



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

February 7, 2025

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
Repsol Oil and Gas USA, LLC
Docket No. C-2025-
Formal Complaint

Dear Secretary Chiavetta:

Enclosed for electronic filing is the **Formal Complaint** of the Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission in the above-referenced matter.

Copies have been served on the parties of record in accordance with the Certificate of Service. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lindsay Dearing Szymanski', written in a cursive style.

Lindsay Dearing Szymanski
Prosecutor
Bureau of Investigation & Enforcement
PA Attorney ID No. 317073
(717) 787-3663
liszymansk@pa.gov

LDS/ac
Enclosures

cc: Per Certificate of Service
Michael L. Swindler, Deputy Chief Prosecutor (via email - mwindler@pa.gov)
Robert Horensky, Manager, Safety Division (via email - rhorensky@pa.gov)

NOTICE

A. You must file an Answer within 20 days of the date of service of this Complaint.

The date of service is the date as indicated at the top of the Secretarial Letter. *See* 52 Pa. Code §1.56(a). The Answer must raise all factual and legal arguments that you wish to claim in your defense, include the docket number of this Complaint, and be verified. The Answer must be submitted by efilings with the Secretary of the Commission by opening an efilings account through the Commission's website and accepting eservice at <http://www.puc.state.pa.us/efiling/default.aspx>. If your filing contains confidential material, you are required to file by overnight delivery to ensure the timely filing of your submission to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

If your Answer is 250 pages or less, you are not required to file a paper copy. If your Answer exceeds 250 pages, you must file a paper copy with the Secretary's Bureau.

In addition to filing your Answer with the Commission Secretary, please serve a copy on:

Lindsay Dearing Szymanski, Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
liszymansk@pa.gov

B. If you fail to answer this Complaint within 20 days, the Bureau of Investigation and Enforcement will request that the Commission issue an Order imposing the requested relief.

C. You may elect not to contest this Complaint by paying the civil penalty, if any, and performing the requested relief within 20 days. Send only a certified check or money order made payable to the "Commonwealth of Pennsylvania," with the docket number indicated, and mail to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

D. If you file an Answer which either admits or fails to deny the allegations of the Complaint, the Bureau of Investigation and Enforcement will request that the Commission issue an Order imposing the requested relief set forth in this Complaint.

E. If you file an Answer which contests the Complaint, the matter will be assigned to an Administrative Law Judge for hearing and decision. The Judge is not bound by the penalty set forth in the Complaint and may impose additional and/or alternative penalties as appropriate.

F. If you are a corporation, you must be represented by legal counsel. 52 Pa. Code § 1.21.

G. Alternative formats of this material are available for persons with disabilities by contacting the Commission's ADA Coordinator at 717-787-8714.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-
	:	
Repsol Oil and Gas USA, LLC	:	

FORMAL COMPLAINT

NOW COMES the Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission by its prosecuting attorneys, pursuant to Section 2307(b) of Act 13 of 2012, the Unconventional Gas Well Impact Fee Act (“Act 13” or “Act”), 58 Pa.C.S. §§ 2301-2318, and files this Formal Complaint and Notice of Amount Due (“Complaint”) against Repsol Oil and Gas USA, LLC (“Repsol” or “Respondent”) alleging violations of Act 13 related to the 2021 calendar year. In support of its Complaint, I&E respectfully represents the following:

I. COMMISSION JURISDICTION AND AUTHORITY

1. The Pennsylvania Public Utility Commission (“Commission” or “PUC”), with a mailing address of Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120, is a duly constituted agency of the Commonwealth of Pennsylvania empowered to make all inquiries and determinations necessary to calculate and collect the fee, administrative charges and assessments imposed under Act 13, including, if applicable, interest and penalties.

2. Complainant is the Commission's Bureau of Investigation and Enforcement, which is the bureau established to take enforcement actions against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11). *See also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

3. Complainant is represented by:

Lindsay Dearing Szymanski
Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
lszymansk@pa.gov
(717) 787-3663

Michael L. Swindler
Deputy Chief Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
mwindler@pa.gov

4. Respondent is Repsol Oil & Gas USA, LLC, an unconventional gas well producer, as defined in Section 2301 of Act 13, 58 Pa.C.S. § 2301, with a main mailing address of 337 Daniel Zenker Drive, Horseheads, NY 14845.

5. Pursuant to the provisions of the applicable Commonwealth statutes and regulations, the Commission has jurisdiction over the subject matter of this Complaint and the actions of Respondent related thereto.

II. FACTUAL BACKGROUND

6. Chapter 23 of Act 13 authorizes the Commission to collect, administer and distribute fees collected from unconventional gas well producers.¹

7. A “producer” is defined as, “[a] person or its subsidiary, affiliate or holding company that holds a permit *or other authorization* to engage in the business of severing natural gas for sale, profit or commercial use from an unconventional gas well in this Commonwealth” 58 Pa.C.S. § 2301 (emphasis added).

8. Act 13 also authorizes the Commission to impose an annual administrative charge, not to exceed \$50 per spud unconventional gas well, to cover the actual costs incurred to enforce the requirements of Act 13. 58 Pa.C.S. § 2303(c)(1).²

9. These administrative charges, also known as spud fees, must be paid to the Commission with impact fees by April 1 of each year. 58 Pa.C.S. § 2303(c)(1).

10. Here, impact fees imposed under Act 13 were due by April 1, 2022, for wells spud³ during the 2021 calendar year. 58 Pa.C.S. § 2303(a).

¹ An “unconventional gas well” is a “bore hole drilled or being drilled for the purpose of or to be used for the production of natural gas from an unconventional formation.” 58 Pa.C.S. § 2301. An “unconventional formation” is a “geological shale formation...where natural gas generally cannot be produced at economic flow rates or in economic volumes except by vertical or horizontal well bores stimulated by hydraulic fracture treatments or by using multilateral well bores or other techniques to expose more of the formation to the well bore.” *Id.*

² *See also Act 13 of 2021 – Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking*, Docket No. L-2013-2375551 (Order entered May 10, 2021) (*Proposed Rulemaking Order*).

³ “Spud” is defined as “[t]he actual start of drilling of an unconventional gas well.” 58 Pa.C.S. § 2301.

11. The impact fees for the 2021 calendar year totaled \$1,428,100, and the spud fees for the 2021 calendar year totaled \$3,600.

12. The Commission has determined that the producer filing the annual producer report by April 1 of each year (“Annual Report”) is responsible for paying the impact fee of the previous calendar year. *See Act 13 of 2012 – Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23*, PUC Docket No. M-2012-2288561 (Order entered December 20, 2012) (“Clarification Order”) at 11-12.

13. The Commission, through its Clarification Order, determined that:

58 Pa.C.S. § 2303(b) provides that the liability for fee payment attaches to the producer who is responsible for filing the report. To the extent a particular producer, responsible for filing the report, acquired its interest in the well before an annual report is filed that would have included the subject well, that producer is required to include that well in its report and pay the fee for that well.

Clarification Order at 12.

14. A producer is required to file an Annual Report with the Commission listing the number of its spud unconventional gas wells subject to impact fees and administrative charges for the previous calendar year. 58 Pa.C.S. § 2303(b). The Annual Report for 2021 was due by April 1, 2022, and the producer responsible for filing the 2021 Annual Report by April 1, 2022 was Repsol.

15. At the outset of the 2021 calendar year, 72 unconventional gas wells were owned and operated by Rockdale Marcellus Holdings, LLC and Rockdale Marcellus, LLC (“Rockdale”).

16. Additionally, for the 2021 calendar year, Rockdale held a permit issued by the Pennsylvania Department of Environmental Protection (“DEP”) allowing it to sever natural gas from its 72 unconventional gas wells for sale, profit, or commercial use.

17. On or about September 1, 2021, Rockdale filed a bankruptcy petition in the United States Bankruptcy Court for the Western District of Pennsylvania (“Bankruptcy Court”).

18. On or about December 29, 2021, the Bankruptcy Court granted Rockdale’s motion for approval of bidding procedures and a purchase and sale agreement entered into by Rockdale and Repsol whereupon Repsol would acquire all of the 72 unconventional wells, and substantially all of Rockdale’s assets. A true and correct copy of the December 29, 2021, Sales Agreement (“Sales Agreement”) is attached and incorporated herein as I&E Exhibit 1.

19. On or about January 19, 2022, the sale between Rockdale and Repsol closed and Repsol became owner and began acting as operator of the 72 unconventional gas wells effective January 1, 2022, according to the terms of the Sales Agreement. Sales Agreement Sections 4.3, 6.9.

20. On or about January 24, 2022, Repsol representatives were on Site #73087, a multi-well pad, responding to a DEP inspection related to the wells. A true and correct copy of DEP Inspection Record No. 3314647 is attached and incorporated herein as I&E Exhibit 2.

21. Additionally, DEP Inspection Record No. 3314647 went on to state the following:

A Repsol representative arrived on location and confirmed that the release had occurred from this valve and the small hole beneath it on the pad surface was where excavation had taken place. The Repsol representative stated that the release occurred while a well tender was inside the GPU so the individual was not able to stop the release immediately.

DEP Inspection Record No. 3314647, January 24, 2022 [relating to a Repsol operator notifying DEP that a dump line attached to a GPU (gas production unit) was releasing liquid].

22. On or about June 22, 2022, DEP transferred all applicable permits from Rockdale to Repsol *but backdated the effective date* of the permits to February 7, 2022.

23. DEP's well permits authorize a person to dig or alter a well as an "operator" or "well operator." 58 Pa.C.S. § 3211.

24. DEP does not issue a "producer" permit, only "operator" permits.

25. On or about November 30, 2022, the Commission sent an Impact Fee Statement to Repsol for the period of January 1, 2021, through December 31, 2021, in the amount of \$1,428,100. The Commission also sent a Spud Fee Statement in the amount of \$3,600 for the same time period.

26. On or about December 9, 2022, Repsol filed an Objection to PUC's Imposition of Impact Fees for Rockdale Marcellus, LLC and Rockdale Marcellus Holding, LLC's Unconventional Gas Welling Drilling Operations in 2021 citing their matter captioned, "In re: Rockdale Marcellus, LLC, et al," docketed at No. 21-22080 in

the United States Bankruptcy Court for the Western District of Pennsylvania⁴, disclaiming any liability for the payment of the 2021 Impact Fees. A true and correct copy of Repsol's December 9, 2022, Objection is attached and incorporated herein as I&E Exhibit 3.

27. On or about December 16, 2022, Repsol filed Amended Objections to PUC's Imposition of Spud Fees for Rockdale Marcellus, LLC and Rockdale Marcellus Holding, LLC's Unconventional Gas Welling Drilling Operations for the 2021 Calendar Year. A true and correct copy of Repsol's December 16, 2022, Amended Objections is attached and incorporated herein as I&E Exhibit 4.

28. In the December 16, 2022, Amended Objections, Repsol objected to the imposition of the Impact Fees and Spud Fees related to the 2021 calendar year and claimed that the Commission failed to provide Repsol with fair and adequate notice that it would be liable for the 2021 spud fees. See attached I&E Exhibit 4.

29. The Commission has established for over a decade that, "[w]hen a producer for a particular well changes, the producer responsible for filing an Act 13 report on April 1 is responsible for paying the impact fee." Act 13 of 2012 – Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12.

⁴ On April 24, 2023, per Stipulation and Agreed Order Resolving Disputes Between the Rockdale Plan Administrator and Pennsylvania Public Utility Commission, docketed at No. 21-22080 in the United States Bankruptcy Court for the Western District of Pennsylvania, the Rockdale Plan Administrator paid the PUC \$100,000 in full and final satisfaction of the liabilities asserted against Rockdale's estate through the 2021 Impact and Spud Fee Invoices. Additionally, the PUC reserved any and all rights it may have against Repsol in connection with the 2021 impact and spud fees and invoices pursuant to Act 13 associated with Repsol's acquisition of assets.

30. In May of 2023, Repsol filed a second amended Petition for Review with the Commonwealth Court at Docket No. 613 M.D. 2022 seeking declaratory and injunctive relief against the Commission. The Commission raised six preliminary objections, the first being that Repsol had failed to exhaust all available administrative remedies – specifically that such a fact-intensive administrative inquiry warranted the establishment of a Commission-initiated enforcement action. By Order dated July 23, 2024, the Commonwealth Court agreed with the Commission and, in pertinent part, sustained the Commission’s preliminary objection that Repsol failed to exhaust its administrative remedies. That remaining administrative remedy is exhausted by the filing of the within complaint and initiation of an enforcement proceeding.

31. To date, Repsol has not paid the Impact Fee in the amount of \$1,428,100, or the Spud Fee in the amount of \$3,600, for the period of January 1, 2021, through December 31, 2021.

III. VIOLATIONS

32. The foregoing paragraphs are incorporated herein.

33. To date, Respondent has failed to comply with Act 13 in that it has not paid the 2021 calendar year impact fees and administrative charges, known as spud fees, imposed under the Act for its unconventional gas wells. Payment in full of the impact fees and administrative charges for these wells in the amount of \$1,428,100 and \$3,600 respectively was due by April 1, 2022.

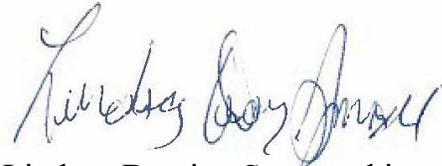
34. If proven, this is a continuing violation of 58 Pa.C.S. § 2303(c) from April 1, 2022, until the impact fees and administrative charges are paid in full.

IV. RELIEF REQUESTED

35. Based on the foregoing allegations, the Bureau of Investigation and Enforcement hereby requests that Respondent be directed to pay a total of \$1,331,700.00.⁵

WHEREFORE, for all the foregoing reasons, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission respectfully requests that, after consideration of the record, the Office of Administrative Law Judge and the Commission find Repsol Oil and Gas USA, LLC in violation of the count set forth herein and grant the relief specified above.

Respectfully submitted,



Lindsay Dearing Szymanski
Prosecutor
PA Attorney ID No. 317073

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
(717) 787-3663
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Date: February 7, 2025

⁵ This amount reflects the 2021 impact fees of \$1,428,100 and administrative charges of \$3,600, adjusted for the \$100,000 payment from the Rockdale Plan Administrator, as the Plan Administrator waived any claim to a refund during Rockdale's bankruptcy court proceeding. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1395, ¶6.

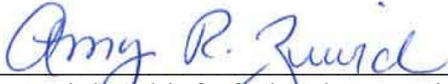
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-
	:	
Repsol Oil and Gas USA, LLC	:	

VERIFICATION

I, Amy Zuvich, Chief of the Fiscal Operations Division of the Pennsylvania Public Utility Commission's Bureau of Administration, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief and that I expect the Bureau will be able to prove the same at any hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: February 7, 2025



Amy Zuvich, Chief of Fiscal Operations
Fiscal Operations Division
Bureau of Administration
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

I&E Exhibit 1

Sale Agreement

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This AMENDMENT TO PURCHASE AND SALE AGREEMENT, dated as of January 19, 2022 (this "Amendment"), is entered into by and among ROCKDALE MARCELLUS, LLC, and ROCKDALE MARCELLUS HOLDINGS, LLC, each a Texas limited liability company (together, collectively, "*Seller*"), both having an address of 4600 J. Barry Court, Suite 320, Canonsburg, PA 15317, and REPSOL OIL & GAS USA, LLC, a Texas limited liability company ("*Purchaser*"), with an office located at 2455 Technology Forest Blvd., The Woodlands, TX 77381. Each of Seller and Purchaser are sometimes separately referred to as a "*Party*" and are sometimes collectively referred to as "*Parties*".

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated as of December 22, 2021 (the "Original Purchase Agreement"; the Original Purchase Agreement, as amended by this Amendment and as the same hereafter further may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, herein is referred to as the "Purchase Agreement");

WHEREAS, pursuant to (i) Section 15.3 of the Original Purchase Agreement, and (ii) the Sale Order, Seller and Purchaser have agreed to amend the Original Purchase Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein, including in the preamble and recitals above, shall have the meanings ascribed to such terms in the Original Purchase Agreement.

SECTION 2. Amendments to Original Purchase Agreement. Seller and Purchaser agree that the Original Purchase Agreement is hereby amended by amending and restating the same in the form set forth in the Purchase Agreement attached hereto as Annex A.

SECTION 3. References. From and after the date hereof, all references in the Original Purchase Agreement to the "Agreement" shall be deemed to refer to the Purchase Agreement.

SECTION 4. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Receipt by facsimile of any executed signature page to this Amendment shall constitute effective delivery of such signature page. This Amendment, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 5. No Oral Agreement. This Amendment, the Purchase Agreement and the other documents executed in connection herewith and therewith represent the final and entire agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

SECTION 6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

SECTION 8. Governing Law. Sections 15.8 and 15.9 of the Purchase Agreement are incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

SELLER:

ROCKDALE MARCELLUS, LLC, a Texas limited liability company

By:  _____

Name: Eddie J. Hebert

Title: Chief Executive Officer

ROCKDALE MARCELLUS HOLDINGS, LLC, a Texas limited liability company

By:  _____

Name: Eddie J. Hebert

Title: Chief Executive Officer

Signature Pages to Amendment to Purchase and Sale Agreement

PURCHASER:

REPSOL OIL & GAS USA, LLC, a Texas limited
liability com _____ 1

By: _____

Lauren A. Wilder
Business Development Manager (North America)

Signature Pages to Amendment to Purchase and Sale Agreement

ANNEX A

Amended Purchase Agreement

See attached

Schedules to Amended Credit Agreement

Execution Version

PURCHASE AND SALE AGREEMENT

by and among

ROCKDALE MARCELLUS, LLC and ROCKDALE MARCELLUS HOLDINGS, LLC

and

REPSOL OIL & GAS USA, LLC,

as Purchaser

DATED DECEMBER 29, 2021

RELATING TO OIL AND GAS INTERESTS IN THE COMMONWEALTH OF PENNSYLVANIA

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- D Non-Foreign Affidavit

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- 14.2(c) Assumed Contracts

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "*Agreement*") is dated as of December 29, 2021 (the "*Execution Date*"), by and among ROCKDALE MARCELLUS, LLC, and ROCKDALE MARCELLUS HOLDINGS, LLC, each a Texas limited liability company (together, collectively, "*Seller*"), both having an address of 945 Bunker Hill Road, Suite 950, Houston, Texas 77024, and REPSOL OIL & GAS USA, LLC, a Texas limited liability company ("*Purchaser*"), with an office located at 2455 Technology Forest Blvd., The Woodlands, TX 77381. Each of Seller and Purchaser are sometimes separately referred to as a "*Party*" and are sometimes collectively referred to as "*Parties*".

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Free and Clear, Seller's interests in oil and gas exploration, development and producing properties located in Bradford, Tioga, and Lycoming Counties, Pennsylvania and certain related assets;

WHEREAS, Seller commenced cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "*Bankruptcy Code*"), by filing voluntary petitions on September 21, 2021 (the "*Petition Date*") for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania jointly administered under Case No. 21-22080-GLT (the "*Bankruptcy Court*" and, such cases the "*Chapter 11 Cases*"); and

WHEREAS, subject to Seller's receipt of a Highest or Best Proposal at any auction for sale of the Assets, the terms and conditions set forth in this Agreement and the Bid Procedures Order, and the entry of the Sale Order, Seller desires to sell to the Purchaser and the Purchaser desires to purchase from the Seller, all of Seller's right, title and interest in and to the Assets Free and Clear, in each case on the terms and subject to the conditions set out in this Agreement and the Sale Order.

NOW THEREFORE, in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, Purchaser and Seller agree as follows:

ARTICLE 1 DEFINITIONS / EXHIBITS

Capitalized terms used herein shall have the meanings set forth in this Article 1, unless the context otherwise requires:

"*365 Schedule*" has the meaning set forth in *Section 14.2(b)*.

"*Accounting Notice*" has the meaning set forth in *Section 7.1(d)*.

"*Accounting Referee*" has the meaning set forth in *Section 7.1(d)*.

"*Affiliate(s)*" means any Person that (a) controls, either directly or indirectly, a Party, or (b) is controlled, directly or indirectly, by such Party, or (c) is, directly or indirectly, controlled by a Person that directly or indirectly controls such Party, for which purpose "control" shall mean the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors or similar representation of a Person.

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

“*Allocated Value*” has the meaning set forth in *Section 2.3(b)*.

“*Alternative Transaction*” means, other than the transactions contemplated by this Agreement and the other Transaction Documents, whether by one transaction or any series of transactions, any (a) sale, transfer, assignment, surrender, abandonment, or other disposition, directly or indirectly, of all or any portion of the Assets to any Person or Persons other than Purchaser or Purchaser’s designee pursuant to the terms of this Agreement; (b) issuance, sale, transfer or other disposition, in each case by any Seller, of any class of equity securities, ownership interests or voting securities of any Seller; (c) merger, consolidation, recapitalization, business combination, partnership, joint venture, reorganization, restructuring, dissolution, liquidation, tender offer, share exchange, debt-for-equity exchange, rights offering, structured dismissal or other similar transaction involving Seller; (d) the entry of an Order of the Bankruptcy Court granting relief from the automatic stay to foreclose on any material portion of the Assets or the consummation of any state court foreclosure action as to any material portion of the Assets; (e) successful credit bid transaction with respect to the Assets; and (f) the consummation of any of the foregoing (a)–(e) pursuant to a Chapter 11 plan of reorganization or liquidation or pursuant to Section 363 of the Bankruptcy Code.

“*Assets*” means all of Seller’s right, title and interest in and to all of its assets including the following, to the extent transferable, other than the Excluded Assets:

(i) the Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, non-participating royalty interests, net profits interests, mineral fee interests, carried interests and other rights of any kind and character to Hydrocarbons in place and the leasehold estate created thereby that are described on Exhibit A-1, including all pooled or unitized acreage that includes all or a part of any such interests or other rights (the “*Mineral Interests*”), and all tenements, hereditaments and appurtenances belonging to the Mineral Interests;

(ii) the oil and gas wells (as may now or in the future may be used for any purpose) located on the Mineral Interests, including, without limitation, the working interests and overriding royalty interests in the wells, described on Exhibit A-2 together with the assets described on Exhibit A-2 under the headings “Other Non-Producing Wells” and “Other Well Activity” (collectively, the “*Wells*” and together with the Mineral Interests, the “*Oil and Gas Interests*”);

(iii) the surface fee interests listed on Exhibit A-3, and the easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights or interests appurtenant to, and used or held for use in connection with the Oil and Gas Interests or the Equipment (the “*Surface Interests*” and, together with the Oil and Gas Interests, the “*Properties*”);

(iv) the equipment, machinery, fixtures, gas gathering systems, pipelines, manifolds, processing units, compression facilities and other tangible personal property and improvements necessary or convenient for the operation of the Oil and Gas Interests, including the vehicles described on Exhibit A-4 and the water assets described on Exhibit A-5 (the “*Equipment*”);

(v) subject to *Section 14.1*, the Assumed Contracts and all rights accruing thereunder;

(vi) the materials and equipment inventory, if any, located on the Properties on the Closing Date;

(vii) all Hydrocarbons within, produced from or attributable to the Oil and Gas Interests from and after the Effective Date, including any Hydrocarbons in storage tanks upstream of delivery points to the relevant purchasers (inclusive of tank bottoms), all linepack in any pipelines, in each case as of the Effective Date, that were produced for the account of Purchaser from and

after the Effective Date, and all products, plant and transportation imbalances as of and after the Effective Date;

(viii) all Causes of Action (and all supporting documents and information, including information subject to privilege, supporting the same) relating to any other Assets;

(ix) paper or electronic lease records, title records, well logs, production records, regulatory files, environmental files and other geological and geophysical data and any interpretative techniques and processes, including without limitation, any interpretive geological and geophysical information, economic analysis, and any information or other similar data, to the extent transferable by the Seller to Purchaser at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Purchaser has, prior to the Closing, separately agreed in writing to pay such fee or penalty) and other records pertaining exclusively to the Assets, excluding the Excluded Records (the "*Records*");

(x) all rights (including intangible and inchoate rights), Claims, rights of setoff, rights under warranties and indemnities made by prior owners, manufacturers, vendors and third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Assets or to any Assumed Obligations, including any and all Claims of Seller against other Persons pertaining to Imbalances attributable to the Assets;

(xi) to the extent transferable by the Seller to Purchaser at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Purchaser has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Properties;

(xii) any federal, state and local governmental licenses, permits, franchises, orders, exemptions, variances, waivers, authorizations, certificates, consents, rights, privileges and applications therefor, in each case to the extent relating to the ownership or operation of the Properties ("*Governmental Authorizations*");

(xiii) all intellectual property owned by Seller (including all data, files and records relating thereto), including without limitation, all software, and service names, (excluding any tradenames, trademarks and service names, registered or unregistered);

(xiv) All vehicles listed on Exhibit A-4;

(xv) All cash constituting Suspense Funds; and

(xvi) That certain Master Geophysical Data-Use License dated as of December 18, 2017 by and between CGG Land (U.S.) Inc. and Rockdale Marcellus, LLC as amended by that certain Supplement No. CGG-Land-001, dated as of December 20, 2017.

"*Assumed Contract*" has the meaning set forth in *Section 14.2(c)*.

"*Assumed Litigation*" means the following actions: (a) *Big Hill Land Management FLP v. Rockdale Marcellus, LLC*, No. 158-2019 (Court of Common Pleas of Tioga County, PA); (b) *Thaddeus K. Stevens, et al. v. Rockdale Marcellus, LLC & SWN Prod. Co.* (Private arbitration); and (c) *Rockdale v. PADEP*, No. 2021-045 (Pennsylvania Environmental Hearing Board).

“*Assumed Obligations*” has the meaning set forth in *Section 9.1*.

“*Assumed Trade Obligations*” means those trade obligations set forth on *Schedule 9.1(f)*.

“*Auction*” means the auction process contemplated by and more fully set forth in the Bid Procedures Order.

“*Avoidance Action*” means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

“*Bankruptcy Code*” has the meaning set forth in the Preamble.

“*Bankruptcy Court*” has the meaning set forth in the Preamble.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure.

“*Bid Procedures Order*” means the *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets; (II) Scheduling an Auction for and Hearing to Approve the Sale; (III) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale; (IV) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (V) Approving Form and Manner of Notice Thereof; and (VI) Granting Related Relief*, entered in the Chapter 11 Cases at Docket No. 297.

“*Business Day*” means any day other than a Saturday, Sunday or a day on which banks are closed for business in Houston, Texas.

“*Cause of Action*” means any and all claims, actions, causes of action, choses in action, suits, debts, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including all claims and any avoidance, recovery, subordination, or other actions against Insiders and/or any other Entities under the Bankruptcy Code, including Avoidance Actions) of any of the Debtors, the debtors in possession, and/or the Estates, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, that are or may be pending, whether unasserted or asserted, as of the date of entry of the Sale Order.

“*Casualty Loss*” has the meaning set forth in *Section 11.1*.

“*CERCLA*” has the meaning set forth in the definition of “Environmental Law”.

“*Chapter 11 Cases*” has the meaning set forth in the Recitals.

“*Claim*” means a right to (a) a payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (b) an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. Without limiting the foregoing and for the avoidance of doubt, a Claim includes but is not limited to any loss, liability, claim (as defined in Bankruptcy Code § 101(5)), demand, judgment, sanction, penalty, action, obligation, commitment, assessment, settlement, fee, debt, deficiency, guaranty of any kind, proceeding, damage, cost, or expense

(including court costs and professional fees (including attorneys' fees and costs)) whatsoever, whether at law or in equity, whether known or unknown, fixed, liquidated, contingent, or otherwise, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether under any theory of successor or transferee liability and whether imposed by agreement, understanding, law, or otherwise.

"Claim Notice" has the meaning set forth in *Section 10.1(d)*.

"Closing" means (i) the execution and delivery of the operative conveyances and other Closing documents evidencing this transaction, and (ii) the payment of the Unadjusted Purchase Price to Seller, as adjusted by the Preliminary Accounting, and any other amounts to be paid at Closing pursuant to the terms of this Agreement.

"Closing Assignments" shall mean the assignments and bills of sale to be executed and delivered by Seller to Purchaser at Closing conveying the Assets to Purchaser substantially in the form as set forth on Exhibit C.

"Closing Date" has the meaning set forth in *Section 4.2*.

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

"Confidentiality Agreement" has the meaning set forth in *Section 6.1(b)*.

"Contract" means any agreement, contract, undertaking or obligation (in each case, whether written or oral) that is legally binding, in each case other than Mineral Interests, Surface Interests and Governmental Authorizations.

"Cure Costs" has the meaning set forth in *Section 14.2(a)*.

"Data Protection Law" means data protection legislation or any statutory equivalent in force in the locale where Personal Data is being received, processed or transferred.

"Designated Third Party Hedge Providers" has the meaning set forth in the Final DIP Order.

"DOJ" has the meaning set forth in *Section 12.1(d)*.

"DIP Secured Parties" has the meaning set forth in the Final DIP Order.

"Disputed Cure Cost" means any Cure Cost in excess of the Seller's good faith estimate of the Cure Cost for any Assumed Contract.

"Effective Date" means 12:01 a.m. Eastern Time on January 1, 2022.

"Encumbrance" means any charge, claim, community property interest, right of way, easement, covenant, condition, equitable interest, Lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Obligations" has the meaning set forth in *Section 9.3*.

"Environmental Law" means all applicable federal, state or local laws and regulations concerning or relating to the pollution, protection or restoration of the environment, including, but not limited to, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980

("CERCLA"), the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substance Control Act, the Hazardous and Solid Waste Amendments Act of 1984, the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Clean Water Act, the National Environmental Policy Act, the Endangered Species Act, the Fish and Wildlife Coordination Act, the National Historic Preservation Act and the Oil Pollution Act of 1990, as such laws have been and may be amended, replaced or substituted from time to time and all regulations, orders, rulings, directives, requirements and ordinances promulgated thereunder.

"*Equipment*" has the meaning set forth in the definition of "Assets".

"*Escrow Agent*" has the meaning set forth in *Section 2.4*.

"*Escrow Agreement*" has the meaning set forth in *Section 2.4*.

"*Excluded Assets*" means the following:

- (i) the Excluded Records;
- (ii) any Contract that is not an Assumed Contract;
- (iii) the assets described in Exhibit B;
- (iv) all limited liability company membership interests in and to Rockdale Marcellus, LLC;
- (v) any Governmental Authorizations which by their own terms are not transferable;
- (vi) to the extent not transferable by the Seller to Purchaser at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Purchaser has, prior to the Closing, separately agreed in writing to pay such fee or penalty), any intellectual property owned by Seller Group (including all data, files and records relating thereto);
- (vii) any proceeds arising from production prior to the Effective Date;
- (viii) any refunds, retainers and deposits excluding Suspense Funds;
- (ix) all Hydrocarbons produced from the Properties with respect to all periods prior to the Effective Date;
- (x) all Third Party equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well, any equipment, inventory, machinery, tools and other personal property not currently in use for the operation of a Well or Wells, all vehicles and rolling stock (other than the Vehicles), and work over rigs, drilling rigs and related equipment, rental equipment, computers and their associated equipment and software, copy machines, and televisions; and
- (xi) All cash except for any cash constituting Suspense Funds.

"*Excluded Records*" means:

(i) any data, information, software and records to the extent that disclosure or change in ownership in connection with the transactions contemplated by this Agreement is prohibited by applicable Law;

(ii) all corporate, partnership, financial, tax, and related legal records and files, including but not limited to all work product of and attorney client communications with Seller's counsel, related to Excluded Assets;

(iii) data and records relating to the sale of the Assets, including bids received from and records of negotiations with third Persons;

(iv) any data, information or records to the extent relating to the Excluded Assets;

(v) any such data, information or records (including without limitation Seller's proprietary geological or geophysical interpretations or similar data and information) that are transferrable only upon consent, payment of a license, transfer or other fee or royalty to a third Person, or transferrable only if Purchaser executes a license, royalty or other agreement with a third Person, unless Purchaser pays such fee or royalty or executes such license; or

(vi) any seismic data to the extent that such lease is not transferrable without expense to Seller.

"Execution Date" has the meaning set forth in the Preamble.

"Final Accounting" has the meaning set forth in *Section 7.1(d)(i)*.

"Final Accounting Date" has the meaning set forth in *Section 7.1(d)(i)*.

"Final DIP Order" means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* entered at Docket Number 271 in the Chapter 11 Cases.

