENERGY
PARTNERS, ET AL., PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE²**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On October 16, 2017 (the “Petition Date”), Castex Energy Partners, L.P., Castex Energy 2005, L.P., Castex Energy II, LLC, Castex Energy IV, LLC and Castex Offshore, Inc., as debtors in possession (collectively, the “Debtors”), commenced voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

On January 9, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the solicitation version of the *Second Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) with respect to the solicitation version of the *First Amended Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”). The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan.

Under the terms of the Plan your Claim(s) as filed against the Debtors is/are not impaired, and, therefore, pursuant to section 1126(f) of the Bankruptcy Code you are (i) deemed to have accepted the Plan, and (ii) not entitled to vote on the Plan. Moreover, under the terms of the Plan you are deemed to have granted the releases in Article 12.4 of the Plan.

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

² Unimpaired Non-Voting Classes consist of Class 1 (Other Secured Claims) and Class 2 (Priority Non-Tax Claims).

If you have any questions about the status of your Claim(s), or you wish to obtain a copy of the Disclosure Statement, the Plan, or the Disclosure Statement Order, copies of either document (including any exhibits thereto) are available at no charge via the internet at <https://cases.primeclerk.com/castex>. Copies of the Disclosure Statement, the Plan (excluding any publicly-filed exhibits thereto), or the Disclosure Statement Order are also available upon a written request made to Prime Clerk, LLC, 830 Third Avenue, 3rd Floor, New York, NY, 10022.

The hearing to consider the confirmation of the Plan shall be held on **February 26, 2018 at 9:00 a.m. (prevailing Central Time)** before the Honorable Marvin Isgur, United States Bankruptcy Judge, in Courtroom 404, 515 Rusk Street, Houston, Texas 77002. Objections or responses to confirmation of the Plan, if any, must be filed no later than **4:00 p.m. (prevailing Central Time) on February 9, 2018** and comply with the requirements set forth in the Disclosure Statement Order.

IF THE PLAN IS CONFIRMED AND IF THE EFFECTIVE DATE OCCURS, CERTAIN PARTIES WILL BE GETTING RELEASES (INCLUDING THE HOLDERS OF UNIMPAIRED CLAIMS IN NON-VOTING CLASSES) AND CERTAIN PARTIES WILL BE GIVING RELEASES (INCLUDING THE HOLDERS OF UNIMPAIRED CLAIMS IN NON-VOTING CLASSES) AS SET FORTH IN ARTICLE 12.4 OF THE PLAN. YOU SHOULD CAREFULLY REVIEW THOSE RELEASES.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT

Dated: January 8, 2018.

Respectfully submitted:

KELLY HART & PITRE

/s/ Louis M. Phillips

Louis M. Phillips (#10505)

Patrick (Rick) M. Shelby (#31963)

Amelia L. Bueche (#36817)

One American Place

301 Main Street, Suite 1600

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Email: rick.shelby@kellyhart.com

Email: amelia.bueche@kellyhart.com

COUNSEL FOR THE DEBTORS

Exhibit 5

Notice of Impaired Non-Voting Status

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**NOTICE OF IMPAIRED NON-VOTING STATUS REJECTING
THE SECOND AMENDED JOINT PLAN OF REORGANIZATION OF
CASTEX ENERGY PARTNERS, ET AL., PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE AND RELEASE OPT OUT FORM²**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On October 16, 2017 (the “Petition Date”), Castex Energy Partners, L.P., Castex Energy 2005, L.P., Castex Energy II, LLC, Castex Energy IV, LLC and Castex Offshore, Inc., as debtors in possession (collectively, the “Debtors”), commenced voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

On January 9, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the solicitation version of the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) with respect to the solicitation version of the *Second Amended Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Plan. The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan.

Under the terms of the Plan, you are not entitled to receive or retain any property on account of your Claim(s) against or Interest(s) in the Debtors. Therefore, pursuant to section 1126(g) of the Bankruptcy Code you are (i) deemed to have rejected the Plan, and (ii) not entitled to vote on the Plan.

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

² Impaired Non-Voting Classes consist of Class 6 (Section 510(b) Claims) and Class 7 (Equity Interests in Castex 2005).

If you have any questions about the status of your Claim(s) or Interest(s), or you wish to obtain a copy of the Disclosure Statement, the Plan, or the Disclosure Statement Order, copies of either document (including any exhibits thereto) are available at no charge via the internet at <https://cases.primeclerk.com/castex>. Copies of the Disclosure Statement, the Plan (excluding any publicly-filed exhibits thereto), or the Disclosure Statement Order are also available upon a written request made to Prime Clerk, LLC, 830 Third Avenue, 3rd Floor, New York, NY, 10022.