"Final Order" means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented to by Purchaser) and as to which (A) the time to appeal, petition for certiorari, or move for a new trial, stay, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, re-argument or rehearing will then be pending or (B) if an appeal, writ of certiorari, new trial, stay, re-argument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) will have been affirmed by the highest court to which such Order was appealed, or certiorari will have been denied, or a new trial, stay, re-argument or rehearing will have expired, as a result of which such proceeding or Order will have become final in accordance with Bankruptcy Rule 8002; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order, will not cause an Order not to be a Final Order.

"Final Purchase Price" has the meaning set forth in *Section 2.3(a)*.

"FTC" has the meaning set forth in *Section 12.1(d)*.

"Free and Clear" means free and clear of all Claims, Liens, liabilities and Encumbrances (other than Permitted Encumbrances) pursuant to sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code and Rules 6004 and 6006 of the Bankruptcy Rules, in each case, other than the Assumed Obligations.

"Governmental Authority" means any national government or government of any political subdivision, and departments, courts, commissions, boards, bureaus, ministries, agencies or other instrumentalities of any of them.

"Governmental Authorizations" has the meaning set forth in the definition of "Assets".

"Hazardous Substance" shall mean (a) any "hazardous substance," as defined by CERCLA; (b) any "hazardous waste" or "solid waste," in either case as defined by RCRA; (c) any asbestos-containing materials in any form or condition; (d) any polychlorinated biphenyls in any form or condition; (e) Hydrocarbons or any fractions or byproducts thereof; and (f) any air pollutant which is so designated by the U.S. Environmental Protection Agency as authorized by the Clean Air Act.

"Highest or Best Proposal" shall mean any bona fide proposal or offer to or from a Person other than the Purchaser or its representatives with respect to (a) any plan of reorganization or liquidation, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or equity interests or restructuring involving the Assets, or (b) any other direct or indirect acquisition involving the Assets, an Alternative Transaction that, in each case, the Seller has determined in good faith, after consultation with its outside financial advisors and outside legal counsel, would, if consummated, result in the highest or otherwise best transaction for the Seller, taking into account all terms thereof, including (x) the likelihood and timing of consummation, and (y) all material legal, financial (including the financing terms of any such proposal), conditionality, regulatory and other aspects of such proposal.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Hydrocarbons" means oil, gas, condensate or any other gaseous and liquid hydrocarbons or any combination or constituents thereof, including sulfur and other constituents extracted therefrom.

"Imbalances" shall mean all Well Imbalances and Pipeline Imbalances.

"Indemnified Party" has the meaning set forth in Section 10.1(d).

"Indemnifying Party" has the meaning set forth in Section 10.1(d).

"Known/Knowledge" whenever a statement regarding the existence (or absence) of any fact in this Agreement is qualified by a phrase such as "to such Party's Knowledge", "Known to such Party," or "had actual Knowledge", the Parties intend that the only information to be attributed to such Party is information actually known to (a) the person in the case of an individual or (b) in the case of a corporation (or other business entity), the current officers and managers who devote substantial attention to matters of such nature during the ordinary course of his or her employment. Unless otherwise specifically provided in this Agreement, no Party is represented or obligated to have undertaken a separate investigation in connection with the transaction contemplated in this Agreement to determine the existence (or absence) of any statement or representation qualified by a phrase such as "to such Party's Knowledge", "Known to such Party" or "had actual Knowledge".

“*Laws*” means all laws, statutes, rules, regulations, ordinances, orders, writs, injunctions, decrees, requirements, judgments and codes of Governmental Authorities, including obligations arising under the common law.

“*Lien*” means all liens, whether consensual or statutory (including mechanic’s, materialman’s, carrier’s, repairer’s, contractor’s and other similar liens arising under any Laws), replacement liens, adequate protection liens or other liens granted under *Sections* 361, 363 or 364 of the Bankruptcy Code, mortgages, deeds of trust, hypothecations, pledges, security interests, charges, options and transfer restrictions, including without limitation, rights of first refusal or first offer, defect or objection liens, rights of others, servitudes, claims, encumbrances, leases, subleases, licenses, occupancy agreements, adverse claims or interests, easements, covenants, encroachments, burdens, title defects, title retention agreements, voting trust agreements, interests, equity, or other restrictions or limitations of any nature whatsoever, including, without limitation, such as may arise under any contracts, and any “claim,” “lien,” or “security interest,” as those terms are defined in the Bankruptcy Code, and any restriction or interest that constitutes an “interest” for the purposes of Bankruptcy Code § 363(f).

“*Losses*” has the meaning set forth in *Section* 12.1(a).

“*Material Adverse Effect*” means any events, changes or circumstances that, individually or in the aggregate, have, or would reasonably be expected to (a) result in a material adverse effect on the value, ownership or operation of the Assets, taken as a whole or (b) result in a material adverse effect on Seller’s ability to consummate the transactions contemplated under this Agreement or perform its obligations under this Agreement; provided, however, that Material Adverse Effect shall not include adverse effects resulting from any of: changes in oil and gas prices; changes in industry, economic or political conditions, or markets; changes in condition or developments generally applicable to the oil and gas industry in any area or areas where the Assets are located; acts of nature, including hurricanes, storms, earthquakes and other natural disasters; acts or failures to act of Governmental Authorities; civil unrest or similar disorder; terrorist acts; changes or proposed changes in Laws or GAAP or the interpretation or enforcement thereof; effects or changes that are cured (as determined by Purchaser in its sole discretion) or no longer exist by the earlier of the Closing and the termination of this Agreement pursuant to *Section* 15.1; failure to meet internal or third party projections or forecasts; and changes resulting from the announcement, pendency or consummation of the transactions contemplated hereby or the performance of the covenants set forth in *Article* 6 hereof (including any disruption in supplier, distributor, customer, partner or similar relationships, work stoppages, any loss or threatened loss of employees or other employee disruption).

“*Material Contract*” means any Contract that does not constitute or evidence a Mineral Interest, Surface Interest and Governmental Authorization that is not terminable by Seller at will (without penalty) on 180 days’ notice or less, and that is intended to be assigned to Purchaser pursuant to this Agreement, and is of one or more of the following types:

- (i) involves obligations of, or payments to or from, Seller in any 12-month period in excess of \$1,000,000;
- (ii) restricts Seller from freely engaging in any business or competing anywhere;
- (iii) is a joint development agreement, exploration agreement, data license agreement or acreage dedication agreement; or
- (iv) is a Hydrocarbon sale, gathering, transportation, or processing agreement;

(v) provides for the joint operation or ownership of any Property with an Allocated Value exceeding \$1,000,000; or

(vi) is a judicial order, consent order, settlement agreement or similar document that affects the ownership or operation of any of the Assets.

“*Mineral Interest*” has the meaning set forth in the definition of “Assets”. For the avoidance of doubt, the term Mineral Interest expressly includes oil and gas.

“*Net Mineral Acres*” means the result of the percentage of Hydrocarbon ownership controlled by Seller from the applicable Mineral Interest multiplied by the gross acreage of the lands said Mineral Interest covers immediately prior to the Effective Date. Net Mineral Acres are shown in Exhibit A-1, but are not warranted as being accurate.

“*Net Revenue Interest*” means, with respect to an Oil and Gas Interest, the aggregate fractional or percentage interest of Seller in and to all Hydrocarbon production (either in-kind or the share of proceeds from sales of Hydrocarbon production) from the applicable Oil and Gas Interest, after the deduction of all burdens upon such Oil and Gas Interest such as royalties, overriding royalties, net profits interests or similar burdens on production. Net Revenue Interests are shown in Exhibit A-2, but are not warranted as being accurate.

“*NORM*” has the meaning set forth in *Section 13.4*.

“*Notice Period*” has the meaning set forth in *Section 10.1(d)*.

“*Oil and Gas Interest*” has the meaning set forth in the definition of “Assets”.

“*Order*” means any order, writ, judgement, injunction, decree, stipulation, determination or award entered into by or with any Governmental Authority, including the Bankruptcy Court.

“*Outside Closing Date*” has the meaning set forth in *Section 12.1*.

“*PADEP*” means Pennsylvania Department of Environmental Protection.

“*Party(ies)*” has the meaning set forth in the Preamble.

“*Performance Deposit*” has the meaning set forth in *Section 2.4*.

“*Permitted Encumbrance*” means any or all of the following:

(i) royalties and any overriding royalties, net profits interests, free gas arrangements, production payments, reversionary interests and other similar burdens on production (in each case not in excess of the Cure Costs applicable to the relevant Asset);

(ii) all reservations, exceptions, limitations, Contracts, assignments, leases and subleases, farmout agreements, joint or unit operating agreements, pooling or unitization agreements, letter agreements, production processing or handling agreements, interconnect, transportation, gathering, gas sales, metering and allocation agreements, easements, rights-of-way and all other instruments binding upon the Oil and Gas Interests at Closing;

(iii) rights of first refusal, preferential rights to purchase and similar rights, and third Person consent to assign rights with respect to the Assets, in each case, that are triggered by the

transactions contemplated herein and that will be released from the Assets pursuant to the Sale Order;

(iv) liens for Taxes or assessments not yet delinquent or, if delinquent, contested in good faith by appropriate actions, in each case, that will be released from the Assets pursuant to the Sale Order;

(v) materialman's, mechanic's, repairman's, employee's, contractor's, operator's and other similar liens or charges arising in the ordinary course of business for amounts not yet delinquent (including any amounts being withheld as provided by Law), or if delinquent, being contested in good faith by appropriate actions, in each case, that will be released from the Assets pursuant to the Sale Order;

(vi) all required notices to, filings with, or other actions by Governmental Authorities in connection with the sale or conveyance of the Oil and Gas Interests therein that are triggered by the transactions contemplated herein if they are not required or customarily obtained prior to the sale or conveyance;

(vii) easements, rights-of-way, covenants, servitudes, permits, surface leases and other rights in respect of surface operations;

(viii) calls on production under any Assumed Contract;

(ix) all rights reserved to or vested in any Governmental Authorities to control or regulate any of the Assets in any manner or to assess Tax with respect to the Assets, the ownership, use or operation thereof, or revenue, income or capital gains with respect thereto, and all rights, obligations and duties under all applicable Laws of any such Governmental Authority or under any franchise, grant, license or permit issued by any Governmental Authority;

(x) any lien, charge or other encumbrance on or affecting the Assets which is expressly waived or assumed in writing by Purchaser, or bonded or paid by Purchaser, at or prior to Closing or which is discharged by Seller at or prior to Closing and all defects or irregularities resulting from failure to record releases of liens, production payments or mortgages that have expired by their own terms or the enforcement of which are barred by applicable statutes of limitation;

(xi) any lien or trust arising in connection with workers' compensation, unemployment insurance, pension or employment laws or regulations, in each case, that will be released from the Assets pursuant to the Sale Order;

(xii) limitations (including drilling and operating limitations) imposed on the Oil and Gas Interests by reason of the rights of subsurface owners or operators in a common property;

(xiii) any Encumbrance identified on Exhibit A-1 or A-2, or the disclosure schedules hereto;

(xiv) [reserved]

(xv) any other Encumbrances to the extent released from the Assets by the Sale Order;
and

(xvi) provided, however, and for the avoidance of doubt, the items described in subparagraphs (iii), (iv), (v), (vi), (x), (xii) and (xv) of this definition will not be considered Permitted Encumbrances for purposes of the Sale Order and the Free and Clear relief granted therein and rather all such items will be released by the Sale Order.

"Petition Date" has the meaning set forth in the Preamble.

"Person" means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

"Personal Data" means any information relating to an identified or identifiable individual.

"Pipeline Imbalance" shall mean any marketing imbalance between the quantity of Hydrocarbons attributable to the Assets required to be delivered by Seller under any Contract or Law relating to the purchase and sale, gathering, transportation, storage, processing or marketing of such Hydrocarbons and the quantity of Hydrocarbons attributable to the Assets actually delivered by Seller pursuant to the relevant Contract or at Law, together with any appurtenant rights and obligations concerning production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

"Pre-Acquisition Review" has the meaning set forth in *Section 6.1*.

"Preliminary Accounting" has the meaning set forth in *Section 9.1(b)*.

"Prepetition RBL Parties" has the meaning set forth in the Final DIP Order.

"Prepetition Second Lien Parties" has the meaning set forth in the Final DIP Order.

"Properties" has the meaning set forth in the definition of "Assets".

"Property Expense" means all capital expenses, joint interest billings, lease operating expenses, lease rentals, bonuses and shut-in payments, royalties, overriding royalties, net profits interests, drilling expenses, workover expenses, geological, geophysical and, except as otherwise provided in this definition below, any other expenditures incurred by Seller, including those expenditures chargeable under applicable operating agreements, or other agreements consistent with the standards established by COPAS, that are attributable to the operation of the Assets conducted during the period in question, and shall include actual overhead costs paid to unaffiliated Third Parties for such period based upon the applicable joint operating agreement and COPAS (and where no joint operating agreement is applicable, the overhead shall be on a per well basis of \$1,000 per month for each producing horizontal well and \$500 per month for each producing vertical well (which amount, solely for purposes of the upward adjustment to the Unadjusted Purchase Price pursuant to *Section 7.1*, shall not exceed \$50,000)), exclusive of costs associated with on-site and off-site technical services not covered by overhead at a fixed rate basis; *provided, however*, that Property Expenses shall not include Taxes.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Amounts" has the meaning set forth in *Section 7.1(b)*.

"Records" has the meaning set forth in the definition of "Assets".

“*Release*” means any presence, releasing, depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing into the environment.

“*Sale*” means the sale process contemplated by and more fully set forth in the Bid Procedures Order.

“*Sale Hearing*” means a hearing conducted by the Bankruptcy Court for consideration of the transaction contemplated by this Agreement on the terms and conditions hereof.

“*Sale Order*” means an Order of the Bankruptcy Court reasonably acceptable in form and substance to Purchaser.

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

“*Seller Amounts*” has the meaning set forth in *Section 7.1(a)(i)*.

“*Seller Group*” means any Affiliate of Seller, and the directors, officers, employees, agents, advisors, and representatives of Seller or any Affiliate of a Seller.

“*Suspense Funds*” has the meaning set forth in *Section 6.14*.

“*Supplemental Disclosure*” has the meaning set forth in *Section 6.3*.

“*Surface Interests*” has the meaning set forth in the definition of “Assets”.

“*Tax*” (and its derivatives) means all taxes imposed by a Governmental Authority, including all income, franchise, profits, margins, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, ad valorem, real or personal property, excise, severance, production, windfall profits, customs, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental, alternative minimum, add-on, value-added and withholding taxes, fees (including impact fees), assessments and similar governmental charges in the nature of a tax, and including additions to tax, penalties and interest with respect to any of the foregoing..

“*Third Party*” means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

“*Transaction Documents*” means this Agreement, each Closing Assignment, Sale Order, any other agreement between or among Purchaser and any Seller that expressly states that it constitutes a Transaction Document for purposes of this Agreement, and all other agreements, documents and instruments entered into by Purchaser, on the one hand, and a Seller, on the other hand, as of or after the date hereof and at or prior to Closing in connection with the transactions contemplated hereby (as each such document, agreement and instrument may be amended, supplemented or modified).

“*Transfer Taxes*” has the meaning set forth in *Section 8.2*.

“*Transition Services Agreement*” means a transition services agreement reasonably acceptable in form and substance to Purchaser and Seller.

“*UGP*” means UGI Texas Creek, LLC, and UGI Energy Services, LLC and each of their affiliates.

“*UGI Amended Contracts*” means the UGI Contracts, as amended (or amended and restated), mutually acceptable to Purchaser and UGI, implementing the material terms outlined on Schedule 1.1.

“*UGI Adversary Proceeding*” means that action pending at Case No. 21-02103-GLT in the United States Bankruptcy Court for the Western District of Pennsylvania and captioned as *Rockdale Marcellus Holdings, LLC and Rockdale Marcellus, LLC v. UGI Texas Creek, LLC, UGI Energy Services, LLC*.

“*UGI Contracts*” means the UGI-related Contracts set forth on Schedule 5.1(h) as items number 2 and 8.

“*Unadjusted Purchase Price*” has the meaning set forth in *Section 2.3(a)*.

“*Well Imbalance*” shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interest of Seller therein and the shares of production from the relevant Well to which Seller is entitled, together with any appurtenant rights and obligations concerning future in kind and/or cash balancing at the wellhead.

“*Wells*” has the meaning set forth in the definition of “Assets”.

“*Working Interest*” means, with respect to an Oil and Gas Interest, the aggregate fractional or percentage interest in and to such Oil and Gas Interest that is burdened with the costs and expenses for maintenance and development of, and operations relating to, such Oil and Gas Interest. Working Interests are shown in Exhibit A-2, but are not warranted as being accurate.

ARTICLE 2 PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. On the terms of, and subject to the conditions contained in, this Agreement and the Sale Order, Seller agrees to sell Free and Clear to Purchaser, and Purchaser agrees to purchase, accept and pay for, the Assets.

Section 2.2 Assets Subject to Existing Agreements and Legal Requirements. Except as otherwise provided in the Sale Order and as otherwise provided in this Agreement, the sale, transfer and conveyance of the Assets to Purchaser will be made subject to, and Purchaser agrees to accept the Assets subject to and agrees to be bound to and to perform, any and all reservations, exceptions, limitations, Assumed Contracts, assignments, leases and subleases, farmout agreements, joint or unit operating agreements, pooling or unitization agreements, letter agreements, production processing or handling agreements, interconnect, transportation, gathering, gas sales, metering and allocation agreements, easements, rights-of-way and all over instruments binding upon the Oil and Gas Interests at Closing, including but not limited to such requirements, agreements, or conditions, (i) that are of record with the Pennsylvania Secretary of State or any county office, or (ii) that have been disclosed or delivered to Purchaser for its review prior to Closing, or that are referred to on any Exhibit or Schedule to this Agreement, or (iii) of which Purchaser has actual knowledge, including, without limitation, any matter included or references in the materials made available to Purchaser by Seller or any other party with the legal right to provide the same.

Section 2.3 Purchase Price.

(a) The total purchase price for the Assets shall be Two Hundred Twenty-Two Million Dollars (\$222,000,000.00) (the “*Unadjusted Purchase Price*”) payable to Seller at Closing and subject to adjustments as provided for in *Article 7*, and as are reflected in the Preliminary Accounting and the Final Accounting (the Unadjusted Purchase Price, as so adjusted, being the “*Final Purchase Price*”).

(i) In addition to the Unadjusted Purchase Price set forth in *Section 2.3(a)*, Purchaser shall assume and pay the Assumed Trade Obligations in an amount not to exceed those set forth on *Schedule 9.1(f)* at Closing.

(b) Seller and Purchaser shall allocate the Final Purchase Price and any liabilities assumed by Purchaser under this Agreement ten percent (10%) to Assets other than the Properties and ninety percent (90%) to the Properties. *Schedule 2.3(b)* sets forth Purchaser's good faith allocation of the Unadjusted Purchase Price among the Oil and Gas Interests for all purposes under this Agreement (with respect to any of the Assets, such value is referred to herein as the "*Allocated Value*" and collectively, the "*Allocated Values*"). Seller has accepted such Allocated Values for purposes of this Agreement and the transactions contemplated hereby, but otherwise make no representation or warranty as to the accuracy of such values.

(c) Payments to be made following the Closing under this Agreement shall be made by wire transfer of immediately available funds within ten (10) Business Days after the final determination is made that such payments are due and payable (pursuant to wire transfer instructions designated in advance by the receiving Party or Parties to the paying Party or Parties in writing) for the account of the respective receiving Party or Parties.

Section 2.4 Performance Deposit. Upon execution of this Agreement, Purchaser shall deposit with Epiq Corporate Restructuring, LLC, a New York limited liability company (the "*Escrow Agent*") Twenty Two Million Dollars (\$22,000,000.00) in good and immediately available funds, as a performance deposit (the "*Performance Deposit*") on the Assets to be transferred to Purchaser hereunder. The Performance Deposit shall be held by Escrow Agent in accordance with that certain Escrow Agreement made and entered into as of December 13, 2021 by and among Seller, Purchaser, and the Escrow Agent (the "*Escrow Agreement*") and this Agreement. In the event that the transactions contemplated hereby are consummated in accordance with the terms of this Agreement, the Parties shall direct the Escrow Agent to release the Performance Deposit to Seller pursuant to the Escrow Agreement and the Performance Deposit shall be applied, without duplication, against the portion of the Unadjusted Purchase Price, as adjusted by the Preliminary Accounting, due from Purchaser to Seller at Closing. In the event that this Agreement is terminated, the Parties shall immediately direct the Escrow Agent to release the Performance Deposit to either Purchaser or Seller in accordance with *Section 12.2*. Seller, on the one hand, and Purchaser, on the other hand, shall each bear one-half of any costs of Escrow Agent under the Escrow Agreement.

ARTICLE 3
RESERVED

ARTICLE 4
CLOSING

Section 4.1 Closing Conditions.

(a) Purchaser's Closing Conditions.

The obligations of Purchaser to close the transactions contemplated by this Agreement shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(i) The representations and warranties of Seller set forth in *Section 5.1* shall be true and accurate as of the Closing Date and Seller shall have performed in all material respects those covenants and agreements of Seller set forth herein that are required to be performed at or prior to Closing.

(ii) Except for approvals and consents customarily obtained after Closing, all material consents from and filings with any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, effected or waived and all required waiting periods (including under the HSR Act, if applicable) shall have expired.

(iii) No injunction or order enjoining, restraining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall have been issued by any Governmental Authority and shall have remained in effect on the Closing Date.

(iv) The UGI Amended Contracts shall be executed, fully enforceable, assumed by Seller, and assigned to Purchaser.

(v) All objections to the Auction (including the results thereof), Sale, Sale Order, Cure Costs and to the assignment and assumption by the Seller of the Assumed Contracts shall have been withdrawn, waived, or settled (to the satisfaction of Purchaser in its sole discretion), and all reservations of rights included in any objections to the Auction (including the results thereof), Sale, Sale Order, Cure Costs and to the assignment and assumption of the Assumed Contracts shall have been overruled and denied on the merits by the Bankruptcy Court without appeal.

(vi) The Sale Order shall have been entered by the Bankruptcy Court in the Chapter 11 Cases and the Sale Order shall not be stayed or appealed.

(b) Seller's Closing Conditions.

The obligations of Seller to close the transactions contemplated by this Agreement shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(i) The representations and warranties of Purchaser set forth in *Section 5.3* that are qualified by materiality or with reference to a Material Adverse Effect shall be true and accurate and those not so qualified shall be true and accurate in all material respects as of the Closing Date and Purchaser shall have performed in all material respects those covenants and agreements of Purchaser set forth herein that are required to be performed prior to Closing.

(ii) Except for approvals and consents customarily obtained after Closing, all material consents from and filings with any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, effected or waived and all required waiting periods (including under the HSR Act, if applicable) shall have expired.

(iii) No injunction or order enjoining, restraining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall have been issued by any Governmental Authority and shall have remained in effect on the Closing Date.

(iv) The Sale Order shall have been entered by the Bankruptcy Court in the Chapter 11 Cases.

Section 4.2 Time and Place. Unless otherwise mutually agreed, the Closing shall be held on the date which is five (5) Business Days after all conditions to Closing in *Section 4.1* have been met or waived (the "*Closing Date*"), at the offices of Reed Smith LLP located in Houston, Texas. The time and place for Closing may be changed to an earlier or later time and place by mutual written agreement of the Parties, but any acceleration or postponement of the Closing shall not change the Effective Date.

Section 4.3 Closing. The following shall take place at the Closing:

- (a) Seller and Purchaser shall execute and deliver the transfers, assignments and bills of sale, using the forms attached hereto as Exhibit C;
- (b) Seller and Purchaser shall execute and deliver the Transition Services Agreement;
- (c) Purchaser shall deliver or cause to be delivered those agreements, instruments and documents provided for in *Section 6.7* hereof;
- (d) Purchaser shall pay to Seller by wire transfer an amount equal to the Unadjusted Purchase Price, as adjusted by the Preliminary Accounting, less an amount equal to the Performance Deposit (provided that Seller may direct that Purchaser shall pay the Unadjusted Purchase Price, less the Performance Deposit, without adjustment for the estimated Seller Amounts and estimated Purchaser Amounts under the Preliminary Accounting, and in such event on the Closing Date the Party that owes the net amount of the Seller Amounts and the Purchaser Amounts to the other under the Preliminary Accounting shall pay such amount by wire transfer to the other Party); and
- (e) Purchaser and Seller shall execute and deliver, as applicable, the Non-Foreign Affidavit attached as Exhibit D, such designation of operator forms as are necessary to transfer operations to Purchaser for those Oil and Gas Interests that are operated by Seller and which are intended to be operated by Purchaser after the Closing, and such other remaining documents, letters-in-lieu of transfer orders, joinders, ratifications, certificates, instruments or agreements which are contemplated by the transaction described herein or deemed necessary or appropriate by the Parties.

ARTICLE 5
GENERAL REPRESENTATIONS AND WARRANTIES

Section 5.1 Seller's Representations & Warranties. Seller represents and warrants to Purchaser that:

- (a) Organization. Seller is duly formed, validly existing and in good standing under the laws of Texas and is duly qualified to carry on its business in the commonwealth of Pennsylvania.
- (b) Validity of Agreement. Subject to entry of the Sale Order and such other authorization as may be required by the Bankruptcy Court, the Seller has taken all necessary company action to authorize the execution, delivery and performance of this Agreement and has adequate company power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the transaction contemplated hereby. Assuming the due authorization, execution, and delivery of this Agreement by the Purchaser and the entry of the Sale Order, this Agreement is legal, valid and binding with respect to the Seller and is enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar Laws affecting creditors' rights generally.
- (c) No Conflict. The execution and delivery of this Agreement by Seller does not, and the consummation of the transaction contemplated hereunder will not, (i) violate any provision of, or constitute a default under, the limited liability company agreement of Seller, or (ii) to its Knowledge, (A) violate any Law to which Seller is subject, or (B) any provision of any agreement, indenture, mortgage, lien, lease, instrument, order, arbitration award, judgment, or decree to which Seller is a party or by which it or any of the Oil and Gas Interests are bound, except, in the case of subclause (ii) hereof for any such violations or requirements which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or prevent or materially delay the consummation by Seller of the transactions contemplated

by this Agreement, or which become applicable as a result of the execution, delivery, or performance of this Agreement.

(d) Governmental Authorizations. Except as set forth on Schedule 5.1(d), and except as have not or would not reasonably be expected to result in a Material Adverse Effect, Seller has all Governmental Authorizations required and issued by Governmental Authorities under provisions of Law, necessary or required to own and operate the Assets, and to Seller's Knowledge, all such Governmental Authorizations are in full force and effect and not subject to any pending proceeding seeking the revocation or material limitation of such Governmental Authorizations. Seller has not received written notice of any material violations in respect of any such Governmental Authorizations that are unresolved at the date of this Agreement, and to Seller's Knowledge, Seller is not in violation of the terms of any such Governmental Authorizations, except for such violations as have not had or would not reasonably be expected to result in Material Adverse Effect.

(e) Compliance with Laws and Regulations. To Seller's Knowledge, Seller is not in violation of any applicable Laws with respect to the ownership and operation of the Assets, except for such violations as have not had and would not reasonably be expected to result in a Material Adverse Effect. Seller has not received written notice from any applicable Governmental Authority of any violations of any applicable Laws with respect to the ownership and operation of the Assets that are unresolved as of the date of this Agreement.

(f) Litigation. Except for actions, suits or proceedings filed prior to the Execution Date in connection with the Chapter 11 Cases and as disclosed in Schedule 5.1(f), there is no action, suit or proceeding pending with respect to which the Seller has been served or, to the Seller's Knowledge, threatened in writing against the Seller or its Affiliates involving the Seller's interest in the Properties.

(g) Taxes. To Seller's Knowledge, all ad valorem, property, production, excise, severance, windfall profit and similar taxes, impact fees, and assessments payable during Seller's period of ownership with respect to the Oil and Gas Interests and based on or measured by either the ownership or operation of property or the production or removal of Hydrocarbons or the receipt of proceeds therefrom have been timely paid, except for such failures to pay as would not have a Material Adverse Effect and/or no Liens or claims have been filed with respect to all Taxes except those already identified as Permitted Encumbrances. There are no outstanding agreements or waivers extending the applicable statutory periods of limitations with respect to the assessment, collection or payment of any material Tax or to the filing of any tax return with respect to material Taxes that will be binding upon Purchaser after the Closing. No audit, litigation or other proceeding with respect to material Taxes has been commenced or is presently pending, and Seller has not received written notice of a pending claim against it from any Governmental Authority for assessment of material Taxes, and to Seller's Knowledge no such claim has been threatened. All material Taxes required by Law to be withheld or collected with respect to the Assets in connection with any amount paid or owing to any employee, independent contractor, creditor, equity holder or other Third Party have been duly withheld or have been timely paid over to the proper Governmental Authority to the extent due and payable. No written claim has been made in the past three (3) years by any Governmental Authority in a jurisdiction where Seller does not file tax returns with respect of any Taxes that Seller is or may be subject to taxation or assessment by that Governmental Authority. None of the Assets are (or will be as of the Closing Date) held in an arrangement (other than as may arise by virtue of Seller's organizational or governing documents) that is treated as a partnership or any entity for federal, state or local income Tax purposes. Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties in this *Section 5.1(g)* are the only representations and warranties of the Seller in this Agreement with respect to Tax matters.

(h) Material Contracts. All Material Contracts as of the date of this Agreement are listed on Schedule 5.1(h). Except as set forth on Schedule 5.1(h), Seller (i) has not received written notice from any counterparty to a Material Contract of any alleged material default under any such Material Contract, (ii) all Material Contracts are in full force and effect, and (iii) to Seller's Knowledge, Seller is not in material breach or default with respect to any of its obligations under any of the Material Contracts. There are no current notices received by Seller of the exercise of any premature termination, price redetermination, non-performance, or suspension of any Material Contract. Except for the Seismic Data License Agreement dated October 31, 2017 by and between SWEPI LP and Rockdale Marcellus, LLC (as amended), Seller has made available to Purchaser true, correct and complete copies of each Material Contract listed on Schedule 5.1(h).

(i) Liability for Brokerage Fees. Purchaser shall not directly or indirectly have any responsibility, liability or expense, as a result of undertakings or agreements of Seller or any Affiliate of Seller, for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation to an intermediary in connection with the negotiation, execution or delivery of this Agreement or any agreement or transaction contemplated hereby.

(j) Payments for Production. Seller is not obligated by virtue of a take or pay arrangement, advance payment, or similar payment (other than royalties, overriding royalties, minimum throughput commitments, imbalances and gas balancing arrangements) to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to Seller's interest in the Assets at some future time without receiving payment therefor at or after the time of delivery.

(k) Material Consents. To Seller's Knowledge, there are no preferential rights to purchase or required material consents that may be applicable to the sale of the Assets by the Seller that will not be resolved by the Sale Order, other than consents and approvals of Governmental Authorities that are obtained after Closing. All required material consents applicable to the sale of the Assets are set forth on Schedule 5.1(k).

(l) Mineral Interests; Royalties. Except as set forth on Schedule 5.1(f), Seller has not received written notice that remains uncured or outstanding of any demand seeking to terminate any Mineral Interest. Except as set for on Schedule 5.1(l), and except for those amounts held in suspense that are listed on Schedule 5.1(p), all royalties, rentals or other lease burdens payable during Seller's period of ownership with respect to the Assets have been paid by Seller in all respects, and all royalties, rentals or other lease burdens payable during Seller's period of ownership with respect to the Assets. Seller has not incurred, granted or created, or allowed to be incurred, granted, or created, any overriding royalty or similar charge, burden, or encumbrances binding on the Mineral Interests (i) in favor of any current or former officer of the Seller or any current or former member of the Seller's board of managers, or (ii) to any other Person during the period of six (6) months preceding the Effective Date;

(m) Assumed Contracts Cure Costs. Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Cure Costs relating to the Assumed Contracts are as set forth on Schedule 14.2(c).

(n) Wells and Equipment. No Well is (or will be after the Effective Date and on or prior to the Closing Date) subject to penalties on allowables because of any overproductions or any other violation of Laws. All Wells (other than those described on Exhibit A-2 under the headings "Other Non-Producing Wells" and "Other Well Activity" all of which were drilled, constructed or installed in accordance with past practices to the extent of work completed) and Equipment are in an operable state of repair adequate to maintain normal operations in accordance with past practices, ordinary wear and tear excepted, except as would not, individually or in the aggregate, have a Material Adverse Effect.

(o) AFEs. As of the Effective Date, there are no outstanding authorities for expenditure which are binding on the Assets and which Seller reasonably anticipates will individually require expenditures by Purchaser in excess of fifty thousand dollars.

(p) Derivatives. There are no futures, options, swaps, or other derivatives with respect to the sale of Hydrocarbons from the Assets that will be binding on the Assets after Closing.

(q) Suspense Funds. There are no funds held in suspense with respect to the Assets except as provided on Schedule 5.1(q).

Section 5.2 Limitations on Seller's Representations and Warranties.

(a) Except as and to the extent expressly set forth in *Article 5*, (i) Seller makes no representations or warranties, express or implied, and (ii) Seller expressly disclaims all liability and responsibility for any representation, warranty, statement or information made or communicated (orally or in writing) to Purchaser or any of its Affiliates, employees, agents, consultants or representatives (including any opinion, information, projection or advice that may have been provided to Purchaser by any officer, director, employee, agent, consultant, representative or advisor of Seller or any Affiliates thereof).

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN *Article 5* AND THE CLOSING ASSIGNMENTS, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER (1) MAKES NO AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE OIL AND GAS INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE OIL AND GAS INTERESTS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, OR (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO PURCHASER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (2) FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR ANY OF THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, AND AS IS OTHERWISE PROVIDED HEREIN, THAT PURCHASER SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND DEFECTS, AND THAT PURCHASER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PURCHASER DEEMS APPROPRIATE. FURTHERMORE, EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN *ARTICLE 5*, SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS,

ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE COMPANIES OR THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY, PROVIDED, HOWEVER THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT CLAIMS FOR FRAUD OF SELLER.

(c) ACQUISITION OF THE ASSETS SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS, AND SUCH ACQUISITION SHALL CONSTITUTE PURCHASER'S WAIVER, GENERAL RELEASE AND AGREEMENT TO DEFEND, INDEMNIFY AND HOLD SELLER AND EACH MEMBER OF SELLER GROUP HARMLESS FROM ALL LIABILITIES, COSTS OR EXPENSES RELATED TO SUCH CONDITION (INCLUDING, WITHOUT LIMITATION, ANY DEFECT TO OR LIEN OR ENCUMBRANCE UPON THE TITLE TO THE ASSETS, ENVIRONMENTAL CONDITIONS, CERCLA LIABILITY AND DAMAGES TO NATURAL RESOURCES), WHETHER IN CONTRACT, TORT OR STATUTORY, REGARDLESS OF THE PAST NEGLIGENCE, OR FAULT (OTHER THAN GROSS NEGLIGENCE OR RECKLESSNESS) OR STRICT OR STATUTORY LIABILITY OF SELLER OR ANY MEMBER OF SELLER GROUP.

(d) Inclusion of a matter on a schedule attached hereto with respect to a representation or warranty that addresses matters that are material or have a Material Adverse Effect shall not be deemed an indication that such matter is material or does, or may, have a Material Adverse Effect. Schedules may include matters not required by the terms of the Agreement to be listed on the Schedule, which additional matters are disclosed for purposes of information only, and inclusion of any such matter does not mean that all such matters are included.

Section 5.3 Purchaser's Representations & Warranties. Purchaser represents and warrants to Seller:

(a) Organization. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of Texas and is duly qualified to carry on its business in the Commonwealth of Pennsylvania.

(b) Validity of Agreement. Purchaser has the corporate authority to carry on its business as presently conducted, to execute and deliver this Agreement and the other agreements and documents contemplated hereby and to perform its obligations under this Agreement and the other agreements and documents contemplated hereby. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy and other similar laws affecting creditor's rights and to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Conflict. The execution and delivery of this Agreement by Purchaser does not, and the consummation of the transaction contemplated hereunder will not, (i) violate any provision of, or constitute a default under, the governing documents of Purchaser or, (ii) to Purchaser's Knowledge, (A) violate any Law to which Purchaser is subject, or (B) any provision of any agreement, indenture, mortgage, lien, lease, instrument, order, arbitration award, judgment, or decree to which Purchaser is a party, or (iii) require any consent, approval, order, or authorization of, or declaration, filing, or registration with, any Governmental Authority, except for (A) filings by the Parties under the HSR Act and (B) any consents, approvals, orders or authorizations that are customarily obtained after Closing, except, in the cases of subclauses (ii) and (iii) hereof for any such violations or requirements which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or prevent or materially delay the consummation by

Purchaser of the transactions contemplated by this Agreement, or which become applicable as a result of the execution, delivery, or performance of this Agreement.

(d) Receipt of Data. Pursuant to *Section 6.1*, Purchaser has had or will have the opportunity to perform adequate due diligence on the Assets by performing a Pre-Acquisition Review.

(e) Independent Evaluation. Purchaser is an experienced and knowledgeable investor in the oil and gas business and is experienced with the usual and customary practices of producers such as Seller. In making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser has relied solely on the basis of its own independent due diligence investigation of the Assets, relying upon Purchaser's own legal, financial, engineering and technical expertise and advisors.

(f) No Securities Distribution. Purchaser intends to acquire the Assets for Purchaser's own benefit and account and not with a view of making any distribution of securities, within the meaning of the Securities Act of 1933, as amended.

(g) Financing. Prior to Closing, Purchaser will have arranged to have available sufficient funds to enable Purchaser to pay the Unadjusted Purchase Price to Seller at Closing, to obtain any bonds or credit support required pursuant to *Section 6.7*, and otherwise to perform Purchaser's obligations under this Agreement.

(h) Liability for Brokerage Fees. Seller shall not directly or indirectly have any responsibility, liability or expense, as a result of undertakings or agreements of Purchaser or any Affiliate of Purchaser for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation to an intermediary in connection with the negotiation, execution or delivery of this Agreement or any agreement or transaction contemplated hereby.

(i) Litigation, Etc. There are no actions, proceedings, or investigations pending, or to the Purchaser's knowledge, any basis or threat thereof, which question the validity of this Agreement or any other action taken or to be taken in connection herewith or which would have a material adverse effect on the Purchaser.

(j) Qualifications. The Purchaser is qualified with all applicable Governmental Authorities to own and operate the Properties.

(k) Anti-Money Laundering. Purchaser stipulates that the funds used to pay the Performance Deposit and the Unadjusted Purchase Price shall be made from the following account, which account is owned by Purchaser:

Bank Name: HSBC Bank USA, National Association
Bank Address: HSBC Bank USA NA, 452 5th Avenue, New York, NY 10018
ABA#: 021001088
Acct#: 327221364

(l) Operatorship. To Purchaser's Knowledge, (a) Purchaser is not in continuing material violation of any statutes, rules or regulations of the PADEP and (b) there is no reason why Purchaser may not be accepted as an operator by the PADEP or other applicable regulator.

ARTICLE 6
COVENANTS OF THE PARTIES.

Section 6.1 Access to Properties and Information. From and after the Execution Date and pursuant to the terms of this Agreement, Purchaser shall have the right, at its sole cost, risk and expense and at reasonable times during normal business hours, to conduct a review of the Records in Seller's possession, the Assets, and the environmental condition of the Assets, as set forth below (the "*Pre-Acquisition Review*").

(a) *Access to Records.* Seller shall provide Purchaser reasonable access to (i) the Assets, (ii) digital copies of the Records in Seller's possession via a virtual data room containing digital images thereof, for the purpose of conducting a review of the Assets, and to ask questions related to the Assets of certain managers and employees of Seller and its Affiliates, but only to the extent that Seller may do so without (x) violating applicable Law, (y) violating any obligations to any third Person (including any restrictions binding on Seller) or (z) waiving any legal privilege of Seller or its Affiliates, or their respective counselors, attorneys, accountants or consultants. Such access shall be conducted in a manner that minimizes interference with the operation of business of Seller and any applicable third Person. Any conclusions drawn by Purchaser or Purchaser's counselors, attorneys, accountants or consultants shall result from Purchaser's own independent review and judgment.

(b) Purchaser shall maintain the results of its investigation, evaluation and review of files and records, confidential in accordance with and otherwise comply with the terms of the Confidentiality Agreement dated October 21, 2021 (the "*Confidentiality Agreement*").

(c) [intentionally deleted].

(d) While conducting the Pre-Acquisition Review, Purchaser and its employees, agents and consultants shall abide by Seller's safety rules, regulations and other operating policies applicable to such Properties that are furnished to Purchaser by Seller.

Section 6.2 Notification of Breaches. Until the Closing,

(a) Purchaser shall notify Seller promptly after Purchaser obtains Knowledge that any representation or warranty of Seller contained in this Agreement is untrue in any material respect or will be untrue in any material respect as of the applicable Closing Date or that any covenant or agreement to be performed or observed by Seller prior to or on such Closing Date has not been so performed or observed in any material respect; and

(b) Seller shall notify Purchaser promptly after Seller obtains Knowledge that any representation or warranty of Purchaser contained in this Agreement is untrue in any material respect or will be untrue in any material respect as of the applicable Closing Date (or, in the case of Seller's representation and warranty set forth in Section 5.1(f), is untrue in any respect or will be untrue in any respect of the applicable Closing Date) or that any covenant or agreement to be performed or observed by Purchaser prior to or on such Closing Date has not been so performed or observed in a material respect.

(c) Any of Purchaser's or Seller's representations or warranties that are untrue or shall become untrue in any material respect between the Execution Date and the Closing Date, and any of Purchaser's or Seller's covenants or agreements to be performed or observed prior to the applicable Closing Date that have not been so performed or observed in any material respect, shall be considered not to have occurred for all purposes of this Agreement to the extent that any such breach of representation, warranty, covenant or agreement is (if curable) cured by the applicable Closing.

Section 6.3 Supplemental Disclosures. Prior to the Closing, the Seller shall have the right to supplement or amend its Schedules to this Agreement relating to the representations and warranties of the

Seller set forth in *Section 5.1* with respect to any matter hereafter arising or discovered which, if existing (or in the case of any representation or warranty qualified by the Seller's Knowledge, known) at the Execution Date, would have been required to be set forth or described in the Seller's Schedules to this Agreement. In the event that the Seller supplements or amends its Schedules to this Agreement pursuant to the preceding sentence, the Seller shall deliver a copy of the amendment or supplement (in either case, the "Supplemental Disclosure") to the Purchaser and the relevant Schedule will be deemed, for all purposes, to be amended or supplemented as described in the Supplemental Disclosure, as of the Execution Date. If a Supplemental Disclosure discloses facts that would constitute a breach of the Seller's representations and warranties hereunder and such breach would result in the failure of the Purchaser's condition to Closing specified in *Section 4.1(a)* to be satisfied at the Closing, the Purchaser may terminate this Agreement pursuant to *Section 12.1* in its sole discretion which termination of this Agreement pursuant to *Section 12.1* shall be the Purchaser's sole remedy for a breach of a representation and warranty disclosed by the Supplemental Disclosure.

Section 6.4 Operation of the Business. From the Execution Date until the Closing occurs, Seller will continue to operate the Assets in the ordinary course of business and in material compliance with all applicable Laws, and in material compliance with all Contracts, Mineral Interests, Governmental Authorizations and Surface Interests. From the date hereof until Closing, Seller agrees not to, without Purchaser's prior consent, which shall not be unreasonably withheld or delayed:

(a) make (i) any individual expenditure in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), or (ii) aggregate expenditures in excess of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), or commit to do the same or otherwise incur any other obligations or liabilities, other than in the ordinary course of business and as would a prudent operator, except (A) in the event of an emergency requiring immediate action to protect life, prevent environmental contamination, or to preserve the Assets (including without limitation where needed to comply with any drilling obligations needed to maintain any Mineral Interest), (B) with Purchaser's consent (which shall not be unreasonably withheld), Seller shall be free to continue its leasing, lease renewal or extension program in accordance with Seller's past practice; (C) to the extent necessary to comply with applicable Laws, and (C) Seller shall not be restricted in any way from making expenditures in connection with the administration of the Chapter 11 Cases, including but limited to the payment of professional fees and related expenses;

(b) except where necessary to prevent the termination of a Mineral Interest or where needed to comply with any drilling obligations needed to maintain any Mineral Interest, propose the drilling of any additional wells, or propose the deepening, plugging back or reworking of any existing wells, (and Seller agrees that it will advise and consult with Purchaser with respect to any such proposals made by third parties);

(c) sell, transfer or abandon any portion of the Assets other than sales and dispositions of Hydrocarbons and items of materials, supplies, Equipment, improvements or other personal property or fixtures forming a part of the Assets that have become obsolete or unusable and except for any abandonment that is required by law, order or regulation;

(d) enter into any new Material Contract;

(e) fail to maintain any Governmental Authorization affecting the Assets;

(f) enter into any settlement of any issues with respect to any assets or audit or other administrative or judicial proceeding with respect to Taxes for which Purchaser may have liability; or

(g) draw any funds under the Final DIP Order.

Notwithstanding the foregoing, Seller will be free to do any of the foregoing without the consent of Purchaser where needed to comply with Seller's HSE policies in effect as of the Execution Date.

IF CLOSING OCCURS, SUBJECT TO SELLER'S COMPLIANCE WITH THIS SECTION 6.4, AND WITHOUT LIMITING THE SCOPE OF SELLER'S RETAINED OBLIGATIONS OR EXPANDING THE SCOPE OF PURCHASER'S ASSUMED OBLIGATIONS, PURCHASER HEREBY RELEASES SELLER AND EACH MEMBER OF SELLER GROUP FROM ANY LOSSES OF PURCHASER ARISING FROM SELLER'S OR ANY SELLER GROUP MEMBER'S OWN NEGLIGENCE WITH RESPECT TO THE OPERATION OF THE ASSETS FROM THE DATE OF THIS AGREEMENT UNTIL CLOSING OCCURS, INCLUDING SELLER'S OR ANY SELLER GROUP MEMBER'S SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT OR FRAUD), IN ANY CAPACITY, OR FROM ANY LIABILITY TO PURCHASER EXISTING BY OPERATION OF STATUTE OR UNDER STRICT LIABILITY, ARISING OUT OF, CONNECTED WITH OR RELATED TO, SELLER'S OPERATION, OWNERSHIP OR CONTROL OF THE ASSETS FROM THE EFFECTIVE DATE UNTIL THE CLOSING DATE.

Requests for approval of any action restricted by this *Section 6.4* shall be delivered to the following individual, who shall have full authority to grant or deny such requests for approval on behalf of Purchaser:

Name: Sheldon Lillico, Director - Marcellus Business Unit
Email: slillico@repsol.com
Phone: 607-738-9711

Purchaser's approval of any action restricted by this *Section 6.4* shall not be unreasonably withheld or delayed and shall be considered granted within 10 days (unless a shorter time is reasonably required by the circumstances and such shorter time is specified in Seller's notice) of Seller's notice to Purchaser requesting such consent unless Purchaser notifies Seller to the contrary during that period. Notwithstanding the foregoing provisions of this *Section 6.4*, in the event of an emergency, Seller or any member of Seller Group may take such action as reasonably necessary and shall notify Purchaser of such action promptly thereafter.

Section 6.5 Indemnity Regarding Access.

PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, THE SELLER GROUP, THE OTHER OWNERS OF INTERESTS IN THE PROPERTIES, AND ALL SUCH PERSONS' AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), INCLUDING LOSSES ATTRIBUTABLE TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO ACCESS TO THE ASSETS PRIOR TO CLOSING BY PURCHASER OR ANY MEMBER OF PURCHASER'S GROUP, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE), STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY INDEMNIFIED PERSON (BUT NOT GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT OR FRAUD).

Section 6.6 Governmental Reviews.

(a) Seller and Purchaser shall each in a timely manner make (or cause their applicable Affiliates to make) (i) all required filings, and prepare applications to, and conduct negotiations with, each

Governmental Authority as to which such filings, applications or negotiations are necessary or appropriate in the consummation of the transactions contemplated hereby, and (ii) provide such information as the other may reasonably request in order to make such filings, prepare such applications and conduct such negotiations. Each Party shall cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Purchaser shall bear the cost of all filing or application fees payable to any Governmental Authority with respect to the transactions contemplated by this Agreement.

(b) Subject to the terms and conditions herein provided and without limiting the foregoing, from the Execution Date until the Closing, with respect to requirements of the HSR Act, Purchaser and Seller shall, and shall cause its respective Affiliates to:

(i) following approval of the other Parties, make or cause to be made any filing required under the HSR Act as promptly as reasonably practicable (and, in any event, within 10 Business Days of the Execution Date);

(ii) comply, as promptly as is reasonably practicable, with any requests received by such Party or any of its Affiliates under the HSR Act for additional information, documents or other materials;

(iii) cooperate with the other Parties and furnish all information in such Party's possession that is necessary in connection with such other Party's filings;

(iv) promptly inform the other Parties of any communication from or to, and any proposed understanding or agreement with, any Governmental Authority in respect of such filings or any review or investigation of the transaction;

(v) consult and cooperate with the other Parties, including through the exchange of drafts where permissible, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments and opinions made or submitted by or on behalf of any Party to any Governmental Authorities relating to such filings or any review or investigation of the transaction; and

(vi) use reasonable best efforts to cause the expiration of the notice or waiting periods under the HSR Act as promptly as is reasonably practicable (including requesting early termination of the HSR Act waiting period).

Section 6.7 Credit Support; Operatorship.

(a) Purchaser acknowledges that none of the bonds, letters of credit and guarantees, if any, posted by Seller or its Affiliates with Governmental Authorities and relating to the Assets are transferable to Purchaser. On or before the date that is twenty (20) days after the Closing Date, Purchaser shall (a) obtain replacements for those bonds, letters of credit and guarantees described on Schedule 6.7(a), to the extent such replacements are necessary for Purchaser's ownership of the Assets and (b) deliver to Seller evidence of the posting of bonds or other security with all applicable Governmental Authorities meeting the requirements of such authorities to own and, where appropriate, operate, the Assets.

(b) Purchaser acknowledges that it desires to succeed Seller as operator of those Assets or portions thereof that Seller may presently operate. Purchaser acknowledges and agrees that Seller cannot and does not covenant or warrant that Purchaser shall become successor operator of such Assets because the Assets or portions thereof may be subject to operating or other agreements that control the appointment of a successor operator. Seller agrees, however, that as to the Assets Seller operates, Seller shall use commercially reasonable efforts to support Purchaser's efforts to become successor operator of such Assets

(to the extent permitted under any applicable operating agreement) effective as of the Closing (at Purchaser's sole cost and expense) and to designate or appoint, to the extent legally possible and permitted under any applicable operating agreement, Purchaser as successor operator of such Assets effective as of Closing, including by casting Seller's vote in favor of the designation of Purchaser as successor operator of such Assets.

(c) Purchaser acknowledges and agrees that no bonds, letters of credit, guarantee or other security provided by Seller with respect to the Assets shall remain in place for the benefit of Purchaser.

Section 6.8 Recording & Filing. Within sixty (60) days of Closing, Purchaser shall, at its expense, file or record the conveyance documents with the appropriate Governmental Authorities or records office. Purchaser shall provide a copy of same, including recording date, to the Seller and any other contract parties requiring the same.

Section 6.9 Notice to Third Persons. Purchaser shall use commercially reasonable best efforts to notify all lessors, royalty owners, operators, non-operators, purchasers of production, other contract parties and Governmental Authorities that Purchaser has purchased the Assets and has assumed liability for their continued operation from and after the Closing. Purchaser and Seller shall execute all transfer orders, division orders, or letters-in-lieu necessary to transfer payment of the proceeds from the sale of production from the Assets as of the Effective Date to Purchaser, and joinders, ratifications or other similar instruments required to transfer Assets as of the Effective Date to the Purchaser.

Section 6.10 Property Records. After Closing, Seller shall deliver to Purchaser electronic copies of the Records (subject to the limitations contained in this Agreement) which were not already delivered by Seller. Any electronic information or data provided shall be in the same format as that then currently used by Seller and Seller is not required to perform or create additional programming or system support in connection therewith. Seller may retain photocopies, electronic images or other formats of the Records. Seller may excise or redact Records to remove information that would constitute an Excluded Record. Seller and Purchaser shall each appoint one (1) focal point for coordination of the transfer of electronic information and data to Purchaser.

Section 6.11 Use of Name. On or before thirty (30) days after Closing, Purchaser will remove, or cause to be removed, from the facilities pertaining to the Assets, the name, logo and service mark of Seller and its Affiliates, and all variations and derivations thereof, and will not thereafter make use thereof.

Section 6.12 Seller's Insurance. Purchaser acknowledges and agrees that (a) no insurance policies arranged for the benefit of or provided to the Seller or any member of the Seller Group, including any current insurance policies relating to the business or assets of the Seller ("*Current Insurance Policies*"), shall continue after Closing and (b) the Purchaser shall not, and shall ensure that no member of the Purchaser shall, make any claims under any such insurance policies or insurance coverage in respect of facts, events or circumstances arising prior to Closing. The Purchaser further hereby acknowledges and agrees that no historic insurance coverage provided by or to the Seller, including the Current Insurance Policies, shall be available to the Purchaser or the Seller after Closing, with the exception of insurance coverages required by statute or law and, in such limited instances only to the extent that the policies provide such historical coverage. The Purchaser further acknowledges and agrees that it has no right, title or interest in any unearned premiums on any policies maintained by or for the benefit of the Seller or any member of the Seller Group.

Section 6.13 Data Privacy.

(a) Each Party acknowledges that it may be required to process Personal Data during the undertaking of its obligations under this Agreement. Each Party agrees that it shall comply with the obligations imposed by all applicable Data Protection Laws and take appropriate technical and organizational measures against unauthorized or unlawful processing of, accidental loss or destruction of, or damage to Personal Data; provided that, having regard to the state of technological development and the cost of implementing any measures, the measures must ensure a level of security appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected. These measures shall also aim at preventing unnecessary collection and further processing of such Personal Data.

(b) All Personal Data made available to any Party or their representatives hereunder shall be made available on an "as is" basis without any warranties, either express or implied, as to the quality, completeness, accuracy, validity, non-infringement or utility of such Personal Data. In no event shall the Party providing Personal Data be liable for any actual, incidental, consequential or other damages arising out of, or resulting from the receiving Party's or their representatives' (i) use of or reliance upon the Personal Data or (ii) disclosure of the Personal Data to a Third Party in breach of this Agreement or any applicable Data Protection Law. The Parties agree that the Party responsible for a breach of data privacy or a violation of relevant applicable Data Protection Laws will indemnify, defend and hold harmless the non-breaching Party from and against any and all claims, liabilities, losses, causes of actions, costs and expenses (including, without limitation, those involving theories of negligence (whether sole, joint or concurrent, active or passive, but excluding gross negligence, recklessness, willful misconduct, or fraud), or strict liability and including court costs and attorneys' fees) asserted against, resulting from, imposed upon or incurred by the non-breaching Party as a result of, or arising out of the breach of data privacy or a violation of relevant applicable Data Protection Laws.

Section 6.14 **Suspense Funds.** Seller agrees to convey and Purchaser agrees to receive all funds held in suspense by Seller that are attributable to the Assets as of Closing (which may be held in cash in a segregated account or tracked on a book-entry basis, collectively, the "*Suspense Funds*"), and Purchaser shall thereafter assume all liability associated with such Suspense Funds. On or before the Closing Date, Seller shall make good faith efforts to deliver to Purchaser the following information with respect to such Suspense Funds held by Seller on the Closing Date (if known to Seller): owner name, owner number, owner social security number, reason for suspense, and the amount of Suspense Funds payable for each entry, together with monthly line item production detail for all suspense entries. Upon receipt of such information, Purchaser (i) shall administer all such Suspense Funds and assume all payment obligations relating to the Suspense Funds so transferred in accordance with all legal requirements, and shall be liable for the payment thereof to the proper parties; provided that Seller will retain all responsibility and liability for statutory penalties and interest, if any, attributable to the Suspense Funds accruing prior to the Closing Date, payable to any state under existing escheat or unclaimed property statutes. All obligations of Seller in respect of the Suspense Funds shall be limited to the aggregate amount of any adjustments to the Unadjusted Purchase Price pursuant to *Section 7.1(b)(iii)*.

Section 6.15 **Retention of Records.** Seller shall, for a period two (2) years following Closing, retain and preserve, and afford Purchaser access to, all potentially relevant documents, records and information, including, without limitation, all paper files, electronic files and emails, video recordings, telephone records, and all other information related to the Assets.

Section 6.16 **Environmental Reporting.** For any reporting to a Governmental Authority related to the Assets that because of the Closing Date and particular Law could involve the potential for combined or split reporting, Purchaser and Seller shall confer at an agreed time prior to Closing in order to resolve any issues related to such reporting.

Section 6.17 Covenant Not To Sue. Neither the Purchaser, nor any Person claiming by, through or on behalf of the Purchaser (including, but not limited to, by operation of law, sale, assignment, conveyance or otherwise) shall:

(a) pursue, prosecute, litigate, institute or commence an action based on, assert, sell, convey, assign or file any claim (or assert or use any such Avoidance Actions for defensive purposes of any kind or nature) against any party that received payments under the *Final Order (I) Authorizing The Debtors To Pay Or Honor Prepetition And Postpetition (A) Obligations To Holders Of Royalty Interests, Overriding Royalty Interests, And Working Interests; And (B) Production Expenses And Joint Interest Billings; And (II) Granting Related Relief* at Docket No. 294; nor

(b) pursue, prosecute, litigate, institute or commence an action based on, assert, sell, convey, assign or file any Cause of Action acquired under this agreement against any current or former officer of the Seller or any current or former member of the Seller's board of managers.

ARTICLE 7
ACCOUNTING FOR REVENUE & EXPENSES

Section 7.1 Adjustments to Purchase Price.

(a) The Unadjusted Purchase Price shall be adjusted as follows:

(i) The Unadjusted Purchase Price shall be adjusted upward by the following amounts ("*Seller Amounts*") (without duplication):

(A) an amount equal to all Taxes paid by Seller or its Affiliates that are attributable to the ownership or operation of the Assets from and after the Effective Date (whether paid before or after the Effective Date);

(B) an amount, not to exceed \$500,000, equal to all Property Expenses and other amounts which are incurred in the ownership and operation of the Assets from and after the Effective Date but paid or economically borne by or on behalf of Seller or any of its Affiliates; and

(C) any other amount provided for elsewhere in this Agreement.

(b) The Unadjusted Purchase Price shall be adjusted downward by the following amounts ("*Purchaser Amounts*") (without duplication):

(i) the amount of all Taxes that are the responsibility of Seller under *Article 8* but are paid or payable by Purchaser or any of its Affiliates;

(ii) an amount equal to all Property Expenses and other amounts which are incurred in the ownership and operation of the Assets prior to the Effective Date but paid or economically borne by or on behalf of Purchaser or any of its Affiliates;

(iii) an amount equal to all Suspense Funds not transferred in cash to Purchaser at Closing; and

(iv) any other amount provided for elsewhere in this Agreement .

(c) Five (5) Business Days prior to Closing, Seller shall furnish Purchaser with a good faith estimated accounting ("*Preliminary Accounting*"), prepared in accordance with GAAP, showing (i) the estimated Seller Amounts, (ii) the estimated Purchaser Amounts, and (iii) the estimated adjustment for Imbalances pursuant to *Section 7.2*. The Preliminary Accounting is subject to final adjustment as provided in *Section 7.1(d)*.

(d) Final Accounting.

(i) Seller and Purchaser shall use all reasonable efforts to accomplish a single final accounting and cash adjustment for the period between the Effective Date and the Closing no later than sixty (60) days after Closing to accomplish the purposes of *Section 7.1* and of this Agreement ("*Final Accounting*"). Parties shall cooperate to avoid split month accounting for revenue. To that end, in the event Closing does not occur on the first day of a calendar month, Seller will market Hydrocarbon production, pay associated royalties for the calendar month in which Closing occurs on Purchaser's behalf, and Seller's remittance of the amount of production sales, less royalties, paid by Seller to Purchaser will be included in the Final Accounting adjustments. Seller shall prepare the Final Accounting and submit it to Purchaser for acceptance. To the extent reasonably required by Seller, Purchaser shall assist in the preparation of the Final Accounting. Purchaser shall have the right to audit the Final Accounting. The Parties' failure to complete the Final Accounting shall not constitute a waiver of the right to receive any amount otherwise due. The Final Accounting shall become final and binding upon the Parties and payable thirty (30) days after receipt thereof by Purchaser (the "*Final Accounting Date*") unless Purchaser gives written notice of its disagreement (an "*Accounting Notice*") to Seller prior to such date. Time is of the essence with respect to the Accounting Notice. Any Accounting Notice shall specify in detail the dollar amount, nature and basis of the disagreement so asserted. Purchaser shall not be entitled to dispute any expenditure made by Seller in accordance with Seller's past practices. If an Accounting Notice is received by Seller in a timely manner, then the Final Accounting (as revised in accordance with clause (i) or (ii) below) shall become final and binding on the Parties and any amounts due shall be payable by the earlier of thirty (30) days after (i) the date Seller and Purchaser agree in writing with respect to all matters as to which there is a disagreement or (ii) the date on which the Accounting Referee issues its decision.

(ii) During the thirty (30) days following the date of receipt by Seller of an Accounting Notice, Seller shall make available the records relevant to the disagreement and Seller and Purchaser shall attempt in good faith to resolve in writing any differences that they may have with respect to all matters specified in the Accounting Notice. If, at the end of such sixty (60) day period, Seller and Purchaser have not reached agreement on such matters, the matters that remain in dispute shall be submitted to a mutually agreed neutral accountant (the "*Accounting Referee*") for review and final binding resolution. The Accounting Referee shall be a certified public accountant who is an employee or partner of a recognized independent public accounting firm. In the event the Parties cannot agree upon the Accounting Referee, each Party will appoint a neutral accountant who meets the criteria set forth in the foregoing sentence and the two selected accountants shall appoint a third accountant meeting the foregoing criteria to be the "Accounting Referee." All determinations and adjustments with respect to allocating items to the period before or after the Effective Date shall be in accordance with GAAP, consistently applied, and this Agreement. The Accounting Referee shall render a decision resolving the matters in dispute within fifteen (15) days following their submission to the Accounting Referee. Seller and Purchaser shall each be responsible for one-half of the fees and expenses of the Accounting Referee.

(e) Misallocated Assets. If after the Closing (i) Purchaser holds or receives any Excluded Assets or (ii) Seller holds or receives any Assets or Assumed Obligations, Purchaser or Seller, as applicable,

will promptly transfer or cause to be transferred such assets or, in the case of Purchaser, assume or cause to be assumed such Assumed Obligations, to or from the other Party, as applicable. Prior to any such transfer the Party receiving or possessing any such asset shall hold it in trust for the benefit of such other Party.

(f) Notice to Remitters of Proceeds. After the Closing, the Parties shall inform the remitters of any proceeds attributable to the Assets to pay Purchaser to the extent practical after the Effective Date. To the extent that any remitter pays revenues to the incorrect Party, that Party shall promptly remit such revenues (without interest) to the correct Party.

Section 7.2 Accounting for Imbalances. The Parties agree that the Unadjusted Purchase Price will be adjusted downward or upward, as appropriate, by an amount equal to (i) Imbalances, as measured by the applicable commodity increment (mmbtu, barrel, gallon), existing as of the Effective Date relating to applicable pipelines, processing plants and condensate stabilization facilities multiplied by (ii) the then-current monthly commodity price, net of any transportation fees and location differentials, settled under Seller's contracts relating to deliveries of each such product to the applicable pipeline, processing plant and condensate stabilization facility.

ARTICLE 8 TAX MATTERS

Section 8.1 Apportionment of Taxes. All Taxes (except federal, state, or local income taxes, gross margin taxes, franchise taxes or gross receipts taxes) pertaining to the Assets or Hydrocarbon production from the Assets and similar obligations are Seller's responsibility where attributable to the period prior to the Effective Date and Purchaser's responsibility where attributable to the period after the Effective Date (regardless of when assessed on the Assets or Hydrocarbon production). To the extent possible, amounts relating to such Taxes shall be included in the Final Accounting, but the Final Accounting shall not constitute a final settlement of Tax liability as allocated between the Parties pursuant to this *Section 8.1*. Taxes attributable to Hydrocarbon production shall be apportioned based on the production before and after the Effective Date and ad valorem taxes shall be apportioned based on the percentage of the assessment period before and after the Effective Date. Each Party shall be responsible for its own federal, state, or local income taxes, gross margin taxes, franchise taxes or gross receipts taxes.