The hearing to consider the confirmation of the Plan shall be held on **February 26, 2018 at 9:00 a.m. (prevailing Central Time)** before the Honorable Marvin Isgur, United States Bankruptcy Judge, in Courtroom 404, 515 Rusk Street, Houston, Texas 77002. Objections or responses to confirmation of the Plan, if any, must be filed no later than **4:00 p.m. (prevailing Central Time) on February 9, 2018** and comply with the requirements set forth in the Disclosure Statement Order.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT

Dated: January 9, 2018.

Respectfully submitted:

KELLY HART & PITRE

/s/ *Louis M. Phillips*

Louis M. Phillips (#10505)

Patrick (Rick) M. Shelby (#31963)

Amelia L. Bueche (#36817)

One American Place

301 Main Street, Suite 1600

Baton Rouge, LA 70801-1916

Telephone: (225) 381-9643

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Email: louis.phillips@kellyhart.com

Email: rick.shelby@kellyhart.com

Email: amelia.bueche@kellyhart.com

COUNSEL FOR THE DEBTORS

OPTIONAL: Release Opt Out Form.

If you choose to opt of the releases set forth in Article 12.4 of the Plan, complete this form by providing all the information requested and sign, date, and return the form by mail, overnight courier, or hand delivery to Prime Clerk, LLC (the “Voting Agent”) at the applicable following address:

Castex Ballot Processing
c/o Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

The form must be *actually received* by the Voting Agent by 4:00 p.m., Central Time, on February 9, 2018 (the “Voting Deadline”).

If the form is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience.

Item 1. The undersigned certifies that, as of the Voting Record Date and for purposes of opting out of the Releases (as defined below) set forth below, the undersigned is a holder of either a Class 6 Section 510(b) Claim in the following aggregate amount or Castex 2005 Equity Interest(s) in the following percentage(s):

| | |
|---|----------|
| Section 510(b) Claim Amount | \$ _____ |
| OR | |
| Castex 2005 Equity Interest Percentage: | _____ % |

Item 2. OPTIONAL: Opt Out of Releases.

The Plan Releases

ARTICLE 12.4 OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “RELEASES”):

Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or

assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of any such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revert in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article 12.4(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in Article 12.4(b) of the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim,

Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and (i) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however*, that any holder of an Equity Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”

THE PLAN DEFINES “RELEASING PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in Article 12.4 of the Plan; and (e) all other Holders of Claims and Equity Interests to the extent permitted by law.

IMPORTANT INFORMATION REGARDING RELEASES:

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASES. IF YOU DO NOT OPT OF THE RELEASES IN THE PLAN, YOU WILL BE DEEMED TO CONSENT TO THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN.

The Holder of the Claim or Interest set forth in Item 1 elects to:

☐ **Opt Out of the Releases**

ANY HOLDER OF A CLAIM OR INTEREST THAT RECEIVES THIS NOTICE AND ELECTS TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE 12.4 OF THE PLAN BY CHECKING THE ABOVE BOX AND SUBMITTING THIS FORM TO THE VOTING AGENT SHALL NOT BE A “RELEASED PARTY.”

Item 3. Acknowledgments. By signing this Release Opt Out Form, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was (a) the Holder of the Claim or Interest set forth in Item 1 or (b) the authorized signatory for a holder of the Claim or Interest set forth in Item 1;
2. the Holder has received a copy of the Confirmation Hearing Notice and acknowledges that this Notice is being made pursuant to the terms and conditions set forth therein;
3. the Holder understands that, if this Release Opt Out Form is otherwise validly executed but does not indicate that the Holder is opting out of the Releases in Article 12.4 of the Plan; such Holder will be deemed to have consented to such Releases, and
4. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Notice, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Dated: _____

Print or type Name: _____

Signature: _____

Name of Corporation or partnership: _____

Title (if corporation or partnership): _____

Address: _____

Email Address: _____

Exhibit 6

Confirmation Hearing Notice

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**NOTICE OF: (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE; (III) PROCEDURES AND
DEADLINE FOR VOTING ON PLAN; AND (IV) HEARING ON CONFIRMATION OF
PLAN AND PROCEDURES FOR OBJECTIONS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Approval of Disclosure Statement.** On January 9, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the solicitation version of the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) with respect to the solicitation version of the *Second Amended Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Plan. The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

COPIES OF THE PLAN, THE DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ORDER ARE AVAILABLE IN ELECTRONIC FORMAT ONLINE AT [HTTPS://CASES.PRIMECLERK.COM/CASTEX](https://cases.primeclerk.com/castex). HARD COPIES OF THESE DOCUMENTS MAY ALSO BE REQUESTED FROM THE DEBTORS’ VOTING AGENT, PRIME CLERK, LLC (THE “VOTING AGENT”) AT (323)-406-6369 (OR OUTSIDE OF THE U.S. AT 866-384-2286) OR VIA EMAIL AT CASTEXBALLOTS@PRIMECLERK.COM.