Section 8.2 Transfer Taxes and Other Fees. Purchaser shall be responsible for paying sales, use, excise, stock, stamp, documentary, filing, recording, permit transfer, registration, authorization, realty transfer taxes and similar taxes, fees, and charges, if any, that are payable upon or because of the transfer of any of the Assets to Purchaser.

Section 8.3 Tax Reporting of the Allocation of Purchase Price. With respect to the allocation of the Final Purchase Price for applicable income Tax purposes, and without limitation of the Allocated Values as described in *Section 2.3(b)*, Seller and Purchaser agree to allocate the Final Purchase Price and any liabilities assumed by Purchaser under this Agreement such that no more than ten percent (10%) of the Final Purchase Price shall be allocated to Assets that are not the Property and no less than ninety percent (90%) shall be allocated to the Property. Seller and Purchaser each agree that the Assets subject to this Agreement do not constitute an "applicable asset acquisition" as described under Code *Section 1060*, and do not constitute a trade or business in the ordinary sense of the term. Seller and Purchaser each agree to report the Tax consequences of the transactions contemplated herein, and in particular to report the information consistent with the terms of this Agreement and shall not take any position inconsistent therewith upon examination of any Tax return, in any refund claim, in any litigation, investigation or otherwise unless required to do so by applicable Law after notice to the other Party, or with such other Party's prior consent.

Section 8.4 Cooperation on Tax Returns and Tax Proceedings. Purchaser and Seller will cooperate fully as and to the extent reasonably requested by the other party, in connection with the filing of any tax returns with respect to the Properties (other than with respect to income and franchise taxes) and any audit, litigation or other proceedings.

ARTICLE 9
PURCHASER'S ASSUMED OBLIGATIONS

Section 9.1 Purchaser's Assumed Obligations. At the Closing, but with effect from the Effective Date, Purchaser shall, and hereby does, assume and agree to fulfill, perform, pay and discharge the following obligations, whether arising prior to or after the Effective Date (all of which, shall constitute the "*Assumed Obligations*"):

(a) The express and implied obligations, conditions and covenants under the terms of each Assumed Contract and all Mineral Interests, Surface Interests and Governmental Authorizations included in the Assets, and including, for the avoidance of doubt, liability for breach of any of the foregoing, whether such breach occurred prior to or after the Effective Date;

(b) The responsibility for compliance with all applicable Laws, the maintenance of all Governmental Authorizations, and bonds required by Governmental Authorities relating to the Assets and including, for the avoidance of doubt, liability for breach of any of the foregoing, if such breach occurred after the Effective Date;

(c) The responsibility for royalties, overriding royalties, net profits interests, rentals, shut-in payments and all other burdens, charges or encumbrances to which the Oil and Gas Interests are subject and including, for the avoidance of doubt, liability for failures to pay any of the foregoing, whether such failure occurred with respect to Hydrocarbon production prior to (so long as limited to the Cure Costs as fixed by the Sale Order (or as otherwise would not, individually or in the aggregate, have a Material Adverse Effect, in the case of a waiver by Purchaser, in its sole discretion, of *Section 4.1(a)(i)* with respect to any failure of Seller's representations and warranties set forth in *Section 5.1(m)* to be true and accurate as of the Closing Date)) or after the Effective Date;

(d) The responsibility for proper accounting for and disbursement of production proceeds from the Oil and Gas Interests;

(e) The responsibility for any Imbalances existing as of the Effective Date in connection with any of the Assets;

(f) The Assumed Trade Obligations listed on Schedule 9.1(f) hereto; and

(g) The responsibility to properly plug, abandon and restore the Oil and Gas Interests, as provided in *Section 9.2*, the Environmental Obligations, as provided in *Section 9.3*, and all other obligations assumed by Purchaser under the terms of this Agreement.

Assumed Obligations shall not include, and Purchaser does not assume, and at Closing takes the Assets Free and Clear of, all Claims: (I) held by any of (A) the DIP Secured Parties, Prepetition RBL Parties, Designated Third Party Hedge Providers, Prepetition Second Lien Parties, and UGI; (B) any Affiliate of any of Person described in clause (A) preceding; (C) any assignee of, transferee of, or successor in interest

to any Person described in clauses (A) or (B) preceding; or (D) any other party holding or asserting a general unsecured, administrative, or priority claim in the Chapter 11 Cases except Cure Costs for Assumed Contracts; (II) asserted (or which could have been asserted) by any Person other than Seller in or in connection with the UGI Adversary Proceeding; or (III) any Claims asserted (or which could have been asserted) by any Person other than Seller in any of the matters set forth on Schedule 5.1(f) other than the Assumed Litigation.

Section 9.2 Plugging and Abandonment of Wells, Removal of Facilities. Upon and after Closing, but with effect from the Effective Date, Purchaser assumes full responsibility and liability for all plugging, abandonment and restoration obligations with respect to the Oil and Gas Interests, regardless of whether such obligations relate or are attributable to the ownership or operation of the Oil and Gas Interests prior to or after the Effective Date, and including, but not limited to, the obligation to, in a good and workmanlike manner and in accordance with all lease and contract obligations and applicable Law:

(a) plug and abandon (or re-plug) any and all oil, gas or condensate wells and wellbore(s) (whether producing, not producing or abandoned or plugged prior to or after the Effective Date), water source, water injection and other injection and disposal wells and systems located on each Mineral Interest (or lands pooled with a Mineral Interest);

(b) remove and dispose of all structures, equipment and facilities located on or comprising Assets;

(c) restore each Mineral Interest and wellsite(s) associated with the Oil and Gas Interests, including the surface, and subsurface pursuant to the terms of the applicable Lease;

(d) cleanup and dispose of any equipment or materials contaminated with NORM or asbestos; and

(e) perform all other obligations related to the foregoing that arise by contract, lease terms, applicable law or demands of Governmental Authorities.

For the avoidance of doubt, Purchaser's obligations to plug and abandon shall not extend to any Excluded Assets.

Section 9.3 Environmental Obligations. For the avoidance of doubt, the Assumed Obligations include the assumption by Purchaser of full responsibility and liability for all liabilities and obligations arising out of, related to, or connected with, the environmental condition of the Assets ("*Environmental Obligations*"), including without limitation, claims arising out of the following circumstances, conditions, occurrences, events and activities on or related to the Assets, regardless of whether occurring, or arising or resulting from any acts or omissions of Seller or any other Person prior to the Effective Date or the condition of the Assets when acquired:

(a) Environmental pollution or contamination, including pollution or contamination of the soil, subsurface, groundwater or air by hydrocarbons, brine, hazardous wastes, hazardous substances, asbestos, NORM or otherwise;

(b) Underground injection activities and waste disposal, whether occurring on or about any of the Assets or offsite from the Assets;

(c) Cleanup responses, and the cost of remediation, control, assessment or compliance, with respect to surface and subsurface pollution;

(d) Transportation or disposal on, about or off the Assets of any hazardous substances, wastes, materials, and products, or NORM generated by or used in connection with the ownership or operation of the Assets; and

(e) Compliance or noncompliance with, or satisfaction of remedies (to include, but not be limited to, cost reimbursement, fines and/or penalties, if any) provided under any Environmental Law.

ARTICLE 10 INDEMNIFICATION

Section 10.1 Indemnification.

(a) Upon Closing, but with effect from the Effective Date, Purchaser shall indemnify, defend and hold harmless Seller and each member of Seller Group from and against any and all claims, liabilities, losses, causes of actions, costs and expenses (including, without limitation, those involving theories of negligence (whether sole, joint or concurrent, active or passive) or strict liability and including court costs and attorneys' fees but not Seller's or any Seller Group member's gross negligence, recklessness, willful misconduct or fraud) ("*Losses*") asserted against, resulting from, imposed upon or incurred by Seller or such other persons entitled to indemnification under this *Section 10.1(a)* as a result of, or arising out of:

(i) the breach (without regard to any qualification of materiality or Material Adverse Effect) of any of the representations or warranties of Purchaser contained in *Section 5.3* of this Agreement when made or at and as of the Closing Date (or at and as of such different date or period specified for such breach of representations and warranty) as though such representation and warranty were made at and as of the Closing Date (or such different date and period);

(ii) the failure of Purchaser to perform any of the covenants or agreements of Purchaser contained in this Agreement;

(iii) the Assumed Obligations, including, for the avoidance of doubt, all obligations described in *Sections 9.1, 9.2 and 9.3*;

(iv) any obligations for a brokerage or finder's fee or commission incurred by Purchaser in connection with the transactions contemplated by this Agreement;

(v) any violation or alleged violation of securities laws by Purchaser in connection with the Assets and any claim arising out of Purchaser's dealings with its partners, investors, lender, assignees or other third Persons in connection with the transactions evidenced by this Agreement;

(vi) Purchaser's ownership or operation of any portion of the Assets that may be re-conveyed or reassigned to Seller pursuant to the provisions of this Agreement; and

(vii) the cost and expenses, including reasonable attorneys' fees, of enforcing this *Section 10.1(a)*.

(b) EXTENT OF INDEMNIFICATION. WITHOUT LIMITING OR ENLARGING THE SCOPE OF THE INDEMNIFICATION, DEFENSE AND ASSUMPTION PROVISIONS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDEMNIFIED

PERSON SHALL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE WITH THE TERMS OF SECTION 10.1 (a), REGARDLESS OF WHETHER THE ACT, OCCURRENCE OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY SUCH INDEMNIFIED PERSON, *PROVIDED* THAT NO SUCH INDEMNIFICATION SHALL BE APPLICABLE TO THE EXTENT OF ANY GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR FRAUD OF THE INDEMNIFIED PERSON.

(c) Notwithstanding anything to the contrary in this Agreement, the liability of Seller and Purchaser under this Agreement and any documents delivered in connection herewith or contemplated hereby shall be limited as follows:

(i) Notwithstanding anything to the contrary herein, in no event shall Seller or Purchaser be liable to the other for punitive, exemplary, consequential, or special damages (except where such damages constitute part of a claim of a third Person which is indemnified pursuant to the provisions of this Agreement); and

(ii) No amount shall be recovered from any Party for the breach or untruth of any representations or warranties, of the other Party, or for any other matter, to the extent that the Party claiming a Loss as a result thereof had actual Knowledge of such breach, untruth or other matter at or prior to the Closing, nor shall Purchaser be entitled to rescission with respect to any such matter.

(iii) The amount of any indemnification provided under *Section* 10.1(a) shall be net of any amounts of insurance proceeds or other amounts from any third person actually recovered or realized by the indemnified party in respect of the indemnification claim to which such insurance proceeds or other amounts relate.

(iv) Notwithstanding anything stated herein to the contrary, neither Party will have any liability to the other Party or such other Party's indemnified parties under this *Section* 10.1 with respect to any item for which a specific adjustment has already been made to the Unadjusted Purchase Price under the terms of this Agreement.

(d) All claims for indemnification under this Agreement shall be asserted and resolved pursuant to this *Section* 10.1(d). Any Person claiming indemnification hereunder is hereinafter referred to as the "*Indemnified Party*" and any Person against whom such claims are asserted hereunder is hereinafter referred to as the "*Indemnifying Party*." In the event that any Losses are asserted against or sought to be collected from an Indemnified Party by a third Person, said Indemnified Party shall with reasonable promptness provide to the Indemnifying Party a written notice of claim specifying in reasonable detail the specific nature of the Losses and the estimated amount of such Losses ("*Claim Notice*"). The Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such Losses if the Indemnified Party fails to notify the Indemnifying Party thereof in accordance with the provisions of this Agreement in reasonably sufficient time so that the Indemnifying Party's ability to defend against the Losses is not materially prejudiced. The Indemnifying Party shall have thirty (30) days from the personal delivery or receipt of the Claim Notice (the "*Notice Period*") to notify the Indemnified Party (i) whether or not it disputes the liability of the Indemnifying Party to the Indemnified Party hereunder with respect to such Losses and/or (ii) whether or not it desires, at the sole cost and expense of the Indemnifying Party, to defend the Indemnified Party against such Losses; provided, however, that any Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Party (and of which it

shall have given notice and opportunity to comment to the Indemnifying Party). In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against such Losses, the Indemnifying Party shall have the right to defend all appropriate proceedings with counsel of its own choosing, which proceedings shall be promptly settled or prosecuted by them to a final conclusion. If the Indemnified Party desires to participate in, but not control, any such defense or settlement it may do so at its sole cost and expense. If requested by the Indemnifying Party, the Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in contesting any Losses that the Indemnifying Party elects to contest or, if appropriate and related to the claim in question, in making any counterclaim against the person asserting the Third Party Losses, or any cross-complaint against any person. No claim may be settled or otherwise compromised without the prior written consent of the Indemnifying Party and no claim may be settled or compromised by the Indemnifying Party without the prior written consent of the Indemnified Party (not to be unreasonably withheld or delayed) unless such settlement or compromise entails a full and unconditional release of the Indemnified Party without any admission or finding of fault or liability.

Section 10.2 Exclusive Remedy. Notwithstanding anything to the contrary contained in this Agreement and except as set forth in *Article 14*, from and after the Closing, *Section 10.1* contains the Parties' exclusive remedy against each other with respect to the transactions contemplated hereby, including breaches of the representations, warranties, covenants and agreements of the Parties contained in this Agreement or in any document delivered pursuant to this Agreement, other than in the case of fraud. For the avoidance of doubt, this *Section 10.2* shall not impair the Parties' rights to pursue available remedies for termination of this Agreement pursuant to *Section 12.1*. If Closing occurs, the indemnities set forth in this Agreement and the remedies expressly provided for herein shall be the sole and exclusive remedies of the parties indemnified hereunder for breach of any representation, warranty or covenant set forth in this Agreement; provided, however, nothing in this *Section 10.2* shall be deemed to affect any Person's right to equitable relief (including specific performance in a court of law) for breach of a covenant set forth in this Agreement (whether or not such covenant is set forth in *Article 6*). Purchaser releases and forever discharges Seller and each member of Seller Group from any and all Losses whatsoever, in law or in equity, known or unknown, which Purchaser might now or subsequently may have against any of such Persons, based on, relating to or arising from this Agreement, Seller's ownership, use or operation of the Properties, or the condition, quality, status or nature of the Properties, including rights to contribution under CERCLA or any other Environmental Law, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages and common law rights of contribution, rights under agreements between Seller or any of its Affiliates, and rights under insurance maintained by Seller or any of its Affiliates, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT, BUT EXCLUDING GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT AND FRAUD), OF ANY RELEASED PERSON.**

Section 10.3 No Survival of Seller's Representations and Warranties. The representations or warranties of Seller contained in *Section 5.1* of this Agreement will terminate upon and not survive the Closing and there will be no liability thereafter in respect thereof. Seller's covenants and other agreements contained in this Agreement will terminate upon the Closing, except for such covenants to be performed after Closing, which will survive the Closing until the earlier of (a) performance of such covenant in accordance with this Agreement, or (b)(i) if time for performance of such covenant is specified in this Agreement, thirty (30) days following the expiration of the time period for such performance, or (ii) if time for performance of such covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for failure to perform such covenant. Notwithstanding anything to the contrary contained herein, the representations and warranties and covenants of Purchaser shall survive the Closing indefinitely.

ARTICLE 11
CASUALTY LOSS

Section 11.1 Casualty Loss prior to Closing. If, between the Execution Date and the Closing, any substantial portion of the Assets are materially damaged or destroyed by fire or other casualty (not including normal wear and tear, downhole mechanical failure or reservoir changes) or if any substantial portion of the Properties are taken by condemnation or under the right of eminent domain (all of which are herein called "*Casualty Loss*" and are limited to property damage or taking only), Seller shall notify Purchaser promptly after Seller learns of such event and Purchaser, in its sole discretion, shall thereafter have the right to terminate this Agreement. Seller shall have the right, but not the obligation, to cure a Casualty Loss that consists of property damage by repairing the affected Asset no later than the Closing Date. If any uncured Casualty Loss exists at the Closing, Purchaser shall proceed to purchase the Asset affected thereby, and upon receipt of the Unadjusted Purchase Price (as the same may be adjusted in accordance with this Agreement), Seller shall, at Seller's election, either (i) pay to Purchaser all sums paid to Seller by third Persons by reason of the damage or taking of such Asset, and to the extent Seller is not contractually prohibited from doing so, Seller shall assign, transfer and set over unto Purchaser all of the right, title and interest of Seller in and to any claims, unpaid proceeds or other payments or rights to receive payments from third Persons arising out of such damage or taking or (ii) cure the Casualty Loss. **SELLER DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE EXISTENCE OF INSURANCE COVERING CASUALTY LOSS TO THE ASSETS, AND DISCLAIMS ANY OBLIGATION, COVENANT OR DUTY TO PURCHASER TO ASSERT OR PURSUE ANY CLAIM AGAINST ANY INSURER OR OTHER PERSON FOR CASUALTY LOSS TO THE ASSETS.**

Section 11.2 Limitation. Notwithstanding anything in this Agreement to the contrary, Purchaser's recourse with respect to a Casualty Loss shall be limited to the proceeds of Seller's casualty insurance coverage actually recovered by Seller in respect thereof or other sums paid to Seller by third Persons (or an assignment of claims related thereto), payable to Purchaser only upon or after the Closing of the transactions contemplated herein. **Seller shall have no other liability or responsibility to Purchaser with respect to a Casualty Loss, even if such Casualty Loss shall have resulted from or shall have been caused in whole or in part by the negligence (whether sole, joint, concurrent, active or passive, but excluding gross negligence, recklessness, willful misconduct and fraud) of Seller or any member of Seller Group.**

ARTICLE 12
TERMINATION

Section 12.1 Effect of Termination. This Agreement may be terminated at any time after February 28, 2022 (the "*Outside Closing Date*") by either Seller or Purchaser by written notice to the other Party if the Closing has not occurred on or before such date. This Agreement may otherwise be terminated at any time after the Execution Date and before the Closing Date only:

- (a) by the mutual written consent of the Seller and Purchaser;
- (b) by Seller, or by Purchaser, by written notice to the other Party, if a Governmental Authority shall have issued an injunction, order or award or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such injunction, order, award or other action shall have become final and non-appealable;
- (c) by Seller, by written notice to Purchaser, if (A) Purchaser fails to pay the Performance Deposit or the Unadjusted Purchase Price on the date due hereunder, or (B) Purchaser otherwise materially

breaches or fails to perform its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (i) would, individually or in the aggregate, give rise to the failure of a condition set forth in *Section 4.1(b)* and (ii) cannot be cured or, if curable, is not or cured within 10 days after written notice from Seller;

(d) by either Seller or Purchaser, if under the HSR Act or otherwise, the Federal Trade Commission (the "*FTC*") or the U.S. Department of Justice ("*DOJ*") shall have commenced or threatened to commence any proceeding to delay or enjoin or seek damages in respect of the transactions evidenced by this Agreement ("threatened," for purposes of this *Section 12.1(d)*, means an actual vote of the Commissioners of the Federal Trade Commission to commence such a proceeding). For purposes of clarity, issuance of a second request by either the FTC or the DOJ shall not constitute a proceeding to delay or enjoin or seek damages in respect of the transactions evidenced by this Agreement;

(e) by Purchaser, if the Seller has materially breached this Agreement and such breach causes any of the conditions to Closing set forth in *Section 4.1(a)* not to be satisfied; provided, however, that in the case of a breach that is capable of being cured (as determined by Purchaser in its sole discretion), the Seller shall have a period of 10 Business Days following receipt of such notice to attempt to cure the breach and termination under this *Section 12.1(e)* shall not become effective unless the Seller fails to cure such breach (as determined by Purchaser in its sole discretion) prior to the end of such 10-Business Day period; or

(f) by Purchaser pursuant to *Section 11.1*; or

(g) This Agreement shall terminate automatically if Seller enters into a definitive agreement with respect to an Alternative Transaction, the Bankruptcy Court enters an Order approving an Alternative Transaction, or the Seller consummates an Alternative Transaction with one or more persons other than Purchaser; provided, however, if Purchaser is designated (and agrees to act as) the Next-Highest Bidder (as set forth in the Bid Procedures Order) in connection with an Alternative Transaction, this Agreement shall not automatically terminate until the closing of such Alternative Transaction. Upon termination under this *Section 12.1(g)*, the Performance Deposit, without interest, shall be returned by Escrow Agent to Purchaser, and the Parties shall be released from all further obligations under this Agreement, except that neither Party shall be relieved of any obligation hereunder that by its terms survives such termination.

Section 12.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to *Section 12.1*, this Agreement shall become void and of no further force and effect, except for the provisions of *Article 1*, *Section 5.3(h)*, *Section 5.3(k)*, *Section 6.5*, *Section 10.1(a)(iv)*, *Section 10.1(a)(v)*, *Section 10.1(a)(vii)*, *Article 12*, *Article 13* and all other waivers, disclaimers and releases that are in bold and/or that are capitalized in this Agreement, *Section 15.1*, *Section 15.2* (except any reference to *Section 14.1(d)*), *Section 15.5*, *Section 15.6*, *Section 15.8*, *Section 15.9*, *Section 9.2*, *Section 15.11* and its subsections, *Section 15.12*, *Section 15.18*, and the Confidentiality Agreement.

(b) If Closing does not occur because Purchaser materially breaches its obligations under this Agreement prior to Closing, Seller shall be entitled, as its sole and exclusive remedy, to retain the Performance Deposit as liquidated damages - and not a penalty (considering all the circumstances existing on the Execution Date, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient) - in lieu of all other damages. Purchaser's failure to close shall not be considered a material breach of its obligations under this Agreement and Purchaser shall be entitled to the return of the Performance Deposit if (x) the conditions set forth in *Section 4.1(a)* are not satisfied through no fault of Purchaser and such conditions have not been waived by Purchaser in its sole discretion, or (y) Purchaser has terminated this

Agreement in accordance with *Sections* 12.1(b), (d), (e) or (f), or (z) the Closing fails to occur by the Outside Closing Date if Purchaser is otherwise ready and able to consummate the Closing.

(c) If Closing does not occur because Seller materially breaches its obligations under this Agreement or because this Agreement is terminated by Purchaser in accordance with *Sections* 12.1(b), (d), (e) or (f), Seller shall return the Performance Deposit to Purchaser immediately after the determination that the Closing will not occur and Purchaser shall retain any legal or equitable remedies for Seller's breach of this Agreement, including specific performance, subject to the limitations set forth below; provided, however, that (i) Seller shall not have any liability to Purchaser for consequential, special, punitive or exemplary damages, lost profits, or lost business opportunities arising out of or related to Seller's breach of any provision of this Agreement, and (ii) Seller's liability hereunder shall not exceed an amount equal to the Performance Deposit. Seller's failure to close shall not be considered a material breach of its obligations under this Agreement if (1) the conditions set forth in *Section* 4.1(b) are not satisfied through no fault of Seller and such conditions have not been waived; or (2) Seller has terminated this Agreement in accordance with the first sentence of *Section 12.1* or pursuant to *Section* 12.1(b), (c) or (d).

(d) If Closing does not occur because this Agreement is terminated automatically in accordance with *Section* 12.1(g), the Performance Deposit, without interest, shall be returned by Escrow Agent to Purchaser, and the Parties shall be released from all further obligations under this Agreement, except that neither Party shall be relieved of any obligation hereunder that by its terms survives such termination.

(e) In the event that this Agreement is terminated, Purchaser shall return or destroy (whichever is required pursuant to the terms of the Confidentiality Agreement) to Seller on or before the fifth Business Day thereafter all copies of the Records and other information in the possession of Purchaser or obtained or generated by Purchaser pursuant to the Confidentiality Agreement any provision of this Agreement and such Records and information shall remain subject to the provisions of the Confidentiality Agreement.

ARTICLE 13

DISCLAIMERS; WAIVERS; RELEASES

Section 13.1 Sale "As Is" "Where Is" Release for Physical and Environmental Condition. PURCHASER REPRESENTS THAT IT HAS INSPECTED OR HAS OR WILL BE GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTIES AND AGREES TO ACCEPT THE PHYSICAL AND ENVIRONMENTAL CONDITION OF SAME ON AN "AS IS-WHERE IS" BASIS SUBJECT TO THE TERMS OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES ALSO THAT PHYSICAL CHANGES IN THE PROPERTIES OR ADJACENT LANDS MAY HAVE OCCURRED AS A CONSEQUENCE OF THE OIL AND GAS DRILLING, PRODUCTION AND RELATED OPERATIONS CONDUCTED ON THE MINERAL INTERESTS. THE PROPERTIES MAY CONTAIN UNPLUGGED OR IMPROPERLY PLUGGED WELLS, WELLBORES OR BURIED PIPELINES OR OTHER EQUIPMENT, THE LOCATIONS OF WHICH MAY NOT NOW BE KNOWN TO SELLER OR BE READILY APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY, AND PURCHASER ASSUMES THE OBLIGATION AND LIABILITY TO PROPERLY PLUG, ABANDON, REMOVE AND/OR RESTORE THE SAME WITHOUT RECOURSE TO SELLER. PURCHASER RELEASES SELLER AND EACH MEMBER OF SELLER GROUP FROM ANY LIABILITY WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTIES, OTHER THAN AS MAY BE PROVIDED FOR UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY OR ATTRIBUTABLE TO THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR FRAUD), OR STRICT LIABILITY OF SELLER OR ANY MEMBER OF SELLER GROUP, AND WHETHER OR NOT

ARISING DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH SELLER'S OWNERSHIP OF THE PROPERTIES OR USE OF THE PROPERTIES BEFORE OR AT THE EFFECTIVE DATE. WITHOUT LIMITING THE ABOVE, PURCHASER WAIVES ANY RIGHT, EXCEPT TO THE EXTENT PROVIDED FOR IN THIS AGREEMENT, TO RECOVER FROM SELLER OR ANY MEMBER OF SELLER GROUP AND, EXCEPT TO THE EXTENT PROVIDED FOR IN THIS AGREEMENT, FOREVER RELEASES AND DISCHARGES SELLER AND EACH MEMBER OF SELLER GROUP FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER, (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTIES OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAW AND ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAW, WHETHER OR NOT ARISING DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH, SELLER'S OWNERSHIP OF THE PROPERTIES OR USE OF THE PROPERTIES AT OR PRIOR TO THE EFFECTIVE DATE, AND WHETHER OR NOT ATTRIBUTABLE TO THE STRICT LIABILITY OF SELLER OR ANY MEMBER OF SELLER GROUP OR TO THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OF SELLER OR ANY MEMBER OF SELLER GROUP, EVEN IF CAUSED BY THE NEGLIGENCE (BUT EXCLUDING THE GROSS NEGLIGENCE, RECKLESSNESS, INTENTIONAL MISCONDUCT, OR FRAUD) OF SELLER OR ANY MEMBER OF SELLER GROUP PRIOR TO CLOSING.

Section 13.2 DISCLAIMER OF WARRANTIES FOR ASSETS. PURCHASER ACKNOWLEDGES THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF SELLER, ANY MEMBER OF SELLER GROUP, OR ANY PERSON ACTING ON BEHALF OF SELLER, HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY CONSTITUTING PART OF THE ASSETS INCLUDING, WITHOUT LIMITATION, (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (e) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, (f) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM REDHIBITORY VICES OR DEFECTS OR OTHER VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (g) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, IT BEING THE EXPRESS INTENTION OF SELLER AND PURCHASER THAT THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY SHALL BE CONVEYED TO PURCHASER AS IS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY AS PURCHASER DEEMS APPROPRIATE AND PURCHASER WILL ACCEPT THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY AS IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

Section 13.3 DISCLAIMER REGARDING INFORMATION. SELLER HEREBY EXPRESSLY NEGATES AND DISCLAIMS, AND PURCHASER HEREBY WAIVES, AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF SELLER, ANY MEMBER OF SELLER GROUP, OR ANY PERSON ACTING ON BEHALF OF SELLER, HAS MADE, AND PURCHASER IS NOT RELYING UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR OTHER ASSURANCE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR VERBAL) NOW, HERETOFORE, OR HEREAFTER FURNISHED TO PURCHASER BY OR ON BEHALF OF SELLER OR (b) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GEOLOGICAL OR GEOPHYSICAL DATA OR INTERPRETATIONS, THE QUALITY, QUANTITY, RECOVERABILITY OR COST OF RECOVERY OF ANY HYDROCARBON RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, OR THE ABILITY TO SELL OR MARKET ANY HYDROCARBONS AFTER CLOSING.

Section 13.4 DISCLAIMER REGARDING ASBESTOS AND NORM. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTIES HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF OIL AND GAS AND THAT EQUIPMENT AND SITES INCLUDED IN THE PROPERTIES MAY CONTAIN ASBESTOS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("*NORM*") OR OTHER HAZARDOUS MATERIALS. *NORM* MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS, AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS, AND EQUIPMENT LOCATED ON THE PROPERTIES OR INCLUDED IN THE PROPERTIES MAY CONTAIN *NORM* AND OTHER WASTES OR HAZARDOUS MATERIALS. *NORM* CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS MATERIALS MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING, WITHOUT LIMITATION, AIR, WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, *NORM* AND OTHER HAZARDOUS SUBSTANCES FROM THE PROPERTIES. FROM AND AFTER THE CLOSING, THE PURCHASER SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE PROPERTIES (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, *NORM* AND OTHER WASTES) IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

Section 13.5 DISCLAIMER AS TO TITLE TO ASSETS AND PIPELINES. SELLER SHALL CONVEY SELLER'S INTERESTS IN AND TO THE ASSETS TO PURCHASER WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED. SELLER DOES NOT MAKE OR PROVIDE (AND SELLER HEREBY EXPRESSLY DISCLAIMS) AND PURCHASER HEREBY WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR OTHER ASSURANCES CONCERNING THE DESCRIPTION OF THE MINERAL INTERESTS, INCLUDING LISTINGS OF NET MINERAL ACRES, PERCENTAGE WORKING INTERESTS OR PERCENTAGE NET REVENUE INTERESTS.

Section 13.6 Sole Remedy; Waiver of Title and Environmental Matters. The Purchaser hereby acknowledges and agrees that the Purchaser's sole and exclusive remedy for any (a) title defect, deficiency or other title matter, including any Encumbrance, with respect to any of the Properties or otherwise, and (b) circumstance with respect to the Properties relating to Environmental Laws, the Release of substances or Hazardous Substances into the environment or protection of the environment or public health, in each case, shall be, if applicable, the rights of the Purchaser to terminate this Agreement pursuant to *Section 12.1(e)* FURTHER, THE PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OR

REMEDIES AGAINST THE SELLER, INCLUDING ANY STATUTORY OR COMMON LAW RIGHT OF CONTRIBUTION, (X) WITH RESPECT TO ANY DEFECT, DEFICIENCY OR OTHER TITLE MATTER WITH RESPECT TO THE PROPERTIES (SUBJECT TO THE PURCHASER'S RIGHT TO RECEIVE THE ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES (OTHER THAN PERMITTED ENCUMBRANCES) UPON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE SALE ORDER, ALL AS CONTEMPLATED BY ARTICLE 2) AND (Y) WITH RESPECT TO ANY CIRCUMSTANCE WITH RESPECT TO THE PROPERTIES RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES OR HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR PROTECTION OF THE ENVIRONMENT OR PUBLIC HEALTH.

Section 13.7 CONSPICUOUSNESS. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, WAIVERS AND RELEASES CONTAINED IN THIS ARTICLE 13 AND ELSEWHERE IN THIS AGREEMENT ARE CONSPICUOUS.

13.8 Retention of Performance Deposit Sole Remedy; Waiver and Release. In the event that Closing does not occur pursuant to *Section 12.2(b)* and Seller elects to retain the Performance Deposit as liquidated damages in lieu of all other damages and as the Seller's sole remedy, other than termination of this Agreement, SELLER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OR REMEDIES AGAINST THE PURCHASER ARISING FROM THE CLOSING NOT OCCURRING (other than Seller's right to retain the Performance Deposit) AND IRREVOCABLY RELEASES AND DISCHARGES PURCHASER FROM, AND IRREVOCABLY AGREES TO WAIVE ANY CLAIM FOR, ANY LOSSES ARISING FROM THE CLOSING NOT OCCURRING.

ARTICLE 14 BANKRUPTCY PROVISIONS

Section 14.1 Bankruptcy Court Matters.