2. **Confirmation Hearing.** The hearing (the “Confirmation Hearing”) to consider the confirmation of the Plan shall be held on **February 26, 2018 at 9:00 a.m. (prevailing Central**

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

Time) before the Honorable Marvin Isgur, United States Bankruptcy Judge, in Courtroom 404, 515 Rusk Street, Houston, Texas 77002. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing. The Debtors may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan without further notice.

3. **Record Date for Voting Purposes.** The Voting Record Date is **January 4, 2018** with respect to holders of Claims in Class 3 (RBL Secured Claims) and Class 4 (General Unsecured Claims) (collectively, the “Voting Creditor Classes”).

4. **Voting Procedures.** If you are entitled to vote in the Voting Creditor Classes you will receive a solicitation package which shall include a copy of (a) the Disclosure Statement Order, (b) this Notice, (c) the Disclosure Statement, attached to which is the Plan, and (d) a ballot (the “Ballot”). Please review the instructions on the Ballot as to how to vote to accept or reject the Plan. Failure to follow the voting instructions may disqualify your vote.

5. **Voting Deadline.** The deadline to vote on the Plan is **February 9, 2018, at 4:00 p.m. (prevailing Central Time)** (the “Voting Deadline”). The Voting Agent must **actually receive** your Ballot from you by the Voting Deadline otherwise your vote will not be counted.

6. **Parties in Interest Not Entitled to Vote.** Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Priority Non-Tax Claims), Class 5 (Intercompany Claims), Class 6 (Section 510(b) Claims), and Class 7 (Equity Interests in Castex 2005) are not entitled to vote on the Plan. Such holders will receive an appropriate notice of non-voting status instead of a Ballot.

7. **Temporary Claim Allowance for Voting Purposes.** If any holder of a Claim seeks to challenge the disallowance of its Claim for voting purposes under the voting and tabulation procedures, such holder must serve on the Debtors, the DIP Agent, and the Creditors’ Committee, and file with the Court, a motion (a “Temporary Allowance Request Motion”) for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan on or before **January 26, 2018, at 12:00 p.m. (prevailing Central Time)**. All objections and responses to Temporary Allowance Request Motions must be filed and served on or before **February 9, 2018 at 4:00 p.m. (prevailing Central Time)**. As to any holder of a Claim filing a Temporary Allowance Request Motion, such holder’s Ballot will not be counted unless temporarily allowed by an order entered by the Court at the Confirmation Hearing. Notwithstanding the foregoing, the Debtors and a holder of a Claim may agree and stipulate to treatment of a specific Claim for voting purposes pursuant to a notice filed with the Court. Any holder of a Claim filing and serving a Temporary Allowance Request Motion will be provided with a Ballot and will be allowed to cast a provisional vote to accept or reject the Plan on or before the Voting Deadline, pending a determination by the Court of such motion. No later than three business days after the filing of such Temporary Allowance Request Motion, the Voting Agent will send the movant a Solicitation Package, and the movant will be required to return such Ballot by the Voting Deadline. If the Debtors and the movant are unable to resolve the issues raised in the Temporary Allowance Request Motion, the Debtors propose that such motion will be considered by the Court at such time as the Court directs at the Confirmation Hearing, and the Debtors will

determine whether the provisional Ballot should be allowed for voting purposes and the amount of the Claim that may be voted.

8. Objections to Confirmation. Objections or responses to confirmation of the Plan, if any, must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (c) state with particularity the basis and nature of any objection or proposed modification to the Plan, and (d) be filed, together with proof of service, with the Court no later than **4:00 p.m. (prevailing Central Time), on February 9, 2018**. Failure to file and serve any objection to the Plan in conformity with the foregoing procedures may result in the objecting party not being heard at the hearing.

9. Summary of Treatment of Claims and Interests Under Plan²

| Class | Designation | Treatment of Claim/Equity Interest |
|--------------|-------------------------|--|
| 1 | Other Secured Claims | Each holder of an allowed Other Secured Claim shall receive either (i) payment in full in cash, (ii) delivery of collateral securing any such Claim, (iii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iv) other treatment rendering such Claim unimpaired. |
| 2 | Priority Non-Tax Claims | Each Holder of an Allowed Priority Non-Tax Claim shall receive, at the option of the applicable Debtor(s) (in consultation with the Prepetition Agent) and in full and complete settlement, release, and discharge of, and in exchange for, such Claim (i) payment in full in Cash; or (ii) other treatment rendering such Claim Unimpaired. |
| 3 | RBL Secured Claims | Each Holder of an Allowed RBL Secured Claim shall receive (1) a pro rata share of 100% of the New Equity Interests in Reorganized Castex 2005 or a newly formed holding company, Reorganized Castex Holdco, subject to dilution by the Management Incentive Plan and each DIP Lender's DIP Equity Share; and (2) the following commitments and/or loans: (a) if such Holder votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan, its Pro Rata share of \$90 million of loans and \$105 million of commitments under the reserve-based lending facility under the Exit Credit Agreement and its Pro Rata share of \$55 million of term loans under the Exit Credit Agreement or (b) if such Holder (i) abstains from voting on the Plan, (ii) votes to reject the Plan, or (iii) votes to accept the Plan but elects to opt out of the releases set forth in the Plan, its Pro Rata share of an aggregate principal amount of Exit Senior Secured Term |

² This summary is qualified in its entirety by the terms of the Plan.

| Class | Designation | Treatment of Claim/Equity Interest |
|-------|---------------------------------|---|
| | | Loans. |
| 4 | General Unsecured Claims | Each holder of an allowed General Unsecured Claim shall receive payment in Cash of an amount equal to the lesser of (i) the allowed amount of its General Unsecured Claim and (ii) its pro rata share of the General Unsecured Claims Cash Distribution; <i>provided, however</i> , that (A) if each Class of General Unsecured Claims accepts the Plan, (B) the Committee and each member of the Committee (in its individual capacity on account of any Claim or Equity Interest, in its capacity as a member of the Committee, or in any other capacity) do not object to confirmation of the Plan, and (C) no “Challenge” or “Standing Motion” (each as defined in the Final DIP Order) is filed with the Bankruptcy Court or any other court of competent jurisdiction, then each Prepetition Lender voting to accept the Plan and not electing to opt out of the releases set forth in the Plan shall waive any recovery or distribution on account of (but not voting rights in respect of) its Allowed RBL Deficiency Claim for the benefit of Holders of other Allowed General Unsecured Claims (collectively, the “Beneficiary Claimants”) such that each Beneficiary Claimant shall receive an amount of Cash equal to the lesser of (i) the Allowed amount of its General Unsecured Claim and (ii) its Pro Rata share (determined exclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution, which distribution of Cash shall be made in accordance with Article 8.8 of the Plan. For the avoidance of doubt, if any event described in clauses (A), (B), or (C) of the immediately preceding sentence does not occur, each Holder of an Allowed General Unsecured Claim (including each Prepetition Lender on account of its Allowed RBL Deficiency Claim) shall receive its Pro Rata share (determined inclusive of the Allowed RBL Deficiency Claims) of the General Unsecured Claims Cash Distribution. |
| 5 | Intercompany Claims | Cancelled, discharged and extinguished. |
| 6 | Section 510(b) Claims | Cancelled, discharged and extinguished. |
| 7 | Equity Interests in Castex 2005 | Cancelled, discharged and extinguished. |

10. Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive an *Assumption Notice*, substantially in the forms attached as **Exhibit 8** to the Disclosure Statement Order, respectively, may file an objection to the Debtors' proposed assumption, rejection, and/or cure amount, as applicable. Such objections must be **actually received** by **February 9, 2018, at 4:00 p.m., prevailing Central Time**.

a. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases of the Debtors, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed to be Assumed Contracts, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) are identified on the Rejected Executory Contract and Unexpired Lease List; (c) are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (d) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List and the Assumed Executory Contract and Unexpired Lease List at any time through and including the Effective Date.

b. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

and non-monetary defaults arising under such executory contract or unexpired lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate monetary amount (the "Cure Amount") in full in Cash and the appropriate cure of any non-monetary default on the later of thirty (30) days after: (i) the Effective Date or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision).

On or before January 26, 2018, the Debtors will provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served, and actually received by the Debtors on or before February 9, 2018. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have consented to such assumption or proposed cure amount.

To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including, without limitation,

any dispute with respect to the Cure Amount or any other payment obligation required to be paid to the applicable counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a “Cure Dispute”), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be fixed by the Bankruptcy Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute regarding a monetary default only, the Assumed Contract may be assumed by the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court). To the extent a Contract Objection is resolved or determined against a Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor may reject such executory contract or unexpired lease within ten (10) Business Days after such determination by filing and serving upon the counterparty a notice of rejection, and the counterparty may thereafter file a proof of Claim setting forth any alleged rejection damages.

c. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed within 30 days after the later of: (a) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (b) the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against the applicable Debtor and shall be treated in accordance with the Plan.