(a) Seller and Purchaser acknowledge that this Agreement and the sale of the Assets and the assumption and assignment of the Assumed Contracts to Purchaser are subject to entry of the Sale Order. Purchaser and Seller acknowledge that (i) to obtain such approval and to satisfy Seller's fiduciary duties to all applicable stakeholders in accordance with applicable Laws, Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, (ii) Purchaser must provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code with respect to each of the Assumed Contracts, and (iii) to the extent that the Bankruptcy Court enters a Final Order finding that such adequate assurance of future performance has not been provided with respect to an Assumed Contract, then such Assumed Contract will be excluded from the Assets and included in the Excluded Assets.

(b) The Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by the Purchaser, including furnishing witnesses, affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Purchaser under this Agreement and demonstrating that the Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(c) Notwithstanding anything to the contrary in this Agreement, including this *Section 14.1*, the Seller's obligations hereunder are subject in all respects to its obligations as a debtor in possession, including its fiduciary obligations to its bankruptcy estate, and nothing in this Agreement shall require any director or officer of the Seller to violate their fiduciary duties to the Seller or its estate. No action or inaction on the part of any director or officer of the Seller that such director or officer reasonably believes is required

by their fiduciary duties to the Seller shall be limited or precluded by this Agreement; *provided*, however, that no such action or inaction shall be deemed to prevent the Purchaser from exercising any termination rights it may have hereunder as a result of such action or inaction.

(d) Paragraph 44 of the Sale Order is hereby incorporated by reference as required by the Sale Order.

Section 14.2 Assumed Contracts; Cure Costs.

(a) At the Closing, or such later date the Court enters a Final Order on any Disputed Cure Cost, the Purchaser shall pay, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, any and all costs or expenses that are required to be paid under *Sections* 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code, as applicable, to cure any defaults in connection with the assumption and assignment of the Assumed Contracts, except for those costs relating to Purchaser's assumption of the UGI Amended Contracts (such costs or expenses required to be paid by the Purchaser, the "*Cure Costs*"). The Purchaser shall pay all Cure Costs in cash at such time as is provided in the preceding sentence. Neither the Purchaser nor any Affiliates of the Purchaser shall be required to make any payment of Cure Costs for, and neither the Purchaser nor any Affiliates of the Purchaser shall assume or have any obligation for any Losses with respect to, any Assumed Contracts which is rejected in connection with the Chapter 11 Cases.

(b) Schedule 14.2(b) sets forth a complete list of all Contracts (including, for the avoidance of doubt, all executory contracts and unexpired leases of the Seller within the meaning under Section 365 of the Bankruptcy Code (and the Cure Cost for each such executory contract and unexpired lease) (as such schedules may from time to time be amended or supplemented with written notice to Purchaser, the "*365 Schedule*"). Seller agrees to amend or supplement the 365 Schedule from time to time promptly, and to provide Purchaser written notice thereof, upon its determination that Seller is party to a Contract that is not then set forth on the 365 Schedule, provided that all such amendments or supplements shall be complete prior to or on the 5th day prior to the Sale Hearing. As soon as practicable, but in any case on or before the 5th day prior to the Sale Hearing, the Seller will deliver to Purchaser the Seller's good faith estimate of the Cure Costs, if any, that would be payable in connection with the assumption of each Contract. If Seller has not previously provided or made available to Purchaser a true, correct and complete copy of any Contract, including any amendments, waivers or other modifications thereof, Seller shall provide a copy of such Contract to Purchaser.

(c) Within ten (10) days after the Execution Date, and subject to the Purchaser's rights under this *Section* 14.2(c) to subsequently amend such designations, the Purchaser will deliver to the Seller Schedule 14.2(c) designating the Contracts listed on the 365 Schedule that Purchaser desires to be assumed by Seller party thereto and transferred and conveyed to Purchaser at Closing (collectively, and as further modified by Purchaser pursuant to the provisions of this Section 14.2(c), the "*Assumed Contracts*"). Notwithstanding the foregoing, at any time prior to five (5) days before the commencement of the Sale Hearing, Purchaser may designate any other Contract as an Assumed Contract and upon receipt of any such notice the Seller shall use commercially reasonable efforts to effect the assumption and assignment of such Assumed Contract by the Seller in accordance with the Bankruptcy Code and such Contract shall become an Assumed Contract and transferred and conveyed to Purchaser at Closing. Notwithstanding anything herein to the contrary, Purchaser may amend its designation of Assumed Contracts in Schedule 14.2(c) by excluding or including one or more Contracts at any time prior to five (5) calendar days before the commencement of the Sale Hearing. Any Contracts that are not set forth on Schedule 14.2(c), as such schedule may be amended from time to time as provided in this *Section* 14.2(c), at Closing, shall be deemed rejected, and shall be an Excluded Asset for all purposes herein. Notwithstanding anything in this Agreement to the contrary, in the event the Court enters a Final Order (either before or after Closing) on a Disputed Cure Cost providing that the Disputed Cure Cost is higher than the relevant Cure Cost set forth at

Schedule 14.2(b), Purchaser shall have the right to designate such Contract as an Excluded Asset and reduce the Unadjusted Purchase Price (and Performance Deposit) accordingly (including post-Closing).

ARTICLE 15
ADMINISTRATIVE PROVISIONS

Section 15.1 Expenses of Sale. Each Party to this Agreement shall pay its own expenses (including without limitation, the fees and expenses of their respective agents, representatives, counsel and accountants) with respect to the negotiation, execution and the delivery of this Agreement and the consummation of the transactions under this Agreement.

Section 15.2 Third Party Rights. Except as to those indemnity obligations owed to the indemnified Persons listed in *Section 10.1(a)*, the indemnity, release and waiver provisions in this Agreement in favor of the Seller Group, and as provided in *Section 14.1(d)*, notwithstanding any other provision of this Agreement, this Agreement shall not create benefits on behalf of any person who is not a Party to this Agreement (including without limitation, any broker or finder, creditor or other Person), and this Agreement shall be effective only as between the Parties hereto, their successors and permitted assigns.

Section 15.3 Further Actions. Purchaser and Seller further agree that they will, from time to time and upon reasonable request, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments, and take such other action as may be necessary, or advisable, to carry out their obligations under this Agreement.

Section 15.4 Assignment.

(a) Assignment of Agreement. Neither Party shall assign this Agreement or any of its rights or obligations under this Agreement prior to Closing without obtaining the prior written consent of the other Party, and any purported assignment by any Party without the prior written consent of the other Party shall be void.

(b) Further Assignment of Oil and Gas Interests. In the event that Purchaser sells or assigns all or a portion of the Properties, (i) this Agreement shall remain in effect between Purchaser and Seller regardless of such assignment, and such assignment shall not constitute a release or novation of any obligation or liability owed by Purchaser to Seller under this Agreement; and (ii) Purchaser shall require its successors and assigns to expressly assume the Assumed Obligations and all of its other duties, responsibilities and obligations under this Agreement, to the extent related or applicable to the Assets or the portion thereof acquired by them, but such assumption shall not release Purchaser from any such Assumed Obligation or other duty, responsibility or obligation, and such assumption by Purchaser's successors and assigns shall be in a writing delivered to Seller.

Section 15.5 Notices. Any notice provided or permitted to be given under this Agreement shall be in writing, and may be sent by hand delivery, express courier, delivery service, or electronic mail (email), addressed to the Party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notice shall be deemed to have been given and received only if and when actually received by the addressee (confirmation of such receipt by confirmed email transmission being deemed receipt of communications sent by email), and when delivered and receipted for, if hand-delivered, sent by express courier or delivery service. For purposes of notice, the addresses of the Parties shall be as follows:

Seller:

Rockdale Marcellus, LLC
4600 J. Barry Court, Suite 320

Canonsburg, PA 15317
Attn: Eddie Hebert
Email: ehebert@rockdale.com

Rockdale Marcellus Holdings, LLC
945 Bunker Hill Road, Suite 950
Houston, Texas 77024
Attn: Eddie Hebert
Email: ehebert@rockdale.com

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

Reed Smith LLP
811 Main Street, Suite 1700
Houston, Texas 77002
Attn: Ryan Purpura
Omar J. Alaniz
Email: rpurpura@reedsmith.com
oalaniz@reedsmith.com

Purchaser:

REPSOL OIL & GAS USA, LLC
2455 Technology Forest Blvd.,
The Woodlands, TX 77381
Attn: Lauren A. Wilder, Business Development Manager (North America)
Email: lauren.wilder@repsol.com

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

REPSOL OIL & GAS USA, LLC
50 Pennwood Place
Warrendale, PA 15086
Attn: Matthew Peterson, Esq., Associate General Counsel, Legal USA
Email: mpeterson@repsol.com

or at such other address and number as either Party shall have previously designated by written notice given to the other Party in the manner hereinabove set forth.

Section 15.6 Public Announcements. The Parties agree that prior to any Party making any public announcement or statement with respect to the transaction contemplated by this Agreement, such Party shall obtain the written approval of the other Parties to the text of such announcement or statement, which approval may be withheld for any reason. Nothing contained in this *Section* shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to the transaction contemplated by this Agreement to any Governmental Authority, to the public to the extent required by applicable Law or stock exchange regulation, and/or as may be required under the Bankruptcy Code, the Bankruptcy Rules, pursuant to the bidding procedures approved in the Chapter 11 Cases, and/or pursuant to any applicable order of the Bankruptcy Court; provided that a Party required to make such a disclosure shall consult with the other Party prior to making such disclosure.

Section 15.7 Time Limits; Waiver. Time is of the essence in this Agreement and all time limits shall be strictly construed and enforced. Subject to the foregoing, however, the failure or delay of any Party in the enforcement of the rights granted under this Agreement shall not constitute a waiver of said rights nor shall it be considered as a basis for estoppel. Except as otherwise limited by the time limits contained in this

Agreement, such Party may exercise its rights under this Agreement despite any delay or failure to enforce the rights when the right or obligation arose.

Section 15.8 **Applicable Law.** The provisions of this Agreement and the relationship of the Parties shall be governed and interpreted according to the Laws of the State of Texas without giving effect to principles of conflicts of Laws, except as to title issues, which shall be governed by the law of the state where the relevant Asset is located.

Section 15.9 **Venue; Waiver of Jury Trial.** So long as the Chapter 11 Cases remains pending, the Parties agree that the Bankruptcy Court shall have exclusive jurisdiction to settle any disputes in connection with this Agreement, the Sale Order and the other documents related hereto and submit to the jurisdiction of such courts in connection with this Agreement, the Sale Order and the other documents related hereto. From and after the entry of a final decree in the Chapter 11 Cases, the Parties agree and consent to personal jurisdiction in any action brought in the United States federal courts located in the Commonwealth of Pennsylvania with respect to any dispute, claim, or controversy arising out of, in relation to, or in connection with, this Agreement, and each of the Parties agrees that any action instituted by it against the other with respect to any such dispute, controversy, or claim will be instituted exclusively in the United States District Court for the Western District of Pennsylvania. Each Party (a) irrevocably submits to the exclusive jurisdiction of such courts, (b) waives any objection to laying venue in any such action or proceeding in such courts, and (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it. The foregoing consents to jurisdiction and service of process shall not constitute general consents to service of process in the State of Texas for any purpose except as provided herein and shall not be deemed to confer any rights on any Person other than the Parties to this Agreement. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH, THIS AGREEMENT.**

Section 15.10 **Severance of Invalid Provisions.** In case of a conflict between the provisions of this Agreement and the provisions of any applicable laws or regulations, the provisions of the laws or regulations shall govern over the provisions of this Agreement. If, for any reason and for so long as, any clause or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this Agreement shall not be affected by such illegality or invalidity. Any such invalid provision shall be deemed severed from this Agreement as if this Agreement had been executed with the invalid provision eliminated.

Section 15.11 **Construction & Interpretation.** The interpretation and construction of the terms of this Agreement will be governed by the following conventions:

(a) **Headings for Convenience.** Except for the definition headings, all the table of contents, captions, numbering sequences, paragraph headings and punctuation used in this Agreement are inserted for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part thereof, nor have any legal effect.

(b) **Gender & Number.** The use of pronouns in whatever gender or number shall be deemed to be a proper reference to the Parties to this Agreement though the Parties may be individuals, business entities or groups thereof. Any necessary grammatical changes required to make the provisions of this Agreement refer to the correct gender or number shall in all instances be assumed as though each case was fully expressed.

(c) Independent Representation. Each Party has had the benefit of independent legal representation with respect to the subject matter of this Agreement and has had the opportunity to exercise business discretion in relation to the negotiation of the details of the transactions contemplated hereby. This Agreement is the result of arms' length negotiations from equal bargaining positions. This Agreement shall be construed fairly and reasonably and not more strictly against one Party than another, on the basis of who drafted this Agreement or any provision hereof.

(d) Section References. Unless otherwise stated, references in this Agreement to articles, sections or subsections are references to the articles, sections or subsections of this Agreement.

Section 15.12 Days. If a deadline falls on a day that is not a Business Day, then the deadline will extend to the next Business Day.

Section 15.13 Integrated Agreement. This Agreement, the Exhibits and Schedules attached and incorporated herein, the Confidentiality Agreement, and the instruments delivered at or in connection with the Closing hereunder contain the final and entire agreement of the Parties with respect to the subject matter of this contract. There are no representations, warranties or promises, oral or written, between the Parties other than those specifically set forth in this Agreement or in the Closing Assignments. Upon execution of this Agreement by all Parties, this Agreement shall supersede and replace all previous negotiations, understandings or promises, whether written or oral, relative to the subject of this Agreement. Each of the Parties acknowledges that no other Party has made any promise, representation or warranty that is not expressly stated in this Agreement or in any Closing document. This Agreement shall not be modified or changed (nor any provision of this Agreement waived) except by a written amendment signed by all the Parties. This Agreement is entire as to all the performances to be rendered under it, and breach of any provision shall constitute a breach of the entire Agreement. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party's rights under this Agreement at any time to enforce strict compliance thereafter with any other term or condition of this Agreement.

Section 15.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 15.15 Conflicts. In the event of any conflict between the terms of this Agreement and the terms of the Sale Order, the terms of the Sale Order shall control.

Section 15.16 Multiple Counterparts. This Agreement may be executed by signing the original or a counterpart hereof. If this Agreement is executed in multiple counterparts, each counterpart shall be deemed an original, and all of which when taken together shall constitute but one and the same agreement with the same effect as if all Parties had signed the same instrument.

Section 15.17 Time is of the Essence. Time is of the essence in this Agreement.

Section 15.18 Fair Notice Disclosure Statement. PURCHASER'S ATTENTION IS DIRECTED TO CERTAIN PROVISIONS OF THIS AGREEMENT THAT REQUIRE PURCHASER TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS IRRESPECTIVE OF THE STRICT LIABILITY OF SELLER OR THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OF SELLER.

Section 15.19 Further Assurances. Seller agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and

assurances as may reasonably be required for the carrying out or performing of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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

SELLER:

ROCKDALE MARCELLUS, LLC

By: _____

Name: Eddie J. Hebert

Title: Chief Executive Officer

ROCKDALE MARCELLUS HOLDINGS, LLC

By: _____

Name: Eddie J. Hebert

Title: Chief Executive Officer

PURCHASER:

REPSOL OIL & GAS USA, LLC

By: _____

Lauren A. Wilder
Business Development Manager (North America)

Execution Version

Attached to and made a part of that certain PURCHASE AND SALE AGREEMENT (the "*Agreement*") dated as of December 29, 2021 (the "*Execution Date*"), by and among ROCKDALE MARCELLUS, LLC, and ROCKDALE MARCELLUS HOLDINGS, LLC, each a Texas limited liability company (together, collectively, "*Seller*"), both having an address of 945 Bunker Hill Road, Suite 950, Houston, Texas 77024, and REPSOL OIL & GAS USA, LLC, a Texas limited liability company ("*Purchaser*"), with an office located at 2455 Technology Forest Blvd., The Woodlands, TX 77381.

Exhibits:

- A-1 Mineral Interests
- A-2 Wells
- A-3 Surface Interests
- A-4 Vehicles
- A-5 Water Assets
- B Other Excluded Assets
- C Form of Closing Assignment
- D Non-Foreign Affidavit

Schedules:

- 1.1 UGI Amended Contracts Material Terms
- 2.3(b) Allocated Values
- 5.1(d) Governmental Authorizations
- 5.1(f) Litigation
- 5.1(h) Material Contracts
- 5.1(k) Material Consents
- 5.1(l) Unpaid Royalties, Rentals or Other Lease Burdens
- 5.1(q) Suspense Funds
- 6.7(a) Bonds, Letters of Credit and Guarantees
- 9.1(f) Assumed Trade Obligations
- 14.2(b) 365 Schedule
- 14.2(c) Assumed Contracts

Exhibit A-1
Mineral Interests

- A. All of the buildings, other improved real estate, or land listed in Part 9 No. 55.132 and described as “Chief Oil & Gas ORRI – Weiler Well- Lycoming” in the column marked “description and location of property” and “leasehold ORRI” in the column marked “nature and extent of debtor’s interest in property” of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.

[remainder of page intentionally left blank; list of leases begins on following page]

Canonsburg, PA 15317
Attn: Eddie Hebert
Email: ehebert@rockdale.com

Rockdale Marcellus Holdings, LLC
945 Bunker Hill Road, Suite 950
Houston, Texas 77024
Attn: Eddie Hebert
Email: ehebert@rockdale.com

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

Reed Smith LLP
811 Main Street, Suite 1700
Houston, Texas 77002
Attn: Ryan Purpura
Omar J. Alaniz
Email: rpurpura@reedsmith.com
oalaniz@reedsmith.com

Purchaser:

REPSOL OIL & GAS USA, LLC
2455 Technology Forest Blvd.,
The Woodlands, TX 77381
Attn: Lauren A. Wilder, Business Development Manager (North America)
Email: lauren.wilder@repsol.com

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

REPSOL OIL & GAS USA, LLC
50 Pennwood Place
Warrendale, PA 15086
Attn: Matthew Peterson, Esq., Associate General Counsel, Legal USA
Email: mpeterson@repsol.com

or at such other address and number as either Party shall have previously designated by written notice given to the other Party in the manner hereinabove set forth.

Section 15.6 Public Announcements. The Parties agree that prior to any Party making any public announcement or statement with respect to the transaction contemplated by this Agreement, such Party shall obtain the written approval of the other Parties to the text of such announcement or statement, which approval may be withheld for any reason. Nothing contained in this *Section* shall be construed to require either Party to obtain approval of the other Party to disclose information with respect to the transaction contemplated by this Agreement to any Governmental Authority, to the public to the extent required by applicable Law or stock exchange regulation, and/or as may be required under the Bankruptcy Code, the Bankruptcy Rules, pursuant to the bidding procedures approved in the Chapter 11 Cases, and/or pursuant to any applicable order of the Bankruptcy Court; provided that a Party required to make such a disclosure shall consult with the other Party prior to making such disclosure.

Section 15.7 Time Limits; Waiver. Time is of the essence in this Agreement and all time limits shall be strictly construed and enforced. Subject to the foregoing, however, the failure or delay of any Party in the enforcement of the rights granted under this Agreement shall not constitute a waiver of said rights nor shall it be considered as a basis for estoppel. Except as otherwise limited by the time limits contained in this

Exhibit A-1

100119013	TURTON, ANITA M.	SWPEI	6/74/2012	HBI Morrett	HBI	3/14/2023	3/14/2023	21-PUB-028 21-PUB-028A	Liberty	21-PUB-028 21-PUB-028A	21-06-00-028	21-06-00-028	201207234	164
100119014	BROWN, KAREN LOU	SWPEI	5/11/2012	HBI Morrett	HBI			21-PUB-028 21-PUB-028A	Liberty	21-PUB-028 21-PUB-028A	21-06-00-028	21-06-00-028	201205662	741
100119015	TURTON, DAVID & LAUREN J.	SWPEI	6/16/2012	HBI Morrett	HBI			21-PUB-028 21-PUB-028A	Liberty	21-PUB-028 21-PUB-028A	21-06-00-028	21-06-00-028	201206896	055
100119016	BARNER, DUANE & MAXINE C.	SWPEI	6/27/2012	HBI Morrett	HBI			21-PUB-028 21-PUB-028A	Liberty	21-PUB-028 21-PUB-028A	21-06-00-028	21-06-00-028	201208493	876
100119017	ABE, DAVID L., TRENTON QUINN AND WALTER, JEFF	SWPEI	3/14/2012	Primary Term	Term	3/14/2023	3/14/2023	16-11-27	Cancon	16-11-27	16-11-2002-00000	16-11-2002-00000	201807500	222
100122000	GUILLAUME, MATTHEW S., STEPHEN AND MARK	EAST RESOURCES, INC.	12/15/2005	HBP	HBP			21-PUB-028 21-PUB-028A	Liberty	21-PUB-028 21-PUB-028A	21-06-00-028	21-06-00-028	7667297	309.50
100119000	INMAN, GREGORY D. & WANG, J.	EAST RESOURCES, INC.	6/11/2010	HBP	HBP			38-PUB-004C	Union	38-PUB-004C	38-03-00-04C	38-03-00-04C	201007623	121
100127000	PALMER, MARICELLA BY ROBERT E PALMER, POA	EAST RESOURCES, INC.	7/22/1999	HBP	HBP			161170051000000 161170053000000	Cancon	161170051000000 161170053000000	161170051000000	161170051000000	200102835	145.00
100130000	KINDON, ROBERT AND CHRISTINE R.	EAST RESOURCES, INC.	2/9/2006	HBP	HBP			36-PUB-042 21-PUB-028	Union	36-PUB-042 21-PUB-028	36-04-00-022	36-04-00-022	7651684	127.00
100131000	REARLY, BREW E. AND USA A.	EAST RESOURCES, INC.	5/2/2006	HBI	HBI			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	7681657	85.25
100132000	TULLY, WILLIAM JR.	EAST RESOURCES, INC.	6/29/2006	HBI	HBI			22-PUB-004A-TR1 21-PUB-004B-00-002	Liberty Bere	22-PUB-004A-TR1 21-PUB-004B-00-002	21-07-00-042B	21-07-00-042B	7681680	17.65
100134000	BARNES, STEPHEN	ROCKDALE MARCELLUS, LLC	3/21/2018	HBP	HBP			36-11B-4	Cancon	36-11B-4	161180009000000	161180009000000	201807501	117
100136000	JONES, CAROLINE M. AND SMITH, WYDOR R.	ROCKDALE MARCELLUS, LLC	3/21/2018	HBP	HBP			16-11B-3	Cancon	16-11B-3	161180009000000	161180009000000	201807499	215
100137000	BOUPE, EARL W. & CAROL A.	EAST RESOURCES, INC.	3/25/2013	HBI	HBI			38-PUB-004-096	Union	38-PUB-004-096	38-03-00-096	38-03-00-096	7521683	17.25
100138000	GUILLAUME, SHEILA AND BLACK, JENNIFER E.	EAST RESOURCES, INC.	8/28/2003	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	7547710	107.00
100139000	MESSNER, CHARLES H. AND MARY B.	EAST RESOURCES, INC.	3/25/2003	HBI	HBI			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	7751515	110.97
100140000	STOUTS, JOHN M. AND CAROL L.	EAST RESOURCES, INC.	9/29/2006	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	7697528	163.18
100141000	RATHBUN, ROBERT D. AND SHARLEY A.	ROCKDALE MARCELLUS, LLC	3/28/2018	Primary Term	Term	3/28/2023	3/28/2023	38-PUB-004-074	Union	38-PUB-004-074	38-03-00-074	38-03-00-074	201805443	117.00
100143000	BISHOP, HERMAN M	EAST RESOURCES, INC.	3/23/2006	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	7667317	321.70
100144000	URBAN, INDIKA L. AND GARY K.	ROCKDALE MARCELLUS, LLC	4/29/2018	Primary Term	Term	4/29/2023	4/29/2023	36-03-00-074A	Union	36-03-00-074A	36-03-00-074A	36-03-00-074A	201805445	51.00
100145000	SPENCER, JOSEPH E. AND JUNE L.	EAST RESOURCES, INC.	4/29/2018	HBP	HBP			36-03-00-074A	Union	36-03-00-074A	36-03-00-074A	36-03-00-074A	201805446	13.5
100146000	WARD, JOHN W. & ELIZABETH A.	EAST RESOURCES, INC.	4/29/2018	HBP	HBP			161170013000000	Cancon	161170013000000	161170013000000	161170013000000	200907017	283.5
100148000	HOBST, DARY E.	EAST RESOURCES, INC.	12/4/2007	HBP	HBP			161180009000000	Cancon	161180009000000	161180009000000	161180009000000	200803857	0.9
100149000	HICKOK, WILLIAM G.	EAST RESOURCES, INC.	9/26/2008	HBI	HBI			161180009000000	Cancon	161180009000000	161180009000000	161180009000000	200709500	63.2
100150000	CHAPPEL, SARAH E.	EAST RESOURCES, INC.	9/26/2008	HBP	HBP			161180009000000	Cancon	161180009000000	161180009000000	161180009000000	200911005	3.89
100151000	WILBER, DOUGLAS L. AND VIOLE	EAST RESOURCES, INC.	4/29/2008	HBP	HBP			36-11B-3	Cancon	36-11B-3	36-11B-3	36-11B-3	20090901	3.89
100152000	DOYLE, JETHA A. AND KIMBERLY A.	EAST RESOURCES, INC.	4/29/2008	HBP	HBP			36-11B-3	Cancon	36-11B-3	36-11B-3	36-11B-3	20090901	3.89
100153000	DOYLE, JETHA A. AND KIMBERLY A.	EAST RESOURCES, INC.	4/29/2008	HBP	HBP			36-11B-3	Cancon	36-11B-3	36-11B-3	36-11B-3	20090901	3.89
100154000	MICROBERTS, ERIC AND BRANDY	EAST RESOURCES, INC.	4/29/2008	HBP	HBP			36-11B-3	Cancon	36-11B-3	36-11B-3	36-11B-3	20090901	3.89
100155000	GROOVER, GERALD L.	ROCKDALE MARCELLUS, LLC	4/28/2018	Primary Term	Term	4/28/2023	4/28/2023	36-PUB-025	Union	36-PUB-025	36-02-00-025-HOOK	36-02-00-025-HOOK	76719886	20.04
100156001	KIMBLE, ROBERT	EAST RESOURCES, INC.	5/23/2008	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	76719829	40.00
100155000	PEPPER, THOMAS ANDREW AND SHAWNNA R.	ROCKDALE MARCELLUS, LLC	3/28/2018	Primary Term	Term	3/28/2023	3/28/2023	36-PUB-025	Union	36-PUB-025	36-02-00-025-HOOK	36-02-00-025-HOOK	201805444	21.00
100156001	REED, RONALD AND LILEN	CHESAPEAKE APPALACHIA	12/12/2007	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	200902832	43.37
100156002	SCHANBACHER, FENNE T.	CHESAPEAKE APPALACHIA	12/12/2007	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	200902831	43.37
100156003	SCHANBACHER, THEODORE	CHESAPEAKE APPALACHIA	12/12/2007	HBP	HBP			21-PUB-028	Liberty	21-PUB-028	21-06-00-028	21-06-00-028	200902832	43.37
100156004	JACKSON, GEORGE E.	TRAIL APPALACHIAN PETROLEUM	9/13/2001	HBI	HBI			36-PUB-025A	Union	36-PUB-025A	36-02-00-025A-HOOK	36-02-00-025A-HOOK	102505724	159.75
100157000	FISHER, INDIKA L.	EAST RESOURCES, INC.	11/27/2009	HBI	HBI			18-PUB-163 E	Union	18-PUB-163 E	18-PUB-163 E	18-PUB-163 E	18801738	12.56
100159000	MILHEID, CHARLES	ROCKDALE MARCELLUS, LLC	3/27/2018	HBP	HBP			161180009000000	Cancon	161180009000000	161180009000000	161180009000000	201807502	21.15
100160000	ROBERTS, CHARLES E. AND KATHRYN	EAST RESOURCES, INC.	11/29/2005	HBP	HBP			38-11B-3	Cancon	38-11B-3	38-11B-3	38-11B-3	20090901	3.89
100161000	FORER, MILES S., JR. AND JANET L.	EAST RESOURCES, INC.	1/7/2006	HBP	HBP			38-11B-3	Cancon	38-11B-3	38-11B-3	38-11B-3	20090901	3.89
100162000	SPENCER, ROBERT E. JR. AND RUTH A.	EAST RESOURCES, INC.	5/9/2006	HBI	HBI			161170001600000	Cancon	161170001600000	161170001600000	161170001600000	200909494	102.70
100163000	LANDON, FRANK S. & JOYCE	EAST RESOURCES, INC.	3/4/2006	HBP	HBP			161170066000000	Cancon	161170066000000	161170066000000	161170066000000	200907219	835
100164000	RUTZ, MICHAEL D.	EAST RESOURCES, INC.	4/24/2006	HBP	HBP			38-11B-3	Cancon	38-11B-3	38-11B-3	38-11B-3	20090901	3.89

Job ID	Client	Start Date	End Date	Term	Primary Term	5/12/2023	5/12/2028	State	City	Agency	Contract #	Rate	
10016200	RAGAN, MARY LUCILLE AND RAGAN, DANIEL D.	5/12/2018	5/12/2018	HRP	HRP Descroto 2			Pennsylvania	Union	36-03.00-080	36-03.00-080	201876133	5.00
10017000	CEPAXAM, REINE M.	12/26/2007	12/26/2007	HRP	HRP Descroto 2			Pennsylvania	McNett	30-11-108-A	30-11-108-A	62497347	2.60
10017200	BARLES, KEVIN E. WELDY	12/26/2008	12/26/2008	HRP	HRP Descroto 2			Pennsylvania	Canton	15L2000028001000	15L2000028001000	200802692	1.95

10231000	HEDMICK, NEIL W. AND DIANE	EAST RESOURCES, INC.	12/16/2005	HBP	Pennsylvania	Toga	Union	35-P103-054	35-03-00-054	768,990	102.35
10023000	ROUPE, ROBERT R. & MARJORIE L.	EAST RESOURCES, INC.	7/16/2008	HBSI	Pennsylvania	Toga	Liberty	21-P107-076A	21-07-00-076A	200,950.00	2.24

10003000	KALMBACH, EDWIN K. HELEN M.	EAST RESOURCES, INC.	4/7/2006	HRS	HRS	181280034000000	181280034000000	181280034000000	206666015	5.86
10040000	THOMAS, LIA M.	EAST RESOURCES, INC.	7/23/2008	HBP	HBP	35-P104-065	35-P104-065	35-P104-065	200906697	10.00
10040000	RUDOLACHEN, KENNETH L. & LINDA M.	ROCKALE MARCELLUS, LLC	9/13/2010	Term	Primary Term	21-05-00-077A-3	21-05-00-077A-3	21-05-00-077A-3	201009992	10.00
10063000	WYNNIE, BIFFERTY L.	SMRP	10/7/2011	Term	Extended Primary Term	35-P109-077A-3	35-P109-077A-3	35-05-00-077A-1	201311143	0.97

Exhibit A-1

100532000	KNECHT, BRADLEY A.	EAST RESOURCES, INC.	12/14/2005	HBP Westfield 2H, 4H	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-05-02A	76573122	100532000
100533000	JACKSON, SHEILA J. AND MICHAEL A.	EAST RESOURCES, INC.	1/13/2005	HBP Westfield 2H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-05-02A	76573122	100533000
100534000	COLTON, DANIEL J. AND DEBBIE S.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	16-05-00-040000	20180659	100534000
100535000	KENNEDY, RANDOLPH E. & KATHLEEN F.	EAST RESOURCES, INC.	1/19/2005	HBP Westfield 2H, 4H	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-05-02A	76573122	100535000
100536000	SPENCER, IRENE	TRIAL APPALACHIAN PETROL	1/19/2005	HBP Westfield 2H, 4H	HBP	10/23/2003	10/23/2003	Union	Pennsylvania	Bradford	Union	16-01-00-051	201900078	100536000
100537000	WEAVERS, SAMUEL J. AND HEIDI L. EMERLI	ROCCOALE MARCELLUS, LLC	10/23/2003	Primary Term	Term	10/23/2003	10/23/2003	Union	Pennsylvania	Bradford	Union	16-05-00-050000	201900078	100537000
100538000	ITM REVOCABLE TRUST, THE ROBERT L AND DIANE D	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	16-05-00-050000	201900078	100538000
100539000	SMITH, ROBERT W. AND ANNA M.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	16-05-00-050000	201900078	100539000
100540000	COLTON, DEBBIE S. AND CASTLE, JOSEPH E.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	16-05-00-050000	201900078	100540000
100550000	HOOD, MICHAEL AND DEBRA A.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-02-00-020	201810704	100550000
100560000	FIVE FOX FARMS, LLC	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-02-00-044	201810705	100560000
100561000	GABLE DAVID J. AND EYDIE L.	ROCCOALE MARCELLUS, LLC	10/25/2008	Primary Term	Term	10/25/2008	10/25/2008	Union	Pennsylvania	Triga	Union	36-01-00-025A	201810706	100561000
100562000	WALKER, JUSTIN J. AND WEAVER A.	ROCCOALE MARCELLUS, LLC	10/25/2008	Primary Term	Term	10/25/2008	10/25/2008	Union	Pennsylvania	Triga	Union	36-01-00-030	201810707	100562000
100563000	RANDALL, CHARLES W. AND AUDREY	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-030D	201900057	100563000
100570000	HUMPHREYS COBIN, LLC	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-03-00-028	201810708	100570000
100580000	SMAS, STEVE AND DAVID J.	EAST RESOURCES, INC.	11/17/2005	HBP Felt	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-112-114	5575 / 220	100580000
100590000	TAYLOR, ORG AND JARRE	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-038A	201810709	100590000
100600000	SHRODOR, PAUL L AND VIRGINIA A.	EAST RESOURCES, INC.	8/14/2005	HBP Magnet	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	21-01-00-062-1	769/63	100600000
100610000	MACHMER, BRIAN T. AND KIMBERLY A.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-03-00-054-2	201810710	100610000
100620000	GRIFFIN, BEVERLY A.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-03-00-051-6	201810711	100620000
100630000	BROWN, HARVEY SCOTT AND SHERI L.	SWEP	12/14/2005	Primary Term	Term	12/14/2005	12/14/2005	Union	Pennsylvania	Triga	Union	36-01-00-022A	20156078	100630000
100640000	BAUSHER, MICHAEL A. & CATHY J.	ST RESOURCES MANAGER	10/12/2000	HBP Guilburne 2H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	21-06-00-028	20133318	100640000
100650000	PRESTON TRUST DATED OCT 23, 2004	EAST RESOURCES, INC.	1/12/2008	HBP Westfield 2H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-052	775/545	100650000
100660000	RAINFORD, PETER & FRANCES	EAST RESOURCES, INC.	5/18/2005	HBP Union	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-054	774/795	100660000
100670000	HARTFORD, MICHELLE E.	EAST RESOURCES, INC.	9/18/2005	HBP Palmer 1H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	16-1170005000000	20081218	100670000
100680000	BISHOP, THOMPE L.	EAST RESOURCES, INC.	7/28/2008	HBP Taylor E	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	21-07-00-08B	20080486	100680000
100690000	BUCK, CHRISTOPHER R.	EAST RESOURCES, INC.	4/26/2008	HBP Felt	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	30-112-118.02	5396 / 164	100690000
100700000	MCILVANE, ROBERT T. & JANET E.	SWEP	11/17/2005	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-018-ROCK	20150388	100700000
100710000	DAVISON, J. WALKER & TAMI S.	EAST RESOURCES, INC.	3/23/2005	HBP Sodon	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-020	200956415	100710000
100720000	SPICER, ROBERT L. AND JANET R.	EAST RESOURCES, INC.	12/14/2005	HBP Westfield 2H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-050	783/5982	100720000
100730000	BEST, ROBERT J. R. & BRENDA E.	EAST RESOURCES, INC.	10/21/2006	HBP Palmer 1H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	15-17003000000	20070579	100730000
100740000	PAUHANMUS, ARDEN L. & EMILY M.	EAST RESOURCES, INC.	5/21/2005	HBP Gibson 2	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Lynchburg	Union	30-111-134	200600011384	100740000
100750000	MARCH, ALAN H. II	EAST RESOURCES, INC.	11/25/2005	HBP Castle 113 (Castle 4)	HBP	12/22/2004	12/22/2004	Union	Pennsylvania	Bradford	Union	15-170012000000	200702340	100750000
100760000	MICHAEL, WILLIAM M. SR.	SWEP	12/22/2004	Primary Term	Term	12/22/2004	12/22/2004	Union	Pennsylvania	Triga	Union	36-05-00-03	201500086	100760000
100770000	BETEL, DAVID E. AND SABLE C.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-051-3	201900082	100770000
100780000	HARD, EDWIN S. & KATHRYN J.	EAST RESOURCES, INC.	11/14/2005	HBP Guilburne 2H, 4H	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	21-06-00-012	765/5946	100780000
100790000	WHELAND, ROBERT T.	EAST RESOURCES, INC.	4/13/2005	HBP Castron VE	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-007	767/3675	100790000
100800000	MARTIN, RANDY EDAL	EAST RESOURCES, INC.	5/17/2005	HBP Yagde	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-059	767/6724	100800000
100810000	MACHMER, PAUL G.	ROCCOALE MARCELLUS, LLC	11/17/2008	Primary Term	Term	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-054	201900058	100810000
100820000	COCHRAN, THOMAS M. & NANCY J.	EAST RESOURCES, INC.	10/5/2005	HBP Cochran NW	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-05-00-015	771/1518	100820000
100830000	4-R FARM, BOWEN, RICH & PERRY, RENE	EAST RESOURCES, INC.	3/14/2005	HBP Cochran 705	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-014	766/7945	100830000
100840000	WILLIAMS, CARL CLAYTON	EAST RESOURCES, INC.	2/25/2003	HBP Yagde	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-05-00-031	751/5709	100840000
100850000	HEWENWAY, ROY AND GERALDINE	SWEP	2/18/2011	HBP GWH 720	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	15-12800051000000	20180777	100850000
100860000	HEWENWAY, WESLEY J.	SWEP	2/23/2011	HBP GWH 720	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	15-12800051000000	20180777	100860000
100870000	SCHULTZ, LOJCE AND ROGER V.	ROCCOALE MARCELLUS, LLC	11/23/2008	Primary Term	Term	11/23/2003	11/23/2003	Union	Pennsylvania	Triga	Union	21-05-00-074	201900055	100870000
100880000	SUZANNE CHAWFORD SEPARATE SHARE TRUST	ROCCOALE MARCELLUS, LLC	11/23/2008	Primary Term	Term	11/23/2003	11/23/2003	Union	Pennsylvania	Triga	Union	21-05-00-074	201900055	100880000
100890000	CHARLES WENBERG SEPARATE SHARE TRUST	ROCCOALE MARCELLUS, LLC	11/23/2008	Primary Term	Term	11/23/2003	11/23/2003	Union	Pennsylvania	Triga	Union	21-05-00-074	201900055	100890000
100900000	STABER, BARBARA A.	ROCCOALE MARCELLUS, LLC	11/23/2008	Primary Term	Term	11/23/2003	11/23/2003	Union	Pennsylvania	Triga	Union	21-05-00-074	201900055	100900000
100910000	SHANNLEY, LEO R.	ROCCOALE MARCELLUS, LLC	12/8/2008	HBP Ingalls E	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-05-00-021	201900099	100910000
100920000	SHANNOC FARMS, LLC	ROCCOALE MARCELLUS, LLC	12/8/2008	HBP Cochran NW	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-005	201900100	100920000
100930000	WHELAND, ROBERT T.	EAST RESOURCES, INC.	4/13/2005	HBP Ingalls E	HBS	11/17/2003	11/17/2003	Union	Pennsylvania	Triga	Union	36-01-00-030	767/6827	100930000
100940000	HESS, JUDITH M.	EAST RESOURCES, INC.	9/17/2008	HBP Castle 113 (Castle 4)	HBP	11/17/2003	11/17/2003	Union	Pennsylvania	Bradford	Union	16-170030800000	200511663	100940000

10076400 10076500	HALL, RICHARD F. AND JANE SCHEFSKY, MARC D.	WYCO PRODUCTION, INC ROCCALE MARGELLUS, LLC	11/24/2003 1/12/2019	HESI Barner HESI Merrick Primary Term	HESI Term	1/12/2014 1/12/2025	Pennsylvania Pennsylvania	Thiapa Lycamillig	Liberty McInyre	21-FI-08-021 29-150-120	21-08-00-021 29-150-120	765/1298 201900017865	114.00 2.65
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100846003	HERR, JAMES L. & HAZEL L.	ROCCOALE MARCELLUS, LLC	11/20/2019	Primary Term	Term	11/20/2022	11/20/2024	Pennsylvania	Tioga	Liberty	1-02-00037 & 21-02-00-09	21-02-00-057	201903345	110.09
100847000	FERRY, JAY L. & GLADYS E.	ROCCOALE MARCELLUS, LLC	2/7/2019	Primary Term	Term	2/7/2024	2/7/2029	Pennsylvania	Bradford	Canton	19-06-032	1619003200000	201903308	2.00
100848000	CLAYTON, GEORGE E. & MARGARET L.	ROCCOALE MARCELLUS, LLC	3/12/2019	HBP Swinkle Castle 294	HBP			Pennsylvania	Bradford	Canton	16-117-137	161170013700000	201903307	17.99
100849000	HOPKINS, ROBERT W. JR. AND TAMMY	EAST RESOURCES, INC.	6/14/2008	HBS Marshall Bldg	HBS			Pennsylvania	Westing	Jackson	18-128-102 E	18-128-102 E	5461 / 181	2.05

100949000	HEVER, TROY A. & TRACY A.	ROCCOALE MARCELLUS, LLC	6/27/2019	Primary Term	Term	6/27/2024	no OTE	Pennsylvania	Toga	Union	36-03-00-070B 36-03-00-095 36-03-00-070	36-03-00-070	20190511	63.20
100952000	COCHRAN, BARRY E.	BOURBEAU LAND SERVICE	12/20/2005	HBP SWR	HBP			Pennsylvania	Toga	Liberty	21-05-00-071A-F-ROCK	21-05-00-071A-F-ROCK	20060318	14.05
100953000	AYRES, CHRISTY L.	ROCCOALE MARCELLUS, LLC	5/22/2019	Primary Term	Term	5/22/2024	5/22/2029	Pennsylvania	Bradford	Clinton	18-105-58	161J00000800000	201909105	5.54
100954000	BAHAM, DAVID P. AND NANCY L.	EAST RESOURCES, INC.	1/12/2008	HBP Close	HBP			Pennsylvania	Lycoming	Mehert	30-112-152A	30-112-152A	5259 / 191	2.00

Exhibit A-1

Case No.	Case Name	Case Address	Case Date	Case Type	Case Status	Case Description	Case Location	Case Agency	Case Outcome	Case Notes
10095800	GRIFIN, RAULPH J. & MICHELE WHEEL, INC. INC.	1611 W. 10th St, Erie, PA 16502	6/13/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10095800	COHCE, ANTHONY W. AND CATHY A. WATKINS, SAMUEL D. AND DEANNA P. PENNSYLVANIA LAND COMPANY	36103-0424	2/9/2026	HP	Term	HP Sawyer	Union	Bradford	Union	201903759
10096200	LO PINTO, ANNE L.	21-05-071A-1	6/17/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10096200	FREY, WILLIAM R. II	21-05-071A-1	6/17/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10096200	FREY, WILLIAM R. E	21-05-071A-1	6/17/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	SMITH, LAVONNA K. & JEFFERY A. SMITH, RICO S. & MICHELLE L.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	PINE HILL BOO & GUN CLUB, INC.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	M. SCOTT GARLAND ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	LITTELMAN, BRIAN L. AND BRUN L.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	HICKOK, FRED A. & MARY L. NICHOLS, TRACY ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	KENT, B. PARKER ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	JONES, IRVINGDONALD GRANTOR TRUST	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10097400	STANLEY, MARY CARLA, EPL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10098100	TWIN ADIES FORTING LODGE	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10098200	TAMM, LOUANN AND TERRY, LOUANN BAKER, WILLIAM F. AND HELEN M.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10098400	DIANE, REDRICK	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10098700	WATKINS, SAMUEL D. & DEANNA P. PFAFF, KALEE	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10099400	DEBER, HAZEL R. AND ARONWITZ, THOMAS	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10099500	AUTHOFF, JOSEPH R. & GRACY V. PENNSYLVANIA LAND COMPANY, LLC	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103400	SHERARD, LAMAR S.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103400	DOHRMANN, JEFFREY K. & MELANIE K. THOMPSON, WALTER R. & AVALYN D.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103400	JAMES B. HORTON & PAULINE HORTON	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103500	RAYMOND C. BAGLEY JR. & SANDRA BAGLEY WILLIAM FRETTE & WENDI L. ROUTE	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103500	ROBERT F. ASSORI ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10103500	ROY A. SCHANBACRE ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10104200	ROAMING BRANCH GUN CLUB INC DENNIS C. PORTER ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10107000	DENNIS K. DEMPSEY ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10107000	LINDA J. ANDRONICO	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10107000	FREED, BRUCE L. S. AND INDAVI	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109000	HEUER, TROY A. AND TRACY A. CRISTY G. SCHWITZ ET AL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109000	JOAN A. BOULTE	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109000	MATTHEWS, RAYMOND C. & SHARON M.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109000	ROBERT E. SWETHEM AND DOROTHY SWETHEM	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109000	THOMAS L. NEWTON & CHERYL A. NEWTON SALVENDY, LAMAR S.	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109500	HEMANS, JERRY E. & MARY K. GOPHMA, WIFE W. JR. & DORRINE L. RONALD NEAL AND ISA NEAL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765
10109600	RONALD NEAL AND ISA NEAL	36-03-00-071	5/20/2024	HP	Term	HP Swingle (Castle 2H)	Union	Bradford	Union	201903765

UD106000	DAVID C WILLIAMS AND TAMMY L WILLIAMS SHORE ROBERT W, JR. AND MARLENA L	ROCKDALE MARCELLUS, LLC EAST RESOURCES INC	10/7/2015 12/22/2007	Primary Term HBP Fee	Term HBP	10/7/2024	10/7/2029	Pennsylvania Pennsylvania	Texas Lynnburg	Union McNett	36-03-000C 36-03-020A-1 30-112-135.C	36-03-00420A-1 30-112-135.C	20190988 6257 / 194	592 200
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- B. See attached .XLSX file. Except (i) as set forth on Exhibit A-2 under the column “NRI” with respect to the relevant Mineral Interest on which the Well is located, or (ii) as would not reasonably be expected to result in a Material Adverse Effect, the Net Revenue Interest of each Mineral Interest is not less than 80.00%, other than those leases identified as “AMI”, the Net Revenue for which may be reduced in proportion with Seller’s working interest ownership therein in accordance with the applicable Assumed Contract with SWN Production Company.

Exhibit A-2
Wells

See attached .XLSX file.

Exhibit A-2

Wellname	Area Wellname	API Number	County	State	Operator	WI	NRI
Barner 709 1H	BARNER 709 1H	3711721437	Tioga	Pennsylvania	Rockdale	100.00%	88.22%
Barner 709 3H	BARNER 709 3H	3711721438	Tioga	Pennsylvania	Rockdale	100.00%	88.22%
Barner 709 5H	BARNER 709 5H	3711721439	Tioga	Pennsylvania	Rockdale	100.00%	88.22%
Barner 709 7H	BARNER 709 7H	3711721440	Tioga	Pennsylvania	Rockdale	100.00%	88.22%
Castle 113 4H	CASTLE 113 4H	3701523433	Bradford	Pennsylvania	Rockdale	100.00%	87.00%
Castle 113 2H	CASTLE 113 SWINGLE 2H	3701523432	Bradford	Pennsylvania	Rockdale	100.00%	86.91%
Clegg 722 4H	CLEGG 722 4H	3708120334	Lycoming	Pennsylvania	Rockdale	100.00%	87.15%
Clegg 722 5H	CLEGG 722 5H	3708120221	Lycoming	Pennsylvania	Rockdale	100.00%	87.15%
Clegg 722 6H	CLEGG 722 6H	3708120335	Lycoming	Pennsylvania	Rockdale	100.00%	87.15%
Cochran 705 10H	COCHRAN 705 10H	3711722060	Tioga	Pennsylvania	Rockdale	100.00%	84.00%
Cochran 705 4H	COCHRAN 705 4H	3711721382	Tioga	Pennsylvania	Rockdale	100.00%	86.56%
Cochran 705 5H	COCHRAN 705 5H	3711721383	Tioga	Pennsylvania	Rockdale	100.00%	86.56%
Cochran 705 6H	COCHRAN 705 6H	3711721384	Tioga	Pennsylvania	Rockdale	100.00%	86.56%
Cochran 705 7H	COCHRAN 705 7H	3711722058	Tioga	Pennsylvania	Rockdale	100.00%	83.70%
Cochran 705 8H	COCHRAN 705 8H	3711722057	Tioga	Pennsylvania	Rockdale	100.00%	83.73%
Cochran 705 9H	COCHRAN 705 9H	3711722059	Tioga	Pennsylvania	Rockdale	100.00%	83.73%
Copper 10H	CUPPER 10H		Tioga	Pennsylvania	SWN	33.00%	28.05%
Copper 5H	CUPPER 5H		Tioga	Pennsylvania	SWN	33.00%	28.05%
Delcotto 2V	DELCIOTTO 2V	3708120130	Lycoming	Pennsylvania	Rockdale	100.00%	87.50%
Foti 721 4H	FOTI 721 4H	3708120441	Lycoming	Pennsylvania	Rockdale	100.00%	87.50%
Foti 721 5H	FOTI 721 5H	3708120344	Lycoming	Pennsylvania	Rockdale	100.00%	87.50%
Foti 721 6H	FOTI 721 6H	3708120442	Lycoming	Pennsylvania	Rockdale	100.00%	87.50%
Greenwood 427 5H	GREENWOOD 427 5H	3708120222	Lycoming	Pennsylvania	Rockdale	100.00%	87.50%
Groff 720 4H	GROFF 720 4H	3701521387	Bradford	Pennsylvania	Rockdale	100.00%	87.44%
Groff 720 5H	GROFF 720 5H	3701520622	Bradford	Pennsylvania	Rockdale	100.00%	87.44%
Groff 720 6H	GROFF 720 6H	3701521386	Bradford	Pennsylvania	Rockdale	100.00%	87.44%
Guillaume 714 2H	GUILLAUME 714 2H	3711722001	Tioga	Pennsylvania	Rockdale	100.00%	87.17%
Guillaume 714 4H	GUILLAUME 714 4H	3711722002	Tioga	Pennsylvania	Rockdale	100.00%	87.17%
Guillaume 714 6H	GUILLAUME 714 6H	3711722003	Tioga	Pennsylvania	Rockdale	100.00%	87.22%
Guillaume 715 5H	GUILLAUME 715E 5H	3711721561	Tioga	Pennsylvania	Rockdale	100.00%	87.36%
Guillaume 715 3H	GUILLAUME 715W 3H	3711721557	Tioga	Pennsylvania	Rockdale	100.00%	87.47%
Guillaume 715 3H	GUILLAUME 715W 3H	3711721559	Tioga	Pennsylvania	Rockdale	100.00%	87.47%
Guindon 706 1H	GUINDON 706 1H	3711721400	Tioga	Pennsylvania	Rockdale	100.00%	86.79%
Guindon 706 2H	GUINDON 706 2H	3711721401	Tioga	Pennsylvania	Rockdale	100.00%	86.79%
Guindon 706 3H	GUINDON 706 3H	3711721402	Tioga	Pennsylvania	Rockdale	100.00%	86.79%
Harer 713 2H	HARER 713 2H	3711721988	Tioga	Pennsylvania	Rockdale	100.00%	86.76%
Harer 713 4H	HARER 713 4H	3711721989	Tioga	Pennsylvania	Rockdale	100.00%	86.76%
Hedrick 702 4H	HEDRICK 702 4H	3711721195	Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Hedrick 702 5H	HEDRICK 702 5H	3711721196	Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Ingalls 710 2H	INGALLS 710 2H	3711721998	Tioga	Pennsylvania	Rockdale	100.00%	86.03%
Ingalls 710 4H	INGALLS 710 4H	3711721999	Tioga	Pennsylvania	Rockdale	100.00%	86.03%
Kindon 374 4H	KINDON 374 4H	3711720778	Tioga	Pennsylvania	Rockdale	100.00%	87.49%
Kindon 374 5H	KINDON 374 5H	3711720779	Tioga	Pennsylvania	Rockdale	100.00%	87.49%
Kindon 374 6H	KINDON 374 6H	3711720780	Tioga	Pennsylvania	Rockdale	100.00%	87.49%
Lynn 719 4H	LYNN 719E 4H	3711721584	Tioga	Pennsylvania	Rockdale	100.00%	87.04%
Lynn 719E 5H	LYNN 719E 5H	3711721585	Tioga	Pennsylvania	Rockdale	100.00%	87.20%
Lynn 719 6H	LYNN 719E 6H	3711721586	Tioga	Pennsylvania	Rockdale	100.00%	87.04%
Lynn 719W 1H	LYNN 719W 1H	3711721581	Tioga	Pennsylvania	Rockdale	100.00%	87.20%
Lynn 719W 3H	LYNN 719W 3H	3711721583	Tioga	Pennsylvania	Rockdale	100.00%	87.20%
McNitt 708 2H	MCNETT 708 2H	3711721554	Tioga	Pennsylvania	Rockdale	100.00%	87.80%
McNitt 708 4H	MCNETT 708 4H	3711721555	Tioga	Pennsylvania	Rockdale	100.00%	87.80%
McNitt 708 6H	MCNETT 708 6H		Tioga	Pennsylvania	Rockdale	100.00%	87.80%
MILLER E 116E 10H	MILLER 116 10H	3711721547	TIOGA	Pennsylvania	Rockdale	100.00%	86.52%
MILLER E 116W 2H	MILLER 116 2H	3711721498	TIOGA	Pennsylvania	Rockdale	100.00%	87.27%
MILLER E 116E 3H	MILLER 116 3H	3711721499	TIOGA	Pennsylvania	Rockdale	100.00%	86.52%
MILLER E 116W 4H	MILLER 116 4H	3711721500	TIOGA	Pennsylvania	Rockdale	100.00%	87.27%
MILLER E 116E 5H	MILLER 116 5H	3711721501	TIOGA	Pennsylvania	Rockdale	100.00%	86.52%
MILLER E 116E 6H	MILLER 116 6H	3711721502	TIOGA	Pennsylvania	Rockdale	100.00%	86.52%
Neal 375 1H	NEAL 375 1H	3711721015	Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Neal 375 2H	NEAL 375 2H	3711720576	Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Neal 375 4H	NEAL 375 4H		Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Neal 375 5H	NEAL 375 5H		Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Palmer 112 1H	PALMER 112 1H		Bradford	Pennsylvania	Rockdale	90.71%	79.37%
Sawyer 376 1H	SAWYER 376 1H	3711720847	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 2H	SAWYER 376 2H	3711720848	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 3H	SAWYER 376 3H	3711720849	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 4H	SAWYER 376 4H	3711720850	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 5H	SAWYER 376 5H	3711720851	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 5HS	SAWYER 376 5HS		Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Sawyer 376 6H	SAWYER 376 6H	3711720852	Tioga	Pennsylvania	Rockdale	100.00%	87.34%
Schmeizle 703 3H	SCHMEIZLE 703 3H	3711721592	Tioga	Pennsylvania	Rockdale	100.00%	86.44%

Schmelze 703 5H	SCHMELZE 703 5H	3711721593	Tioga	Pennsylvania	Rockdale	100.00%	86.44%
Taylor 718E 3H	TAYLOR 718E 3H	3711721550	Tioga	Pennsylvania	Rockdale	100.00%	87.50%
TAYLOR M 718W 4H	TAYLOR 718E 4H	3711721551	Tioga	Pennsylvania	Rockdale	100.00%	87.50%

Exhibit A-2

Taylor 718W 1H	TAYLOR 718W 1H		Tioga	Pennsylvania	Rockdale	100.00%	87.50%
Wesneski 724 2H	WESNESKI 724 2H	3711721981	Tioga	Pennsylvania	Rockdale	100.00%	87.44%
Wesneski 724 4H	WESNESKI 724 4H	3711721987	Tioga	Pennsylvania	Rockdale	100.00%	87.44%
Westerbaan 723 1H	WESTERBAAN 723 1H	3711720579	Tioga	Pennsylvania	Rockdale	100.00%	86.63%
Westerbaan 723 2H	WESTERBAAN 723 2H	3711720547	Tioga	Pennsylvania	Rockdale	100.00%	86.63%
Westerbaan 723 3H	WESTERBAAN 723 3H	3711720580	Tioga	Pennsylvania	Rockdale	100.00%	86.63%
Yaggie 704 1H	YAGGIE 704 1H	3711721332	Tioga	Pennsylvania	Rockdale	100.00%	86.95%
Yaggie 704 2H	YAGGIE 704 2H	3711721333	Tioga	Pennsylvania	Rockdale	100.00%	86.95%
Yaggie 704 3H			Tioga	Pennsylvania	Rockdale	100.00%	86.95%

Other Non-Producing Wells

Well	API	Comments
CASTLE 113-1V	3701520094	SI, no facilities and no compression
GRAHAM 2V	3708120099	Needs but does not justify WH compression
HICKOK 113		SI, no facilities and no compression
MILLER 116 2V	3711720202	SI, and ready for P&A. On P&A list
MILLER 116 8H	3711721546	
MILLER 116V	3711720202	SI, and ready for P&A. On P&A list
WARD 1	3711720180	Consider plugging
Wesneski 724-1V	3711720735	SI, and ready for P&A. On P&A list
DELCIOTTO 1V	3708120100	Needs but does not justify WH compression
HEUER 701-1V	3711720767	SI, and ready for P&A. On P&A list
HEYLER 748-1V	3711720878	SI, and ready for P&A. On P&A list
HICKOK 114	3701520095	SI, and ready for P&A. On P&A list
MARSHALL BROS 731-1V	3708120336	SI, and ready for P&A. On P&A list
SPENCER 729-1V	3711720766	SI, and ready for P&A. On P&A list

Other Well Activity

Well	Comments
Red Run 1H-6H	6 topholes at varying depths on red run pad, number different in ARIES vs Permit, held by operations now because the wells all were spud (mouse hole to intermediate)
Parent 749 1V	Marcellus Vertical, no pipeline
Bear Claw Cellars	3 drillable (active) locations on the Bear Claw (6H/8H/10H) pad
East Point Fish 1V	Top Hole not drilled to Marcellus

Exhibit A-3
Surface Interests

1. 2.62 acres located at 1132 Rt. 14 Hwy., McIntyre Township, Lycoming County, Pennsylvania, further identified as tax parcel number 29-150-120 and being the same property described in a deed recorded at instrument number 201900025360 in the Lycoming County Recorder of Deeds records.
2. All of the buildings, other improved real estate, or land listed in Part 9 and described as "right of way/facility/road" in the column marked "nature and extent of debtor's interest in property" of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.

Exhibit A-4

Vehicles

Year	Make	Model	VIN	Plate
1. 2017	Ford	150	1FTEW1EG4HFC84922	ZKR-3373
2. 2017	Ford	250	1FT7W2B66HED06077	ZKR-3375
3. 2017	Ford	250	1FT7W2B67HEE69370	ZKR-3376
4. 2017	Ford	250	1FT7W2B67HEE69384	ZKR-3374
5. 2018	Ford	150	1FTEW1EG7JFC25384	ZLS-3271
6. 2018	Ford	150	1FTFX1EG4JFB24451	ZLS-3270
7. 2018	Top Hot Industries Inc.	Trailer	4R7B02023JT178526	008-6PO
8. 2019	Ford	150	1FTEX1EP3KFA32020	ZMW-2255
9. 2019	Ford	150	1FTEX1EP8KKD69211	ZNA-9500
10. 2019	Ford	250	1FT7X2B60KED91468	ZNA-9500
11. 2020	Carmate	Trailer	5A3CS10S8LLOO0120	XMC-8867
12. 1994	Clark	Trailer	1CD2L8423RA004984	-
13. 2005	Fruehauf Corp.	Trailer	1JJF482F1YS693439	-

Exhibit A-5
Water Assets

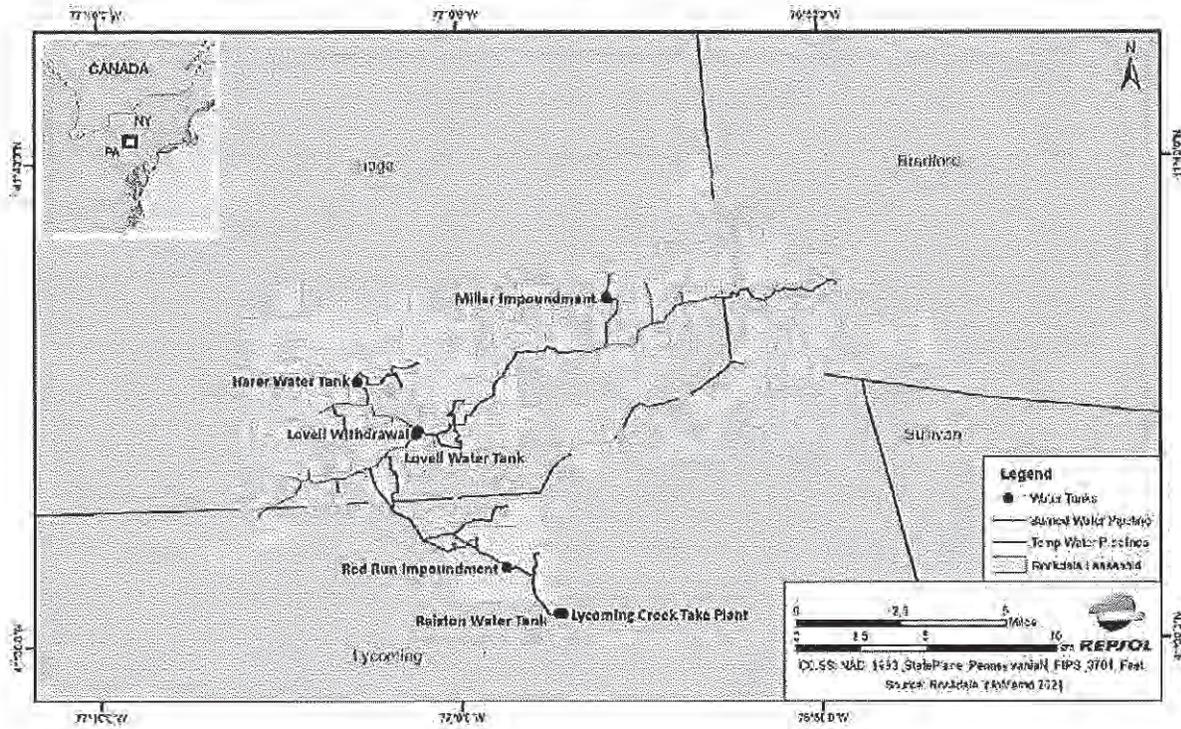


Exhibit B
Other Excluded Assets

- A. All of the checking, savings, money market, or financial brokerage accounts and all cash or cash equivalents (except to the extent constituting Suspense Funds) held therein listed in Part 1 Nos. 3.1 and 3.2 of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.
- B. The following Contracts together with all amendments thereto:
 - 1. First Amended and Restated Gas Gathering Services Agreement dated August 12, 2016 by and between Regency Marcellus Gas Gathering, LLC and SWEPI LP (as amended in effect from time to time).
 - 2. Water Supply Service Agreement by and between Aqua ETC Water Solutions, LLC and Rockdale Energy, LLC dated May 17, 2018.
 - 3. Water Evaporation Services Agreement by and between Rockdale Marcellus LLC [sic] and Energy Water Solutions, LLC dated September 25, 2020.
 - 4. Employee Leasing Agreement between Rockdale Marcellus, LLC and energy Operating Corp dated effective as of March 1, 2019.
 - 5. Sub-Sub-Sublease dated February 24, 2020, between Trace Midstream Management, LLC and Rockdale Marcellus, LLC for 7,212 sq. ft. office space in Suite 950 at 945 Bunker Hill Road, Houston, Texas 77024.
 - 6. Office Lease dated December 17, 2019, between Southpointe Two Lot 12 L.P. and Rockdale Marcellus, LLC for 9,254 sq. ft. office space in Suite 220 at 4600 J Barry Court, Canonsburg, PA 15317.
 - 7. ISDA 2002 Master Agreement by and between Shell Trading Risk Management, LLC and Rockdale Marcellus, LLC dated June 29, 2020, together with any and all schedules and addenda thereto (including all Transaction Confirmations thereunder).
 - 8. Seismic Data License Agreement, dated as of October 31, 2017, by and between SWEPI LP and Rockdale Marcellus, LLC.
 - 9. Cost Plus Drilling and Operating Agreement, by and between East Resources, Inc. and Bradford Drilling Associates XXVII, L.P.
- C. All of office furniture, fixtures, and equipment, and collectibles listed in Part 7 Nos. 38-45 of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.
- D. All of the other machinery, fixtures, and equipment (excluding farm machinery and equipment) listed in Part 8 Nos. 50.1 (Field Buildings/Structures – 12x56 Office Unit) and 50.2 (Field Leasehold Improvements – Painting of Office) of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.
- E. All of the other assets listed in Part 11 of Official Form 206A/B (Schedule A/B: Assets – Real and Personal Property) filed in the Chapter 11 Cases.
- F. All Contracts listed on Schedule 14.2(b) not listed on Schedule 14.2(c).