11. Releases by the Debtors in Article 12.4 of the Plan.

Pursuant to section 1123(b) of the Bankruptcy Code and to the maximum extent allowed by applicable law, upon the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, in their individual capacities and as debtors in possession, the Reorganized Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all

other entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, shall be deemed forever to release, waive, and discharge the Released Parties from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative Claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. The Reorganized Debtors shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval,

pursuant to Bankruptcy Rule 9019, of the releases described in this Article 12.4(a) by the Debtors, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute its finding that each release described in this Article 12.4(a) is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all Holders of Equity Interests and Claims; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Debtors or Reorganized Debtors asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

12. Releases by Holders of Claims and Other Entities in Article 12.4 of the Plan.

Upon the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan, and the Cash and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Plan, shall be deemed forever to release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, actions, Causes of Action, and liabilities whatsoever, including any preference or avoidance claim pursuant to sections 544, 547, 548, 549 and 553 of the Bankruptcy Code or recovery claim under section 550 of the Bankruptcy Code or otherwise and any derivative claims asserted or assertable on behalf of any Debtor, whether for tort, fraud, contract, recharacterization, subordination, violations of federal or state securities laws or laws of any other jurisdiction or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then-existing or thereafter arising, at law, in equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence, or circumstances taking place on or before the Effective Date, in any way relating to (i) the Debtors or the Chapter 11 Cases; (ii) any investment by any Released Party in any of the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest of the Debtors or the Reorganized Debtors; (iii) any action or omission of any Released Party with respect to any indebtedness under which any Debtor is or was a borrower or guarantor, or any equity investment in the Debtors (including, without limitation, any action or omission of any Released Party with respect to the acquisition, holding, voting, or disposition of any such investment); (iv) any Released Party in any such Released Party's capacity as an officer, director, direct or indirect sponsor, affiliate, shareholder, employee, or agent of, or advisor to, any Debtor; (v) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan; (vi) the business or contractual arrangements between any Debtor and any Released Party (except for future or continuing performance obligations in connection with such business or contractual arrangement); (vii) the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the Restructuring Transactions, and the solicitation of votes with respect to the Plan; and (viii) the negotiation, formulation, preparation, entry into, or dissemination of the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement and all documents contained or referred to therein), the Disclosure Statement, the Restructuring Support

Agreement, the Plan Term Sheet, the New Shared Services Agreement, the Management Incentive Plan, or any agreements, instruments, or other documents relating to any of the foregoing. Notwithstanding anything contained herein to the contrary, the foregoing release does not release (i) acts of actual fraud, gross negligence, or willful misconduct; or (ii) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Exit Loan Documents, the New Constituent Documents, and the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor(s) in accordance with its terms, except as such contract or lease is modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article 12.4(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in Article 12.4(b) of the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such claims and Equity Interests; (ii) in the best interests of the Debtors and all Holders of Claims and Equity Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

THE PLAN DEFINES "RELEASED PARTY" AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) the Debtors, their respective non-Debtor subsidiaries, and the Estates; (b) the Reorganized Debtors; (c) the Agents, any of their respective predecessors and sub-agents, and any arranger, bookrunner, syndication agent, documentation agent, or other agent in respect of the Prepetition Loan Documents, the DIP Loan Documents, and the Exit Loan Documents, as applicable; (d) each Consenting Lender and each Prepetition Lender that votes to accept the Plan and does not elect to opt out of the releases set forth in the Plan; (e) each DIP Lender and each Exit Lender; (f) each current and former Person or Entity that is or has been a party to the Restructuring Support Agreement and is not in material breach thereof as of the Effective Date; (g) the Exit Facility Parties; (h) all Persons engaged or retained by the parties listed in (a) through (g) of this definition in connection with the Chapter 11 Cases (including in connection with the preparation of any analyses relating to the Plan and the Disclosure Statement); and (i) any and all direct and indirect affiliates, officers, directors, partners, employees, members, managers, members of boards of directors or managers, advisory board members, direct and indirect sponsors, managed accounts and funds, principals, shareholders, advisors, attorneys, actuaries, financial advisors, accountants, investment bankers, agents, arrangers, professionals, investment managers, fund advisors, and representatives of each of the foregoing Persons and Entities and their respective affiliates (whether current or former, in each case, in his, her, or its capacity as such), together with their respective successors and assigns; *provided, however*, that any holder of an Equity

Interest in Castex 2005 shall not constitute a Released Party unless such holder is a Releasing Party under clause (d) of the definition of “Releasing Party.”

THE PLAN DEFINES “RELEASING PARTY” AS FOLLOWS:

Collectively, and each solely in its capacity as such: (a) each Released Party; (b) each Holder of a Claim that either (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, or (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (c) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article 12.4 of the Plan; (d) each Holder of a Claim or Equity Interest deemed to have rejected the Plan but does not send a notice to the Debtors to opt out of the releases set forth in Article 12.4 of the Plan; and (e) all other Holders of Claims and Equity Interests to the extent permitted by law.