Exhibit C
Assignment, Conveyance and Bill of Sale

FORM OF

ASSIGNMENT AND BILL OF SALE

RECORDING REQUESTED BY:

[]

[]

[]

AND WHEN RECORDED MAIL TO:

[]

[]

[]

This Space Reserved For Recorder Only

This Assignment and Bill of Sale (this "Assignment") from **Rockdale Marcellus, LLC**, a Texas limited liability company ("Assignor"), with an address at 945 Bunker Hill Road, #950, Houston, Texas 77024, to **Repsol Oil and Gas USA, LLC**, and **REPSOL OIL & GAS USA, LLC**, a Texas limited liability company ("Purchaser"), with an office located at 2455 Technology Forest Blvd., The Woodlands, TX 77381 ("Assignee"), is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Houston, Texas on January 1, 2022 (the "Effective Date"). Assignor and Assignee are referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and between Assignor and Assignee dated [•], 2021 (the "Purchase Agreement"), Assignor desires to sell, and Assignee desires to

purchase, those certain oil and gas properties, rights, and related assets that are defined and described as "Assets" herein.

WHEREAS, references herein to terms which are defined separately herein or in the Purchase Agreement shall have the meaning prescribed to such term herein or in the Purchase Agreement, as applicable, even if the term (as printed in this Assignment) is printed in ALL CAPITALIZED text, in each case, unless the context expressly requires otherwise.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions, and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT

Section 1. Assignment. Assignor, for and in consideration of the sum of Ten Dollars (\$10) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS, and by these presents has GRANTED, BARGAINED, SOLD, CONVEYED AND ASSIGNED, unto Assignee all of Assignor's right, title, and interest in and to the following (but excluding, in all cases, the Excluded Assets) (collectively the "Assets"):

(a) the Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, non-participating royalty interests, net profits interests, mineral fee interests, carried interests and other rights of any kind and character to Hydrocarbons in place and the leasehold estate created thereby that are described on Exhibit A-1, including all pooled or unitized acreage that includes all or a part of any such interests or other rights (the "Mineral Interests"), and all tenements, hereditaments and appurtenances belonging to the Mineral Interests;

(b) the oil, gas, water, CO₂, disposal, injection or other wells located on the Mineral Interests (the "Wells") and together with the Mineral Interests, the "Oil and Gas Interests"), including any unplugged wells and any wells that have been temporarily or permanently abandoned, and including without limitation the working interests or overriding royalty interests in the wells listed on Exhibit A-2;

(c) the surface fee interests listed on Exhibit A-3, and the easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights or interests appurtenant to, and used or held for use in connection with the Oil and Gas Interests (the "Surface Interests" and, together with the Oil and Gas Interests, the "Properties");

(d) the equipment, machinery, fixtures, gas gathering systems, pipelines, manifolds, processing units, compression facilities and other tangible personal property and improvements located on the Properties at the Closing Date (the "Equipment");

(e) subject to Section **Error! Reference source not found.** of the Purchase Agreement, the Assumed Contracts and all rights accruing thereunder;

(f) the materials and equipment inventory, if any, located on the Properties on the Closing Date;

(g) all Hydrocarbons within, produced from or attributable to the Oil and Gas Interests from and after the Effective Date, including any Hydrocarbons in storage tanks upstream of delivery points to the relevant purchasers (inclusive of tank bottoms); all linepack in any pipelines, in each case as of the Effective Date, that were produced for the account of Assignee from and after the Effective Date; and all products, plant and transportation imbalances as of and after the Effective Date.

(h) all Causes of Action (and all supporting documents and information, including information subject to privilege, supporting the same) relating to any other Assets;

(i) paper or electronic lease records, title records, well logs, production records, regulatory files, environmental files and other geological and geophysical data and any interpretative techniques and processes, including without limitation, any interpretive geological and geophysical information, economic analysis, and any information or other similar data (to the extent transferable by the Assignor to Assignee at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Assignee has, prior to the Closing, separately agreed in writing to pay such fee or

penalty) and other records pertaining exclusively to the Assets, excluding the Excluded Records (the "Records");

(j) all rights (including intangible and inchoate rights), Claims, rights of setoff, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Assets or to any Assumed Liabilities, including any and all Claims of Assignor against other Persons pertaining to Imbalances attributable to the Assets;

(k) to the extent transferable by the Assignor to Assignee at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Assignee has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Properties; and any federal, state and local governmental licenses, permits, franchises, orders, exemptions, variances, waivers, authorizations, certificates, consents, rights, privileges and applications therefor, in each case to the extent relating to the ownership or operation of the Properties ("Governmental Authorizations");

(l) all intellectual property owned by Assignor (including all data, files and records relating thereto), including, without limitation, all software (excluding any tradenames, trademarks and service names, registered or unregistered); and

(m) all vehicles listed on Exhibit A-4.

EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (as defined below).

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

Section 2. Excluded Assets. Notwithstanding anything to the contrary in Section 1 hereof or anywhere else in this Assignment, the Excluded Assets are not included in the definition of Assets, and Assignor hereby expressly reserves, excepts and retains unto Assignor all of Assignor's right, title and interest in and to the Excluded Assets.

Section 3. Disclaimers: Waivers. Releases.

(a) **Sale "As Is" "Where Is"/ Release for Physical and Environmental Condition.** ASSIGNEE REPRESENTS THAT IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTIES AND AGREES TO ACCEPT THE PHYSICAL AND ENVIRONMENTAL CONDITION OF SAME ON AN "AS-IS, WHERE- IS" BASIS SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT. ASSIGNEE ACKNOWLEDGES ALSO THAT PHYSICAL CHANGES IN THE PROPERTIES OR ADJACENT LANDS MAY HAVE OCCURRED AS A CONSEQUENCE OF THE OIL AND GAS DRILLING, PRODUCTION AND RELATED OPERATIONS CONDUCTED ON THE MINERAL INTERESTS. THE PROPERTIES MAY CONTAIN UNPLUGGED OR IMPROPERLY PLUGGED WELLS, WELLBORES OR BURIED PIPELINES OR OTHER EQUIPMENT, THE LOCATIONS OF WHICH MAY NOT NOW BE KNOWN TO ASSIGNOR OR BE READILY APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY, AND ASSIGNEE ASSUMES THE OBLIGATION AND LIABILITY TO PROPERLY PLUG, ABANDON, REMOVE AND/OR RESTORE THE SAME WITHOUT RECOURSE TO ASSIGNOR. ASSIGNEE RELEASES ASSIGNOR AND EACH MEMBER OF SELLER GROUP FROM ANY LIABILITY WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTIES, OTHER THAN AS MAY BE PROVIDED FOR UNDER THE PURCHASE AGREEMENT, WHETHER OR NOT CAUSED BY OR ATTRIBUTABLE TO THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR FRAUD), FAULT, OR STRICT LIABILITY OF ASSIGNOR OR ANY MEMBER OF SELLER GROUP, AND WHETHER OR NOT ARISING DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH ASSIGNOR'S OWNERSHIP OF THE PROPERTIES OR USE OF THE PROPERTIES BEFORE OR AT THE EFFECTIVE DATE. WITHOUT LIMITING THE ABOVE, ASSIGNEE WAIVES ANY RIGHT,

EXCEPT TO THE EXTENT PROVIDED FOR IN THE PURCHASE AGREEMENT, TO RECOVER FROM ASSIGNOR OR ANY MEMBER OF SELLER GROUP AND, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PURCHASE AGREEMENT, FOREVER RELEASES AND DISCHARGES ASSIGNOR AND EACH MEMBER OF SELLER GROUP FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER, (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTIES OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAW AND ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAW, WHETHER OR NOT ARISING DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH, ASSIGNOR'S OWNERSHIP OF THE PROPERTIES OR USE OF THE PROPERTIES AT OR PRIOR TO THE EFFECTIVE DATE, AND WHETHER OR NOT ATTRIBUTABLE TO THE STRICT LIABILITY OF ASSIGNOR OR ANY MEMBER OF SELLER GROUP OR TO THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OF ASSIGNOR OR ANY MEMBER OF SELLER GROUP, EVEN IF CAUSED BY THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, FRAUD) OF ASSIGNOR OR ANY MEMBER OF SELLER GROUP PRIOR TO CLOSING.

(b) **DISCLAIMER OF WARRANTIES FOR ASSETS.** ASSIGNEE ACKNOWLEDGES THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NONE OF ASSIGNOR, ANY MEMBER OF SELLER GROUP, OR ANY PERSON ACTING ON BEHALF OF ASSIGNOR, HAS MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY CONSTITUTING PART OF THE ASSETS INCLUDING, WITHOUT LIMITATION, (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (e) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, (f) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM REDHIBITORY VICES OR DEFECTS OR OTHER VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (g) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY SHALL BE CONVEYED TO ASSIGNEE AS IS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY AS ASSIGNEE DEEMS APPROPRIATE AND ASSIGNEE WILL ACCEPT THE IMMOVABLE PROPERTY, MOVABLE PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL PROPERTY AS IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

(c) **DISCLAIMER REGARDING INFORMATION.** ASSIGNOR HEREBY EXPRESSLY NEGATES AND DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NONE OF ASSIGNOR, ANY MEMBER OF SELLER GROUP, OR ANY PERSON ACTING ON BEHALF OF ASSIGNOR, HAS MADE, AND ASSIGNEE IS NOT RELYING UPON,

ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR OTHER ASSURANCE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR VERBAL) NOW, HERETOFORE, OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR OR (b) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GEOLOGICAL OR GEOPHYSICAL DATA OR INTERPRETATIONS, THE QUALITY, QUANTITY, RECOVERABILITY OR COST OF RECOVERY OF ANY HYDROCARBON RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, OR THE ABILITY TO SELL OR MARKET ANY HYDROCARBONS AFTER CLOSING.

(d) **DISCLAIMER REGARDING ASBESTOS AND NORM.** ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE PROPERTIES HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF OIL AND GAS AND THAT EQUIPMENT AND SITES INCLUDED IN THE PROPERTIES MAY CONTAIN ASBESTOS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") OR OTHER HAZARDOUS MATERIALS. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS, AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS, AND EQUIPMENT LOCATED ON THE PROPERTIES OR INCLUDED IN THE PROPERTIES MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS MATERIALS. NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS MATERIALS MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING, WITHOUT LIMITATION, AIR, WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE PROPERTIES. FROM AND AFTER THE CLOSING, THE ASSIGNEE SHALL ASSUME RESPONSIBILITY FOR THE CONTROL, STORAGE, HANDLING, TRANSPORTING AND DISPOSING OF OR DISCHARGE OF ALL MATERIALS, SUBSTANCES AND WASTES FROM THE PROPERTIES (INCLUDING PRODUCED WATER, HYDROGEN SULFIDE GAS, DRILLING FLUIDS, NORM AND OTHER WASTES) IN A SAFE AND PRUDENT MANNER AND IN ACCORDANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS.

(e) **DISCLAIMER AS TO TITLE TO ASSETS AND PIPELINES.** ASSIGNOR SHALL CONVEY ASSIGNOR'S INTERESTS IN AND TO THE ASSETS TO ASSIGNEE WITHOUT ANY WARRANTY OF TITLE, EXPRESS OR IMPLIED. ASSIGNOR DOES NOT MAKE OR PROVIDE (AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS) AND ASSIGNEE HEREBY WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR OTHER ASSURANCES CONCERNING THE DESCRIPTION OF THE MINERAL INTERESTS, INCLUDING LISTINGS OF NET MINERAL ACRES, PERCENTAGE WORKING INTERESTS OR PERCENTAGE NET REVENUE INTERESTS.

(f) **WAIVER OF TITLE AND ENVIRONMENTAL MATTERS.** THE ASSIGNEE HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OR REMEDIES AGAINST THE ASSIGNOR, INCLUDING ANY STATUTORY OR COMMON LAW RIGHT OF CONTRIBUTION, (X) WITH RESPECT TO ANY DEFECT, DEFICIENCY OR OTHER TITLE MATTER WITH RESPECT TO THE PROPERTIES (SUBJECT TO THE ASSIGNEE'S RIGHT TO RECEIVE THE ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES (OTHER THAN PERMITTED ENCUMBRANCES) UPON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE SALE ORDER, ALL AS CONTEMPLATED BY ARTICLE 2 OF THE PURCHASE AGREEMENT) AND (Y) WITH RESPECT TO ANY CIRCUMSTANCE WITH RESPECT TO THE PROPERTIES RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES OR HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR PROTECTION OF THE ENVIRONMENT OR PUBLIC HEALTH.

(g) **CONSPICUOUSNESS.** ASSIGNEE ACKNOWLEDGES THAT THE DISCLAIMERS, WAIVERS AND RELEASES CONTAINED IN THIS SECTION 3 AND ELSEWHERE IN THIS ASSIGNMENT ARE CONSPICUOUS.

Section 4. Further Assurances. If after the Closing (i) Assignee holds or receives any Excluded Assets or (ii) Assignor holds or receives any Assets or Assumed Obligations, Assignee or Assignor, as applicable, will promptly transfer or cause to be transferred such assets or, in the case of Assignee, assume or cause to be assumed such Assumed Obligations, to or from the other Party, as applicable. Prior to any such transfer, the Party receiving or possessing any such asset shall hold it in trust for the benefit of such other Party. Each Party agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required for the carrying out or performing of the provisions of this Assignment.

Section 5. Assignment Subject to Purchase Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control for all purposes. By executing, delivering and accepting this Assignment, Assignor and Assignee do not intend to cause a merger of the terms of the Purchase Agreement into this Assignment, and all covenants, indemnities and other terms and provisions set forth in the Purchase Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Purchase Agreement.

Section 6. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 7. Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

Section 8. Governing Law. Except for any real or immovable property issues, which are required to be governed by and construed and enforced in accordance with the internal laws of the State in which such real or immovable property is located (without reference to the choice of law rules of such State), this Assignment and the legal relations between the Parties hereunder shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

Section 9. Venue; Waiver of Jury Trial. So long as the Chapter 11 Cases remain pending, the Parties agree that the Bankruptcy Court shall have exclusive jurisdiction to settle any disputes in connection with the Purchase Agreement and this Assignment. From and after the entry of a final decree in the Chapter 11 Cases, each Party consents to personal jurisdiction in any action brought in the United States federal courts located in the Commonwealth of Pennsylvania with respect to any dispute, claim, or controversy arising out of, in relation to, or in connection with, this Assignment, and each of the Parties agrees that any action instituted by it against the other with respect to any such dispute, controversy, or claim will be instituted exclusively in the United States District Court for the Western District of Pennsylvania. Each Party (a) irrevocably submits to the exclusive jurisdiction of such courts, (b) waives any objection to laying venue in any such action or proceeding in such courts, and (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it. The foregoing consents to jurisdiction and service of process shall not constitute general consents to service of process in the State of Texas for any purpose except as provided herein and shall not be deemed to confer any rights on any Person other than the Parties to this Assignment. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH, THIS ASSIGNMENT.**

Section 10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.

Section 11. Parties in Interest: No Third Party Beneficiaries. Nothing in this Assignment shall entitle any Person other than Assignee and Assignor to any claim, cause of action, remedy or right of any kind.

Section 12. Severability. If any provision of this Assignment, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law, this Assignment shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties as set forth in the Purchase Agreement, to such Law, and, to the extent such provision cannot be so reformed, then such provision (or the invalid, illegal, or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Assignment, as the case may be, and the validity, legality, and enforceability of the remaining provisions contained herein (and any other application of such provision) shall not in any way be affected or impaired thereby.

Section 13. Amendment. This Assignment may be amended or modified only by an agreement in writing signed by Assignee and Assignor and expressly identified as an amendment or modification.

Section 14. Subject to Reservations. Without limitation of the definition of Permitted Encumbrances as set forth in the Purchase Agreement, this Assignment is made subject to any and all easements, restrictions, covenants, conditions and reservations, if any, applicable to the Assets or any part thereof, including the terms, conditions, covenants, limitations, and obligations reflected in the real estate records maintained by the county clerk of the county in which the applicable Assets are located.

Section 15. Assumption. From and after the Closing, Assignee shall assume and hereby agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations.

Section 16. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

Section 17. Filing. Assignee is responsible for, and Assignor hereby consents to, the recording, filing or other provision of this Assignment at Assignee's cost and expense in the public records of the applicable county(ies) and as otherwise necessary to provide notice of the transfer of ownership of the Assets from Assignor to Assignee. Assignee shall deliver to Assignor a copy of this Assignment, as recorded, promptly following Assignee's receipt thereof from the recorder's office.

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EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

ROCKDALE MARCELLUS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

REPSOL OIL & GAS USA, LLC

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF [] §

§

COUNTY OF [] §

On the [] of [], 2021, before me, [], a Notary Public, personally appeared [], as [] of Repsol Oil & Gas USA, LLC, a Texas limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument, the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Notary Public Seal)

EXHIBIT A-1

MINERAL INTERESTS

(See attached).

EXHIBIT A-2

WELLS

(See attached).

EXHIBIT A-3

SURFACE INTERESTS

(See attached).

EXHIBIT A-4

VEHICLES

(See attached).

EXHIBIT B

EXCLUDED ASSETS

(See attached).

Exhibit D
Non-Foreign Affidavit

January 19, 2022

Reference is made to that certain Purchase and Sale Agreement dated December 22, 2021 (the "*Agreement*"), by and among ROCKDALE MARCELLUS, LLC, and ROCKDALE MARCELLUS HOLDINGS, LLC, each a Texas limited liability company (together, collectively, "*Seller*"), and REPSOL OIL & GAS USA, LLC, a Texas limited liability company (the "*Purchaser*"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

Pursuant to the terms and subject to the conditions of the Agreement, Purchaser will purchase from Seller all of Seller's right, title and interest in and to the Assets. This affidavit of non-foreign status is being delivered pursuant to Section 4.3(e) of the Agreement.

Section 1445(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. Section 1446(f) of the Code provides that a transferee of a partnership interest must withhold tax if (1) any portion of the gain on the disposition of the partnership interest would be treated as effectively connected with the conduct of a trade or business within the United States and (2) the transferor is a foreign person. For U.S. federal income tax purposes (including Sections 1445 and 1446 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest or a partnership interest under local law) will be the transferor and not the disregarded entity.

To inform Purchaser that withholding of tax is not required in connection with the disposition of the Assets by the Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Treasury Regulations promulgated thereunder);
2. Seller is not a "disregarded entity" as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);
3. Seller's U.S. employer identification number is [●]; and
4. Seller's office address is 945 Bunker Hill Road, Suite 950, Houston, Texas 77024

Seller understands that this affidavit may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Schedule 1.1
UGI Amended Contracts Material Terms

Indicative Terms and Conditions

UGI Gas Gathering Agreement Modifications

December 16, 2021

<p><i>This term sheet (this "Term Sheet") is intended for discussion purposes only and does not constitute and will not give rise to, any legally binding obligation on the part of any party to these discussions or any of such party's affiliates. None of the parties to these discussions or any of their respective affiliates shall be legally bound with respect to the transactions contemplated by this Term Sheet unless and until such parties have executed and delivered to each other definitive, binding written agreements in respect of such transactions. This Term Sheet may not be relied upon as the basis for a contract by estoppel or otherwise. Moreover, except as expressly provided in any such definitive, binding written agreement, no past, present, or future action, course of conduct, or failure to act relating to the transactions contemplated by this Term Sheet or relating to the negotiation of the terms of such transactions will give rise to, or serve as the basis for, any obligation or other liability on the part of any such party or any of its affiliates.</i></p>	
Contract Term:	Primary Term Effective 1/1/2022 through 10/30/2030
Parties:	UGI Texas Creek, LLC ("UGI") and Repsol Oil & Gas USA, LLC ("Repsol", and together with UGI, the "Parties"). Repsol is anticipated to be successor-in-interest to all of the operating assets of Rockdale Marcellus, LLC ("Rockdale") effective as of January 1, 2022 (the "Effective Date").
Gathering Fees:	As of the Effective Date, the gathering rates for all volumes will be \$0.25/Mcf, escalated 2.5% annually.
Gathering Fee Discount:	As of the Effective Date, the gathering rates for all volumes in excess of the applicable MVC will receive a \$0.075 discount from the then applicable gathering rate, provided MVC is greater than zero (0).
Compression Fees:	As of the Effective Date, Compression Fees will be modified such that Repsol will reimburse UGI for all costs plus 10% added thereon. The Parties to discuss the mechanics related to timing and make up of the costs associated with the Compression Fees, but specifically to include the rental rates, fluids, fluid removal, filters, setup modifications, maintenance, installation, removal, and associated costs thereunder.
Development Program; Commodity Price Floor:	Subject to the Commodity Price Floor, Repsol agrees to complete and turn-in-line 90,000 lateral feet within twenty-four (24) months after the Effective Date (the "Development Program"). Commodity Price Floor: In the event the average forward curve for natural gas at Henry Hub over the 24 month Development Program

		<p>period drops below \$2.50/MMbtu for 30 consecutive days (the "Commodity Price Floor"), Repsol will have the option to suspend the Development Program indefinitely. If, after suspension of the Development Program, the applicable forward curve exceeds the Commodity Price Floor for at least 30 consecutive days, Repsol will resume operations on the Development Program and will complete and turn-in-line the remaining wells, with an additional allowance of time for the period in which the Development Program was suspended. For the avoidance of doubt, MVCs will still be payable if Development Plan is suspended.</p>
Minimum Commitment:	Volume	<p>Repsol agrees to provide UGI with a minimum volume commitment ("MVC") as outlined in Appendix A. In the event of a shortfall to the MVC, Repsol agrees to make shortfall payments as if the gas were flowing to sales.</p> <p>The parties will work in good faith to establish (i) a mutually agreeable banking mechanism whereby any volumes that exceed the MVC in any given month would be credited against any shortfall payments for a to be determined fiscal period and provide that any shortfall payments made would be credited to any subsequent payments otherwise due and owing to the extent the aggregate volumes are exceeded for a to be determined fiscal period; and (ii) mutually agreeable terms for any renewals of the Agreement.</p>
Potential Future Development:		<p>In addition to the Development Program, Repsol anticipates turning-in-line a minimum of four (4) additional wells per annum until all inventory is depleted. If commodity pricing is at or above existing levels, Repsol will be increasingly incentivized to accelerate the development of this field.</p>
Future Projects:		<p>Future projects outside the normal operation of the gathering system, including but not limited to installing or removing compression, dehydration, pipeline, or other facilities, to be negotiated on a per project basis. UGI reserves the right of first refusal on any project and UGI must consent to any modifications of the gathering system.</p>
Dedication/AMI:		<p>The dedication/AMI shall consist of only the existing Rockdale-operated leases and interstitial area as shown on a mutually agreed-upon map.</p>
Marketing/Security:		<ul style="list-style-type: none"> • UGI is responsible for marketing • Repsol will not be required to provide any security.
Litigation:		<p>The following actions shall be dismissed with prejudice: (1) Case No. 21-02103-GLT in the United States Bankruptcy Court for the Western District of Pennsylvania and captioned as <i>Rockdale Marcellus Holdings, LLC and Rockdale Marcellus, LLC v. UGI Texas Creek, LLC, UGI Energy Services,</i></p>

APPENDIX A
Minimum Volume Commitment

Year	Daily Volume (Mcf/d)
2022	185,000
2023	185,000
2024	94,000
2025	72,000
2026	61,000
2027	55,000
2028	48,000
2029	44,000
2030	40,000

Schedule 2.3(b)
Allocated Values

Allocation Section	Quantity	Unit Value	Total Value
1. The Allocated Value of Wells individually identified by Purchaser (individual valuations available to Seller upon request).	Allocated on individual well basis		\$ 191,422,548
2. The Allocated Value of each producing well not specified item 1 above.	29	\$ 5,000	\$ 145,000
3. The Allocated Value of each non-producing Well.	14	\$ -	\$ -
4. Each of the Red Run 1H-6H topoles (to the extent deemed Wells), the Parent 749 1V, the Bear Claw Cellars, and the East Point Fish 1V as described under "Other Well Activity" on Exhibit A-2 Allocated Value.	6	\$ 25,000	\$ 150,000
5. The Allocated Value of each Lease that is held by production and marked as "HBP" in Column F (Lease Status) on Exhibit A-2 per Net Mineral Acre. To the extent that a Lease is held by production in part and marked as "HBP/Term", only that portion of the Lease that is actually held by production shall have the Allocated Value per Net Mineral Acre as set forth in this row.	25865	\$ 1,000	\$ 25,865,082
6. The Allocated Value of each Lease that is in its primary term and marked as "Term" in Column F (Lease Status) on Exhibit A-2 per Net Mineral Acre. To the extent that a Lease remains in its primary term in part and is held by production in part and marked as "HBP/Term", only that portion of the Lease that remains in its primary term shall have an Allocated Value per Net Mineral Acre as set forth in this row..	8110	\$ 500	\$ 4,054,916
7. The Allocated Value of each Lease that is held by shut-in payment and marked as "HBSI" in Column F (Lease Status) on Exhibit A-2 per Net Mineral Acre.	7249	\$ 50	\$ 362,454
8. The Allocated Value of each Lease which expires prior to February 1st, 2022 per Net Mineral Acre.	1670	\$ -	\$ -

Total Value \$ 222,000,000

Schedule 5.1(d)
Governmental Authorizations

None.

Schedule 5.1(f)
Litigation

Open Litigation against Rockdale

Case	Court	Claimed Amount/Issue In Dispute
<i>Argonaut Insurance Company ("Argo") v. Rockdale Marcellus, LLC and Rio Diablo Energy, LLC</i> , No. 2021-25652	District Court of Harris County, Texas	Bond issuer sought \$2,297,853.50 to collateralized bonds; matter has been settled, and will be dismissed upon receipt of all settlement payments.
<i>Big Hill Land Management FLP v. Rockdale Marcellus, LLC</i> , No. 158-2019	Court of Common Pleas of Tioga County, PA	N/A – lease termination claim
<i>Cudd Pressure Control, Inc. v. Rockdale Marcellus</i> , No. 2021-34702	District Court of Harris County, Texas	\$244,250.50 plus fees and costs – breach of contract/failure to pay claim
<i>Express Energy Services Operating, L.P. v. Rockdale Marcellus, LLC, Tilden Resources, LLC, and Tilden Marcellus, LLC</i> , No. 2020-46884	District Court of Harris County, Texas	Approx. \$135,000 plus fees and costs – contractor claims for failure to pay
<i>Principle Enterprises, LLC v. Rockdale Marcellus, LLC, Tilden Marcellus, LLC, Edward J. Herbert, & Thomas C. Streeter</i> , 4:21cv1115	U.S. District Court for the Middle District of Pennsylvania	Claims for approximately \$1mm. Principle asserts that Rockdale owes approx. \$35,000 for unpaid services and interest and the remaining amounts on an alter ego theory of liability for amounts owed by Tilden Marcellus
<i>Summit Casing Services, LLC v. Rockdale Marcellus, LLC</i> , No. 2021-31415	District Court of Harris County, Texas	Amended petition seeks approximately \$20,000 plus fees and costs. Failure to pay claim.
<i>Thaddeus K. Stevens, et al. v. Rockdale Marcellus, LLC & SWN Prod. Co.</i>	Private arbitration	N/A – lease termination claim
<i>UGI Texas Creek, LLC v. Rockdale Marcellus, LLC and Tilden Bradford, LLC</i> , No. 2021CV0079	Court of Common Pleas of Bradford County, Pennsylvania	Damages value unspecified – Breach of contract claim

Threatened litigation

Black River Pumping Services – Demand letter dated 8/19/21 seeking \$27,700 for pressure pumping services. Demands payment by 9/1/21.

Dalbo Holdings, Inc/BHS, Inc. – Demand letter sent on 8/24/21 seeking \$7,680 for rental tanks and the return of an unspecified number of tank rentals unless the outstanding amount is paid.

ChemStream – Demand submitted to Rockdale’s counsel on 8/5/21 for approximately \$500,000. Indicated they will be filing suit.

Workrise Technologies Inc. – Demand letters for \$19,350.00, \$30,980.00 and \$190,572.00 “excluding interest.”

Ziegenfus Drilling, Inc. – Drilling contractor, Ziegenfus Drilling, Inc., filed a Mechanic’s Lien Claim in Lycoming Count on March 26, 2021, claiming an unpaid amount of \$84,918.75 as of October 25, 2020 related to materials and/or labor provided on the Bear Claw Pad in Roaring Branch PA.

Workover Solutions, Inc. – Rockdale Marcellus is in receipt of a demand letter from Workover Solutions, seeking \$19,752.75 for unpaid invoices.

East Point Fish & Game Club – Demand letter seeking termination of August 5, 2003 oil and gas lease.

Other Rockdale Litigation

Rockdale v. PADEP, No. 2021-045, pending before the Pennsylvania Environmental Hearing Board. Rockdale challenged PADEP instructions to complete additional remedial work and sampling in order to demonstrate no ongoing water impacts from several reasonably minor spills in April 2019. PADEP previously released soils from liability, pursuant to Act 2, 25 Pa. Con. Stat. § 6026.101 *et seq.* Case is presently stayed to allow for settlement discussions.

Bradford Energy Capital, et al. v. SWEPI, LP, et al., No. 2:17-cv-01231-MJH, pending before the U.S. District Court for the Western District of Pennsylvania. Rockdale and SWEPI won summary judgment, but the matter remains ongoing as Rockdale seeks to recover its attorneys’ fees.

Schedule 5.1(h)
Material Contracts

1. **Natural Gas Gathering Services Agreement**, as amended, by and between Regency Marcellus Gas Gathering, LLC (f/k/a PVR Marcellus Gas Gathering, LLC and SWEPI LP dated April 25, 2012
 - a. **First Amended and Restated Natural Gas Gathering Services Agreement** dated August 12, 2016.
2. **Gas Gathering Agreement**, as amended, by and between UGI Texas Creek, LLC and Rockdale Marcellus, LLC dated October 31, 2017
 - a. **First Amendment to Gas Gathering Agreement** dated January 24, 2018
 - b. **Second Amendment to Gas Gathering Agreement** executed on May 11, 2018 but effective on October 31, 2017
 - c. **Third Amendment to Gas Gathering Agreement** dated August 16, 2018
 - d. **Fourth Amendment to Gas Gathering Agreement** executed on October 26, 2020 and effective on October 1, 2020
3. **Water Evaporation Services Agreement** by and between Rockdale Marcellus LLC and Energy Water Solutions, LLC dated September 25, 2020.
4. **Employee Leasing Agreement** between Rockdale Marcellus, LLC and Energy Operating Corp dated effective as of March 1, 2019
5. **Sub-Sub-Sublease** dated February 24, 2020, between Trace Midstream Management, LLC and Rockdale Marcellus, LLC for 7,212 sq. ft. office space in Suite 950 at 945 Bunker Hill Road, Houston, Texas 77024. Monthly Rent: \$22,387.25 from 3/1/2021 to 2/28/2022; and \$22,838.00 from 3/1/2022 to 11/30/2022.
6. **Office Lease** dated December 17, 2019, between Southpointe Two Lot 12 L.P. and Rockdale Marcellus, LLC for 9,254 sq. ft. office space in Suite 220 at 4600 J Barry Court, Canonsburg, PA 15317. Monthly Rent: \$17,736.83 from January 1, 2020 to December 31, 2022 and \$18,508 January 1 2023 through December 31, 2025.
7. **ISDA 2002 Master Agreement** by and between Shell Trading Risk Management, LLC and Rockdale Marcellus, LLC dated June 29, 2020, together with any and all schedules and addenda thereto (including all Transaction Confirmations thereunder).
8. **Base Contract for Sale and Purchase of Natural Gas**, dated as of December 27, 2017, by and between UGI Energy Services, LLC, and Rockdale Marcellus, LLC together with that certain Transaction Confirmations thereunder for the delivery period 11/1/2020 – 10/31/2030.
9. **Consent Order and Agreement**, dated as of February 5, 2018, between DEP and Rockdale Marcellus, LLC.
10. **Cost Plus Drilling and Operating Agreement**, by and between East Resources, Inc. and Bradford Drilling Associates XXVII, L.P.