13. Exculpation in Article 12.5 of the Plan.

None of the Released Parties, the Committee, and each member of the Committee (solely in its capacity as a member of the Committee) shall have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or Equity Interest, or any other party in interest in the Chapter 11 Cases, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or direct or indirect affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Restructuring Transactions, formulation, negotiation, preparation, dissemination, confirmation, solicitation, implementation, or administration of the Plan, the Plan Supplement and all documents contained or referred to therein, the Disclosure Statement, the Restructuring Support Agreement, the Prepetition Loan Documents, the DIP Loan Documents, the Exit Loan Documents, any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, the Restructuring Transactions, or any other pre- or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or confirming or consummating the Plan (including the issuance of any securities or the distribution of any property under the Plan); *provided, however*, that the foregoing provisions of this Article 12.5 shall have no effect on the liability of any Person or Entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence and shall not impact the right of any Holder of a Claim or Equity Interest, or any other party to enforce the terms of the Plan and the contracts, instruments, releases, and other agreements or documents delivered in connection with the Plan. Without limiting the generality of the foregoing, the Debtors and the Debtors’ direct or indirect affiliates, managed accounts and funds, officers, directors, principals, direct or indirect sponsors, shareholders, partners, employees, members, managers, members of boards of managers, advisory board members, advisors, attorneys, financial advisors, accountants, investment bankers, agents and other professionals (whether current or former, in each case, in his, her, or its capacity as such) shall, in all respects, be entitled to reasonably rely

upon the advice of counsel with respect to their duties and responsibilities under the Plan. The exculpated parties have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such exculpating parties from liability.

14. Injunction in Article 12.6 of the Plan.

General. All Persons or Entities who have held, hold, or may hold Claims or Equity Interests (other than Claims that are reinstated under the Plan), and all other parties in interest in the Chapter 11 Cases, along with their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates, are permanently enjoined, from and after the Effective Date, from, in respect of any claim or Cause of Action released or settled hereunder, (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against the Released Parties, the Debtors, or the Reorganized Debtors, or in respect of any claim or Cause of Action released or settled hereunder; (ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree, or order against the Released Parties, the Debtors, or the Reorganized Debtors; (iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties, the Debtors, or the Reorganized Debtors; (iv) asserting any right of setoff, subrogation, or recoupment of any kind, against any obligation due from the Released Parties, the Debtors, or the Reorganized Debtors, or against the property or interests in property of the Debtors or Reorganized Debtors, on account of such claims or Equity Interests; or (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such claims or Equity Interests released or settled pursuant to the Plan; *provided, however*, that nothing contained herein shall preclude such Entities from exercising their rights pursuant to and consistent with the terms hereof and the contracts, instruments, releases, and other agreements and documents delivered under or in connection with the Plan.

Injunction Against Interference With the Plan. Upon entry of the Confirmation Order, all Holders of Claims and Equity Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; *provided, however*, that the foregoing shall not enjoin any Consenting Lender from exercising any of its rights or remedies under the Restructuring Support Agreement, in accordance with the terms thereof. Each Holder of an Allowed Claim or Allowed Equity Interest, by accepting, or being eligible to accept, distributions under or reinstatement of such Claim or Equity Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article 12.6 of the Plan.

15. Plan Supplement. The Debtors will file the Plan Supplement (as such terms are defined in the Plan) on or before **January 31, 2018**, and, in connection therewith, the Debtors will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

Additional Information. For more information about the solicitation procedures, or for copies of the Disclosure Statement or the Plan, parties should contact the Debtors' Voting Agent, Prime Clerk, LLC at (323)-406-6369 (or outside of the U.S. at 866-384-2286) or via email at castexballots@primeclerk.com. The Disclosure Statement, Plan, and related documents may be examined free of charge at <https://cases.primeclerk.com/castex>. The Disclosure Statement and Plan are also on file with the Court and may be viewed by accessing the Court's website at www.txs.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login, which can be obtained at www.pacer.psc.uscourts.gov.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Dated: January 9, 2018.

Respectfully submitted:

KELLY HART & PITRE

/s/ Louis M. Phillips

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COUNSEL FOR THE DEBTORS

Exhibit 7

Publication Notice

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

(Jointly Administered)

**NOTICE OF: (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE; (III) PROCEDURES AND
DEADLINE FOR VOTING ON PLAN; AND (IV) HEARING ON CONFIRMATION OF
PLAN AND PROCEDURES FOR OBJECTIONS**

PLEASE TAKE NOTICE THAT:

On January 9, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the solicitation version of the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) with respect to the solicitation version of the *Second Amended Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Plan. The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

Copies of the Plan, the Disclosure Statement, and the Disclosure Statement Order are available in electronic format online at <https://cases.primeclerk.com/castex>. Hard copies of these documents may also be requested from the Debtors’ voting agent, Prime Clerk, LLC (the “Voting Agent”) at (323)-406-6369 (or outside the U.S. at 866-384-2286) or via email at castexballots@primeclerk.com.

The hearing (the “Confirmation Hearing”) to consider the confirmation of the Plan shall be held on **February 26, 2018 at 9:00 a.m. (prevailing Central Time)** before the Honorable Marvin Isgur, United States Bankruptcy Judge, in Courtroom 404, 515 Rusk Street, Houston, Texas 77002. The Confirmation Hearing may be continued from time to time without further

¹ The Debtors in these jointly administered cases are: Castex Energy Partners, L.P. case with the case Castex Energy 2005, L.P. (17-35837), Castex Energy II, LLC (17-35838), Castex Energy IV, LLC (17-35839) and Castex Offshore, Inc. (17-35836). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing. The Debtors may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan without further notice.

Objections or responses to confirmation of the Plan, if any, must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (c) state with particularity the basis and nature of any objection or proposed modification to the Plan, and (d) be filed, together with proof of service, with the Court no later than **4:00 p.m. (prevailing Central Time), on February 9, 2018**. Failure to file and serve any objection to the Plan in conformity with the foregoing procedures may result in the objecting party not being heard at the hearing.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

For more information about the solicitation procedures, or for copies of the Disclosure Statement or the Plan, parties should contact the Debtors' Voting Agent, Prime Clerk, LLC at (323)-406-6369 (or outside the U.S. at 866-384-2286) or via email at castexballots@primeclerk.com. The Disclosure Statement, Plan, and related documents may be examined free of charge at <https://cases.primeclerk.com/castex>. The Disclosure Statement and Plan are also on file with the Court and may be viewed by accessing the Court's website at www.txs.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login, which can be obtained at pacer.psc.uscourts.gov.

Houston, Texas, Dated: January 9, 2018

Exhibit 8

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

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

In re:

CASTEX ENERGY PARTNERS, L.P., ET AL.¹,

Debtors.

CASE NO. 17-35835 (MI)

Chapter 11

Jointly Administered

**NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE
ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF
ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE that on January 9, 2018, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing Castex Energy Partners, L.P. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the Debtors’ *Second Amended Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Plan”)²; (b) approving the *Third Amended Disclosure Statement for the Joint Plan of Reorganization for Castex Energy Partners, L.P. and its Debtor Affiliates Dated January 8, 2018* (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on February 26, 2018, at 9:00 a.m. prevailing Central Time, before the Honorable Marvin Isgur, in Courtroom 404, United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because the Debtors’ records reflect that you are a party to a contract with one or more of the Debtors.

¹ The Debtors are the following five entities (the last four digits of their respective taxpayer identification numbers (if required) follow in parentheses): Castex Energy Partners, L.P. (5230); Castex Energy 2005, L.P. (7632); Castex Energy II, LLC (N/A), Castex Energy IV, LLC (N/A) and Castex Offshore, Inc. (8432). The address of the Debtors is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002.

² Capitalized terms not otherwise defined herein have the same meanings as set forth in the Plan.

Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors are proposing to assume the executory contract(s) and unexpired lease(s) listed in Exhibit A attached hereto to which you are a party:

PLEASE TAKE FURTHER NOTICE that section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the executory contract(s) and unexpired lease(s), which amounts are listed in Exhibit A. Please note that if no amount is stated for a particular executory contract or unexpired lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE that absent any pending dispute, the monetary amounts required to cure any existing (A) monetary defaults arising under the executory contract(s) and unexpired lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the later of thirty (30) days after: (i) the Effective Date or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision) and (B) non-monetary defaults arising under the executory contract(s) and unexpired lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Reorganized Debtors' performance. To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Confirmation Hearing, including, without limitation, any dispute with respect to the Cure Amount or any other payment or non-monetary obligation required to be paid to the applicable counterparty or performed by the Reorganized Debtors under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a "Cure Dispute"), such Contract Objection will be adjudicated at the Confirmation Hearing or at such other date and time as may be fixed by the Bankruptcy Court; *provided, however*, that if the Contract Objection relates solely to a Cure Dispute regarding a monetary default only, the Assumed Contract may be assumed by the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders, provided that the Debtors reserve Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court). To the extent a Contract Objection is resolved or determined against a Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor may reject such executory contract or unexpired lease within ten (10) Business Days after such determination by filing and serving upon the counterparty a notice of rejection, and the counterparty may thereafter file a proof of Claim setting forth any alleged rejection damages.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Plan, including any assumption of an executory contract or unexpired lease, is February 9, 2018, at 4:00 p.m. prevailing Central Time (the "Plan Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the

Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be actually received on or before the Plan Objection Deadline:

| <i>Counsel to the Debtors</i> | <i>Counsel to the Committee</i> |
|--|--|
| <p>Louis M. Phillips KELLY HART & PITRE One American Place 301 Main Street, Suite 1600 Baton Rouge, LA 70801-1916</p> | <p>Robin Russell ANDREWS KURTH KENYON LLP 600 Travis Street, Suite 4200 Houston, Texas 77002</p> |
| <i>U.S. Trustee</i> | <i>Counsel to the Prepetition Agent and DIP Agent</i> |
| <p>Hector Duran OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS 515 Rusk Street, Suite 3516 Houston, Texas 77002</p> | <p>Michael F. Lotito O'MELVENY & MYERS LLP Times Square Tower 7 Times Square New York, NY 10036</p> |

PLEASE TAKE FURTHER NOTICE that any objections to the Plan in connection with the assumption of the executory contract(s) or unexpired lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE IF NO CONTRACT OBJECTION IS TIMELY RECEIVED WITH RESPECT TO AN ASSUMED CONTRACT: (I) THE COUNTERPARTY TO SUCH ASSUMED CONTRACT SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION BY THE DEBTORS, AND BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT OR OTHER OBLIGATION IN CONNECTION WITH THE ASSUMPTION OR WITH RESPECT TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE); (II) ANY AND ALL DEFAULTS UNDER THE ASSUMED CONTRACT AND ANY AND ALL PECUNIARY LOSSES RELATED THERETO SHALL BE DEEMED CURED AND COMPENSATED PURSUANT TO SECTION 365(B)(1)(A) AND (B) OF THE BANKRUPTCY CODE UPON PAYMENT OF THE CURE AMOUNT OR PERFORMANCE BY THE REORGANIZED DEBTORS SET FORTH IN THE ASSUMPTION NOTICE FOR SUCH ASSUMED CONTRACT; AND (III) THE CURE AMOUNT OR PERFORMANCE SET FORTH IN THE ASSUMPTION NOTICE FOR SUCH ASSUMED CONTRACT (INCLUDING A CURE AMOUNT OF \$0.00) SHALL BE CONTROLLING, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SUCH ASSUMED CONTRACT, OR ANY OTHER RELATED DOCUMENT, AND THE COUNTERPARTY SHALL BE DEEMED TO HAVE

CONSENTED TO THE CURE AMOUNT OR PERFORMANCE AND SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH ASSUMED CONTRACT AGAINST THE DEBTORS OR THEIR ESTATES, THE REORGANIZED DEBTORS, OR THE PROPERTY OF ANY OF THEM, THAT EXISTED PRIOR TO THE ENTRY OF A FINAL ORDER APPROVING THE ASSUMPTION OF SUCH ASSUMED CONTRACT (INCLUDING, WITHOUT LIMITATION, THE CONFIRMATION ORDER).

PLEASE TAKE FURTHER NOTICE that neither the exclusion nor inclusion of any contract or lease on any Assumption Notice or any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any agreement, contract, or lease is an executory contract or unexpired lease subject to Article 10 of the Plan, as applicable, or that the Debtors or Reorganized Debtors have any liability thereunder.

PLEASE TAKE FURTHER NOTICE that the Debtors, with the consent of the Prepetition Agent and the Required Consenting Lenders (not to be unreasonably withheld), and Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement any Assumption Notice and the Schedule of Rejected Contracts and Leases until and including the Effective Date or as otherwise provided by Bankruptcy Court order; *provided, however*, that if there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, assumption and assignment, or with respect to the asserted Cure Amount, then the Prepetition Agent, the Required Consenting Lenders, and the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to amend the decision to assume, or assume and assign, such executory contract or unexpired lease.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should (a) visit the Debtors' restructuring website at: <https://cases.primeclerk.com/castex/>; and/or (b) obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <http://www.tx.uscourts.gov>.

ARTICLE 12.4 OF THE PLAN CONTAINS RELEASES, INDEMNIFICATION, INJUNCTION; EXCULPATION; DISCHARGE PROVISIONS, THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT, PRIME CLERK, LLC.

KELLY HART & PITRE

/s/ *Louis M. Phillips*

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COUNSEL FOR THE DEBTORS

Exhibit A

Schedule of Contracts and Leases and Proposed Cure Costs

| Debtor | Counterparty | Description of Assumed Contracts or Leases | Cure Costs |
|--------|--------------|--|------------|
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