11. **Master Geophysical Data-Use License**, dated as of December 18, 2017, by and between CGG Land (U.S.) Inc. and Rockdale Marcellus, LLC as amended by that certain Supplement No. CGG-Land-001, dated as of December 20, 2017.
12. **Development Agreement** dated April 24, 2018, by and between Rockdale Marcellus, LLC and SWN Production Company, LLC.
13. **Operating Agreement** for the Copper SW Gas Unit, dated October 1, 2018, by and between SWN Production Company, LLC and Rockdale Marcellus, LLC.
14. **Operating Agreement** for the Copper-Brown South Gas Unit, dated October 1, 2018, by and between SWN Production Company, LLC and Rockdale Marcellus, LLC.
15. **Letter Agreement** for the Repsol/Rockdale Leasehold Trade in Tioga County, PA, dated July 27, 2020 by and between Repsol Oil & Gas USA, LLC and Rockdale Marcellus, LLC.

Material Contracts in that are in Default or Materially Breached by Seller

1. **Sub-Sub-Sublease** dated February 24, 2020, between Trace Midstream Management, LLC and Rockdale Marcellus, LLC for 7,212 sq. ft. office space in Suite 950 at 945 Bunker Hill Road, Houston, Texas 77024. Monthly Rent: \$22,387.25 from 3/1/2021 to 2/28/2022; and \$22,838.00 from 3/1/2022 to 11/30/2022.
2. **Office Lease** dated December 17, 2019, between Southpointe Two Lot 12 L.P. and Rockdale Marcellus, LLC for 9,254 sq. ft. office space in Suite 220 at 4600 J Barry Court, Canonsburg, PA 15317. Monthly Rent: \$17,736.83 from January 1, 2020 to December 31, 2022 and \$18,508 January 1 2023 through December 31, 2025.

Schedule 5.1(k)
Material Consents

1. [intentionally deleted]
2. UGI Texas Creek, LLC – Gas Gathering Agreement.

All of the above Contracts as more fully described on Schedule 14.2(c).

Schedule 5.1(1)
Unpaid Royalties, Rentals or Other Lease Burdens

None.

Schedule 5.1(q)
Suspense Funds

Owner Name	Amount
Big Hill Land Management FLP	383,401.71
Estate Of Theodosia Schanbacher	383,401.71
Bradford Energy Capital	29,306.95
Allen Hopkins And Mary Anne Tartanian T/E	21,114.68
The Freed Pfarmigan LLC	8,573.60
Larry C Watkins	6,180.17
Lori Anne Avery	6,180.17
Larry K Brannaka	4,648.62
Michael E And Yu Chai Sakers T/E	4,190.21
Jason E. Lloyd And Pamela L. Lloyd	3,630.36
Elaine D Flatley & Joseph Flatley T/E	2,638.71
Mountain Paradise Club Operations, LP	2,341.53
Matthew J. Hess And Benjamin R. Hess	2,106.47
George Clayton And Margaret Clayton	1,533.21
Anthony Giuliani	1,417.31
Wesley J Hemenway	1,208.20
Elaine S May & Joel E May	711.17
William Madigan	570.18
Lisa Auippa	383.00
River Farm LP	377.25
Larry M Herman D/B/A Cuz Excavating	270.75
Pennsylvania Land Company LLC	237.46
Jeffrey D Lawson & Tara L Lawson T/E	153.79
Elizabeth Brockel Estate John Griffith	142.93
Estate Of Louise Gore	142.93
Trenton Quay Ward	105.26
Ronald W Roan	47.72
Jeffrey M Wood & Kristil K Wood T/E	41.84
Duane Barner	40.46
Forgotten Time LLC	28.10
Anita M Turton	12.16
Wildes Mineral Interests, LLC	11.46
Jeffrey L Martin	11.24
Paul H Machmer & Emma E Machmer	7.92
David Turton	4.04
Walter A. Metzger	0.00
Thomas M Cochran & Nancy J Cochran T/E	0.00
Ryan Wright And Lindsey Wright	(27.49)
Charles Belawske	(203.01)
Jason Denlinger & Pamela Denlinger	(206.60)
Okey Boggs Jr	(249.28)
Matthew Metzger	(2,806.39)
Thomas Ogara & Celeste M Ogara	(2,808.36)
Margaret Soliday	(3,503.20)
Marvin B. Groff And Dorothy A. Groff	(7,136.54)
Total	\$ 848,232.40

Schedule 6.7(a)
Bonds, Letters of Credit and Guarantees

Principal Name	Bond Number	Effective Date	Expiration Date	Issuing Company	Bond Type	Obligee	Penalty Amount
Rockdale Marcellus, LLC	SUR0041039	10/5/2020	10/18/2022	Argonaut Insurance Company	Surety Bond for Oil and Gas Wells	PA DEP	\$440,000.00
Rockdale Marcellus, LLC	SUR0041044	12/12/2019	12/12/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (Agreement# 730221)	PennDOT District 12-0	\$411,813.00
Rockdale Marcellus, LLC	SUR0041048	2/8/2021	2/8/2022	Argonaut Insurance Company	Surety Bond Agreement in Support of Consent Order and Agreement	PA DEP	\$1,080,000.00
Rockdale Marcellus, LLC	SUR0041054	4/4/2020	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (EMA related to Miller 116 well pad)	Union Township, Tioga County, PA	\$13,200.00
Rockdale Marcellus, LLC	SUR0041057	5/9/2021	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (Agreement# 730221)	PennDOT District 3-0	\$52,912.50
Rockdale Marcellus, LLC	SUR0041059	5/30/2021	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (EMA related to Sawyer 376 well pad)	Union Township, Tioga County, PA	\$20,000.00
Rockdale Marcellus, LLC	SUR0041060	06/11/2021	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (EMA to Marshall Bros Inc pad)	Jackson Township, Lycoming County	\$2,500.00
Rockdale Marcellus, LLC	SUR0041061	06/11/2021	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (EMA related to Heuer well pad)	Union Township, Tioga County, PA	\$1,800.00
Rockdale Marcellus, LLC	SUR0041062	6/12/2021	10/18/2022	Argonaut Insurance Company	Weight Restricted Highways Program Performance Bond - Exhibit "E" (EMA related to Yaggie well pad)	Union Township, Tioga County, PA	\$18,750.00

Schedule 9.1(f)
Assumed Trade Obligations

Vendor	Amount
ProFrac Services, LLC	\$881,665.72
Chemstream Inc.	\$312,115.91
Cudd Pressure Control, Inc	\$163,937.74
Ally Consulting, LLC 102,622.47	\$102,622.47
ZIEGENFUSS DRILLING, INC.	\$54,282.24
CHIEF OIL & GAS, LLC	\$53,518.77
RWLS, LLC	\$52,835.84
SWN Production Company, LLC	\$52,249.33
Moore Trucking LLC	\$20,000.00
Southeast Land Services, LLC	\$34,826.70
Beech Op Co, LLC	\$26,129.31
Heckmann Water Resources (CYR) Inc	\$25,872.58
Addison Group	\$18,189.17
Tetra Technologies Inc	\$15,445.78
Summit Casing Equipment	\$14,094.93
Netherland, Sewell & Associates, Inc.	\$13,854.50
Workover Solutions, Inc	\$13,257.79
Principle Enterprises, LLC	\$10,570.39
AmPro Strategic Alliance	\$10,208.75
Recon Oilfield Services Inc.	\$8,339.50
Bedrock Petroleum Consultants, LLC	\$8,311.98
Elk Environmental Services	\$7,784.43
BRUEST CATALYTIC HEATERS	\$6,375.97
Neo Products, LLC	\$5,005.42
Stallion Construction	\$4,927.85
CGG (U.S.) INC., DEPT. 41962	\$3,644.68
ECM ENERGY SERVICES, INC.	\$3,404.26
Wolverine Enterprise LLC	\$2,808.92
Multi-Chem	\$2,040.41
White's Welding, LLC	\$1,897.78
Energy Resource Development, Inc	\$1,506.81
Hydro Hauling Operations, LP	\$1,166.45
Swain Welding and Fabrication	\$969.87
J.L. Watts Excavating, Inc.	\$819.52
CINTAS FIRE 63	\$714.99
Hydro Recovery, LP- Antrim	\$612.72
4-R Farm	\$468.15
Allison Crane and Rigging, LLC	\$461.44
B&K Equipment, LLC	\$305.39
CT Corporation System	\$227.53
Innovex Downhole Solutions, Inc	\$201.36
DATASITE,LLC	\$136.78
Printscape Imaging and Graphics	\$81.21

Total \$1,937,891.32

Schedule 14.2(b)
365 Schedule

All "contracts and unexpired leases" listed in Section 2, Nos. 2.1-2.64 on Official Form 206G, Schedule G: Executory Contracts and Unexpired Leases as filed in the Bankruptcy Case (Entered 12/10/21 15:43:42)(Doc. No. 497).

The Seller identified Cure Costs with respect to certain executory contracts and unexpired leases that Seller may potentially assume and assign listed in Schedule 1 and Schedule 2 of the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* filed on December 1, 2021 at Doc. No. 465 in the Chapter 11 Cases.

Where no Cure Cost is provided, the Cure Cost is \$0.

Schedule 14.2(c)
Assumed Contracts

As provided in the Agreement, Purchaser may amend its designation of Assumed Contracts in this Schedule 14.2(c) by excluding or including one or more Contracts at any time prior to five (5) calendar days before the commencement of the Sale Hearing. Any Contracts that are not set forth on this Schedule 14.2(c), as such schedule may be amended from time to time as provided the Agreement, at Closing, shall be deemed rejected, and shall be an Excluded Asset for all purposes.

1. The instrument(s) evidencing the Mineral Interest described as Item A in Exhibit A-1 to the Agreement.
2. The Leases.
3. The instruments evidencing the Surface Interests.
4. Subject to Section 4.1(a)(iv) of the Agreement, (a) that certain Gas Gathering Agreement dated October 31, 2017 by and between Rockdale Marcellus, LLC, and UGI Texas Creek, LLC (as amended and in effect from time to time) and (b) that certain Base Contract for Sale and Purchase of Natural Gas, dated as of December 27, 2017, by and between UGI Energy Services, LLC, and Rockdale Marcellus, LLC, together with that certain Transaction Confirmation thereunder for the delivery period 11/1/2020 – 10/31/2030.
5. [intentionally deleted].
6. Development Agreement dated April 24, 2018 by and between Rockdale Marcellus, LLC and SWN Production Company, LLC.
7. Operating Agreement for the Cupper SW Gas Unit dated October 1, 2018 by and between SWN Production Company and Rockdale Marcellus, LLC.
8. Operating Agreement for the Cupper-Brown South Gas Unit dated October 1, 2018 by and between SWN Production Company, LLC and Rockdale Marcellus, LLC.
9. Letter Agreement for the Repsol/Rockdale Leasehold Trade in Tioga County, PA, dated July 27, 2020 by and between Repsol Oil & Gas USA, LLC and Rockdale Marcellus, LLC.

The Cure Costs of each of the Contracts listed above are as set forth on Schedule 1 and Schedule 2 of the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* filed on December 1, 2021 at Doc. No. 465 in the Chapter 11 Cases (and, to the extent not provided therein, \$0).

I&E Exhibit 2



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

v1.1.3

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

SURFACE INSPECTION REPORT

Page 1 of 5
**DEP USE
ONLY**

Inspection Record
No.
3314647

Complaint Record
No.

Enforcement Record
No.

DEP Office	Eastern Oil & Gas District Office	Inspection Type	Site
Address	208 West Third Street, Suite 101	Permit or Reg. #	----
Addr Cont	Williamsport, PA 17701-6448	ESCGP #	ESX10-117-0034
Oper. Name	ROCKDALE MARCELLUS LLC	Site #	730807
Oper. Address	4600 J BARRY COURT SUITE 120 CANONSBURG, PA 15317	Project #	----
Resp. Official Name	Regina Logue	Farm Name & Well #	SCHMELZLE 703
Resp. Official Phone		Other Info	----
Latitude	----	Longitude	----
County	Tioga	Municipality	Union Township
Inspection Code	INCDT - Incident- Response to Accident or Event	Facility	Multi-Well Pad
Permits/Auths	ESCGP	Site Phase	Restored/Prod
Well Info	----	Well Kind & Description	----

GENERAL COMMENTS

This inspection was conducted in response to a notification from the operator that on Sunday, January 23, 2022 at 1345 a well operator observed a dump line attached to a GPU on the pad that was dripping liquid. The operator estimated that 5-10 gallons of produced water was released. In a follow-up email sent by Regina Logue of Rockdale on the same day, she stated that the fluid was vacuumed up and a foot-deep hole was excavated.

The site is snow-covered. Two wells are staged for production on the pad. Two GPUs are present without secondary containment. I observed that next to the GPUs, a small hole has been dug beneath a valve. A Repsol representative arrived on location and confirmed that the release had occurred from this valve and the small hole beneath it on the pad surface was where excavation had taken place. The Repsol representative stated that the release occurred while a well tender was inside the GPU so the individual was able to stop the release immediately. No puddles, slush, or stains can be observed anywhere on the pad. The excavated hole had snow in it as well.



v1.1.3

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

SURFACE INSPECTION REPORT

**DEP USE
ONLY**

Inspection Record
No.
3314647

Complaint Record
No.

Enforcement Record
No.

REMARKS / VIOLATIONS

Category	Sub-Category	Inspection Remarks / Violations / Violation Remarks	I	R	V
Restorations	1: Permit Termination: Permit Termination	Inspection Remark: The ESCGP was terminated in 2015.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Erosion & Sediment Control	1: E & S Control Requirements: E & S Control Requirements	Inspection Remark: The site is snow-covered.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil & Gas General	1: Well Permit Requirements: Well Permit Requirements	Inspection Remark: The wells are labeled appropriately with well tags.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection Results	Files Attached	Photos Attached	Date Inspected
NOVIO - No Violations Noted	<input type="checkbox"/>	<input checked="" type="checkbox"/>	01/24/2022

SIGNATURE

SARA METZ, WTR QLTY SPCST

Arrival: 01/24/2022 10:10:00 AM, Departure: 01/24/2022 10:55:00 AM



DEP USE
ONLY

Inspection Record
No.
3314647

Complaint Record
No.

Enforcement Record
No.

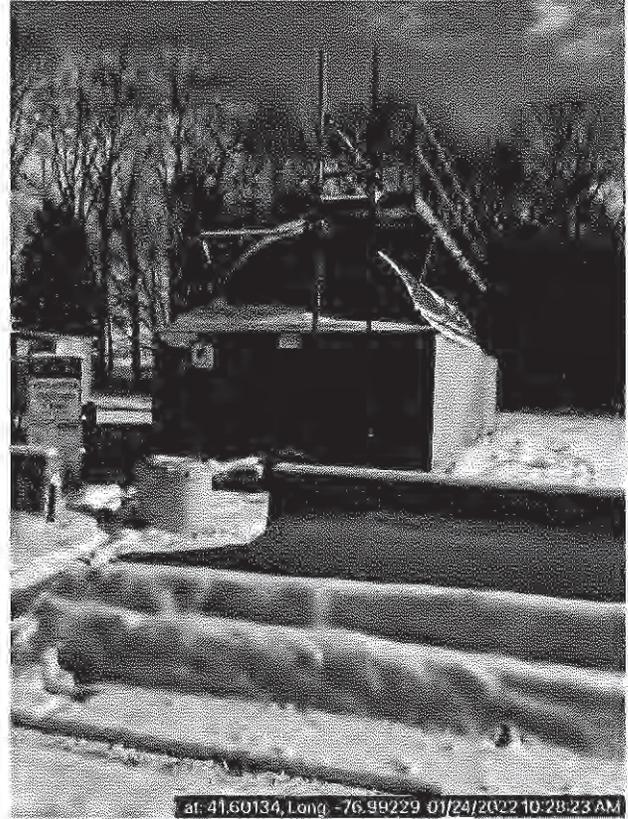
INSPECTION IMAGES



at: 41.60159, Long: -76.99265 01/24/2022 10:32:59 AM

#: 1

Two wells are staged for production on the pad.



at: 41.60134, Long: -76.99229 01/24/2022 10:28:23 AM

#: 2

One steel double-walled produced water tank is present.

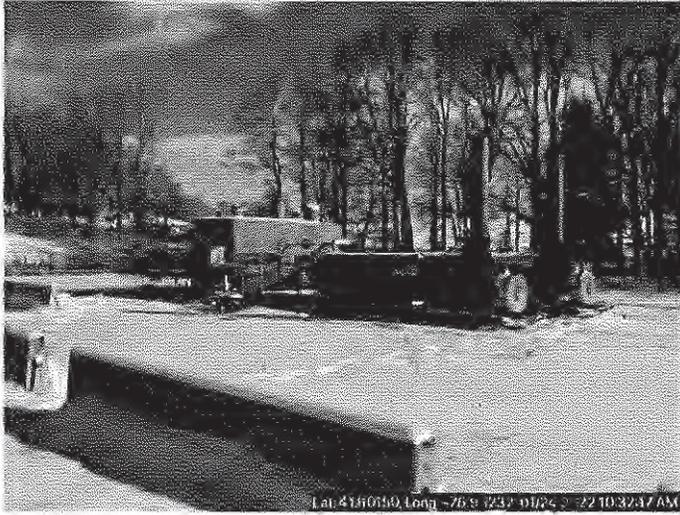


DEP USE
ONLY

Inspection Record
No.
3314647

Complaint Record
No.

Enforcement Record
No.



#: 3

Two GPUs are present on the pad without secondary containment.



#: 4

The area next to the GPUs where the operator reported that produced water dripped from a dump line onto the pad.



**DEP USE
ONLY**

Inspection Record
No.
3314647

Complaint Record
No.

Enforcement Record
No.



#: 5

The valve where the operator reported that produced water dripped onto the pad surface. A very small hole has been excavated beneath the valve.

I&E Exhibit 3

December 9, 2022

Via email to: azuvich@pa.gov

Amy Zuvich
Chief Finance and Assessments
Bureau of Administration
Finance and Assessment Section
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Repsol Oil & Gas USA, LLC's Objection to PUC's Imposition of Impact Fees for Rockdale Marcellus, LLC and Rockdale Marcellus Holding, LLC's Unconventional Gas Well Drilling Operations in 2021

Dear Ms. Zuvich:

I am writing on behalf of my client, Repsol Oil & Gas USA, LLC ("Repsol"), regarding the enclosed Impact Fee Statement that Repsol first received from the Pennsylvania Public Utility Commission on December 1, 2022. The Statement pertains to impact fees related to unconventional gas well drilling operations conducted by Rockdale Marcellus, LLC and Rockdale Marcellus Holdings, LLC during the 2021 calendar year.

Repsol has disclaimed any liability for the payment of these fees in the matter captioned, "*In re: Rockdale Marcellus, LLC, et al.*," docketed at No. 21-22080, and currently pending before the United States Bankruptcy Court for the Western District of Pennsylvania. Consistent with its position in that proceeding and to reserve its rights in the event of any subsequent proceedings, Repsol respectfully renews its objection to the imposition of the impact fees described in the Statement.

Sincerely,



Keith J. Coyle, Esq.

Enclosure

Cc: Casey Alan Coyle (via email) (ccoyle@babstcalland.com)
John Herzog (via email) (jherzog@pa.gov)

Christopher Perkins (via email) (cperkins@eckertseamans.com)
Jacob Hanley (via email) (jhanley@eckertseamans.com)
Nicholas F. Borsuk (via email) (NBorsuk@eckertseamans.com)

I&E Exhibit 4

December 16, 2022

Via Hand Delivery

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Repsol Oil & Gas USA, LLC's Amended Objections to PUC's Imposition of Spud Fees for Rockdale Marcellus, LLC and Rockdale Marcellus Holding, LLC's Unconventional Gas Welling Drilling Operations for the 2021 Calendar Year

Dear Secretary Chiavetta:

I am writing on behalf of my client, Repsol Oil & Gas USA, LLC ("Repsol"), regarding the enclosed Spud Fee Statement that Repsol first received from the Pennsylvania Public Utility Commission ("Commission") on December 1, 2022. The Statement pertains to impact fees related to unconventional gas well drilling operations conducted by Rockdale Marcellus, LLC and Rockdale Marcellus Holdings, LLC (collectively "Rockdale") on 72 unconventional gas wells during the 2021 calendar year. On December 14, 2022, Repsol submitted Objections to the imposition of those fees, which are in the process of being docketed. Pursuant to 66 Pa.C.S. §5610(c), as incorporated by reference into 58 Pa.C.S. §2303(c), Repsol submits these Amended Objections to the Commission's imposition of those fees.

Background

In 2012, the General Assembly enacted Act 13 to overhaul the state's oil and gas laws. Act 13 provides for, *inter alia*, the imposition of certain fees on unconventional gas well producers. 58 Pa.C.S. §§2302, 2303. One type of fee is an impact fee. An impact fee is assessed on every producer of natural gas from an unconventional well "spud" in the Commonwealth where authorized by the County or municipality in which the well is located, if the County in which the well is located passes an ordinance authorizing the imposition of such a fee or 50% of its municipalities pass resolutions authorizing the imposition of such fee. 58 Pa.C.S. §2302.¹

The impact fees for all unconventional wells are imposed on an annual flat, per-well basis, and calculated using the average annual price of natural gas during the calendar year in which the fee is assessed. 58 Pa.C.S. §2301. Producers from unconventional wells are responsible under Act 13 for self-reporting the amount of a well's production for each calendar year and are obligated to remit any impact fees owed to the Commission, along with a \$50.00 per-well administrative fee.

¹ 58 Pa.C.S. §2301 (defining "spud" as "[t]he actual start of drilling of an unconventional gas well").

Snyder Bros., Inc. v. PUC, 198 A.3d 1056, 1059 (Pa. 2018). Specifically, a producer is required to file an annual report with the Commission on or before April 1 detailing the number of unconventional gas wells for the previous calendar year. 58 Pa.C.S. §2301; *see also* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11. Along with the Act 13 report, producers are required to submit payment of the impact fee to the Commission on or before April 1. 58 Pa.C.S. §2303(a); *see also* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11.

In addition to an impact fee, producers of unconventional gas wells are assessed a spud fee. The spud fee is an annual administrative charge intended to cover the actual costs of the Commission administering and enforcing Act 13. 58 Pa.C.S. §2303(c)(1). The spud fee cannot exceed \$50 per spud unconventional gas well on each producer. 58 Pa.C.S. §2303(c)(1). A producer must pay the spud fee within 30 days of the receipt of the assessment notice from the Commission. 58 Pa.C.S. §2303(c)(1).

Notably, producers may transfer certain interests in and to their unconventional gas wells to other producers under Act 13. Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23. The Commission has addressed the responsibility for the payment of the impact fee where the producer for a particular well changes. Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12; *see* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23. The Commission has previously said that, “[w]hen a producer for a particular well changes, the producer responsible for filing an Act 13 report on April 1 is responsible for paying the impact fee.” *PUC v. Xtreme Energy Corp.*, Initial Decision, PUC Docket No. C-2017-25999145, 2019 WL 2250766, at *13 (PUC May 7, 2019).²

Rockdale owned and operated 72 unconventional gas wells located in Northeastern Pennsylvania (the “Rockdale Wells”). Rockdale began owning and operating the Rockdale Wells in 2017 and continued to own and operate them through the entirety of 2021. Rockdale held a permit issued by the Department to sever natural gas for sale, profit, or commercial use from unconventional gas wells in Pennsylvania throughout that time. Rockdale thus qualified as a “producer” as defined by Act 13. 58 Pa.C.S. §2301. As an unconventional gas well producer in Pennsylvania, Rockdale was subject to the annual impact fee and annual spud fee imposed by Act 13 for the Rockdale

² *See* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12 (“The issue of responsibility for the payment of the impact fee has arisen where the producer for a particular well changes. . . . Our interpretation of [58 Pa.C.S. §2303(b)] is that the producer filing the report is responsible for paying the impact fee.”); Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23 (“The Commission realizes that producers may transfer certain interests in and to their unconventional gas wells to other producers. As such, the Commission has determined that the producer filing the annual producer report by April 1 of each year is responsible for paying the impact fee.”).

Wells. 58 Pa.C.S. §§2301, 2302. Rockdale paid annual impact fees for the Rockdale Wells each year in April 2018, 2019, 2020, and 2021. Upon information and belief, Rockdale also paid the annual spud fees for the Rockdale Wells each year in April 2018, 2019, 2020, and 2021.

On September 21, 2021, Rockdale filed for bankruptcy in the U.S. Bankruptcy Court for the Western District of Pennsylvania. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1. Rockdale then filed a Motion for Approval of Bidding Procedures for the sale of substantially all of its assets, including the Rockdale Wells. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 20. Rockdale and Repsol subsequently entered into a Purchase and Sale Agreement for Repsol to acquire substantially all of Rockdale's assets, including the Rockdale Wells. By Order dated December 29, 2021, the Bankruptcy Court granted the Motion for Approval and approved the Sale Agreement. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 617. The sale closed on January 19, 2022. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 690. Repsol assumed ownership of the Rockdale Wells effective January 1, 2022.

On February 9, 2022, Rockdale submitted its annual Act 13 report for the Rockdale Wells to the Commission. That same day, the Commission submitted to Rockdale an Impact Fee Statement for the Rockdale Wells in the amount of \$1,428,100 for the period of January 1, 2021, through December 31, 2021 (the "2021 Impact Fees"), along with a Spud Fee Statement for the Rockdale Wells in the amount of \$3,600 for the same period of time (the "2021 Spud Fees").³ The Plan Administrator for the estate subsequently objected to Rockdale's obligation to remit the 2021 Impact Fees, asserting, in part, that impact fees are not taxes entitled to priority treatment, the Commission failed to file a timely proof of claim, and the impact fees should be paid as a general unsecured claim at best. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1176 at ¶23 (citing *Snyder Brothers, Inc. v. PUC*, 198 A.3d 1056, 1073 n.20 (Pa. 2018)). Repsol also disclaimed any liability for payment of the 2021 Impact Fees, citing the terms of the Sale Agreement—which define impact fees as a "tax" whose responsibility is apportioned based on the effective date of the sale. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 617 at 73, 91.

The Commission subsequently filed a Motion to Interpret, Implement and Enforce Sale Transaction asking the Bankruptcy Court to interpret the Sale Agreement to determine the proper obligator of the 2021 Impact Fees. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1274. The Motion, however, did not address the party responsible for paying the 2021 Spud Fees. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1274. On October 28, 2022, the Bankruptcy Court issued an Order, finding that Rockdale and Repsol "specifically and unambiguously" defined impact fees in the Sale Agreement as a "tax," and that the responsibility for payment of any "taxes" attributable to the period before January 19, 2022, is allocated to Rockdale under the Agreement. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1292.

On December 1, 2022, Repsol received from the Commission by mail an Impact Fee Statement for the 2021 Impact Fees and a Spud Fee Statement for the 2021 Spud Fees.⁴ Both Statements are

³ True and correct copies of the Statements are attached hereto as "Exhibit A."

⁴ True and correct copies of the Statements are attached hereto as "Exhibit B."

dated “02/09/22.” (Ex. B). Neither Statement provided any rationale for the assessment. (Ex. B). Both Statements are marked “PAST DUE”, even though Repsol received them for the first time on December 1, 2022, and Act 13 affords a producer 30 days from receipt of notice from the Commission to remit payment. (Ex. B). On December 6, 2022, the Commission filed a Motion for Leave to File Proof of Claim in the Bankruptcy Court. *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1305. As part of that Motion, the Commission stated that it had “begun the process to initiate state court proceedings against Repsol” for the 2021 Impact Fees and asked the Court to consider its proof of claim for those fees timely filed “pending the result of state court proceeding against Repsol.” *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1305 ¶22. The Commission has not initiated any proceeding against Repsol to date. Nonetheless, Repsol has advised the Commission in recent correspondence that Repsol remains opposed to the imposition of the 2021 Impact Fees and opposes the imposition of the 2021 Spud Fees.

Act 13 provides that a producer must follow the procedure set forth in Section 510(c), (d), and (e) of the Public Utility Code to challenge the imposition of a spud fee. 58 Pa.C.S. §2303(c)(1). Section 510 requires a public utility to file objections with the Commission within 15 days after receipt of an assessment notice. 66 Pa.C.S. §510(c). Section 510(c) provides that, after notice to the objector, the Commission shall hold a hearing on the objections. 66 Pa.C.S. §510(c). Act 13 does not set forth any process for a producer to challenge the imposition of an impact fee. Act 13 provides no mechanism that would allow a producer to pay under protest the amount of any impact or spud fees. Act 13 contains no mechanism by which the Commission could refund any impact or spud fees that were paid and disbursed to a municipality, but thereafter determined not to be due and owing or otherwise to have been erroneously paid.

In *Snyder Brothers, Inc. v. PUC*, No. 1043 CD 2015, 2020 WL 587012 (Pa. Commw. Ct. Feb. 6, 2020), the Commonwealth Court found that “[Act 13] fails to provide a producer with a meaningful post-deprivation remedy in the form of a refund for impact fee payment that the Commission, or an appellate court in a subsequent appeal, determines were paid erroneously and/or in contravention to the law.” *Snyder Bros.*, 2020 WL 587012, at *6. The Commonwealth Court further determined that, “[b]y employing a procedure that deprives [a producer] of its property without affording [the producer] an opportunity to meaningfully challenge that deprivation and attain full relief, Act 13 effectuates a violation of [the producer’s] due process rights under the Fourteenth Amendment of the U.S. Constitution.” *Snyder Bros.*, 2020 WL 587012, at *6. The Commonwealth Court held “Act 13 lacks adequate, post-deprivation procedural safeguards and that the statute, on its face, amounts to and sanctions an unconstitutional deprivation of property without due process of law.” *Snyder Bros.*, 2020 WL 587012, at *6.

While Repsol may be able to use the process prescribed in 58 Pa.C.S. §2303(c), 66 Pa.C.S. §510(c), and to the extent that it remains valid, 66 Pa.C.S. §510(d)-(e) to contest the 2021 Spud Fees,⁵ Repsol cannot avail itself of any such process for the 2021 Impact Fees. Nonetheless, Repsol potentially is subject to significant administrative penalties based on the Commission’s

⁵ *Mercury Trucking, Inc. v. PUC*, 55 A.3d 1056, 1076 (Pa. 2012) (finding that “Section 510(d)-(e) appears to be a vestigial remnant of the repealed Public Utility Law, perhaps the result of a drafting oversight in a complicated recodification process”).

determination that the 2021 Impact Fees are past due. The Commission has the authority under Act 13 to assess interest on producers with delinquent impact fees. 58 Pa.C.S. §2308(a). The Commission also has the authority under the statute to add a penalty of 5% of the amount of the fee if the failure to timely pay the fee is for less than one month, with an additional 5% penalty for each additional month or fraction of a month that the fee is untimely paid, not to exceed 25% in the aggregate. 58 Pa.C.S. §2308(b).

Further, the Commission may assess an administrative civil penalty upon a producer of up to \$2,500 per violation for a violation of Act 13. 58 Pa.C.S. §2310. Additionally, the Commission is required to notify the Department if a producer fails to pay an impact or spud fee for any unconventional well, and absent a pending appeal relating to payment of the fee, the Department must suspend the permit for that well until the fee is paid. 58 Pa.C.S. §2308(c). Accordingly, contemporaneously with the filing of these Amended Objections, Repsol filed a Petition for Review in the Nature of a Complaint for Declaratory and Injunctive Relief in the Commonwealth Court as part of its original jurisdiction.

Objections

Act 13 authorizes the Commission to impose an annual spud fee on each producer of an unconventional gas well. 58 Pa.C.S. §2303(c). Act 13 provides that the liability for the spud fee attaches to the producer who is responsible for filing the report. Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12; *accord* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23. Thus, “[w]hen a producer for a particular well changes, the producer responsible for filing an Act 13 report on April 1 is responsible for paying the impact fee.” *PUC*, Initial Decision, PUC Docket No. C-2017-25999145, 2019 WL 2250766, at *13; *accord* Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12; Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23.

Here, Rockdale owned and operated the Rockdale Wells for the entirety of 2021. Repsol assumed ownership of the Rockdale Wells effective January 1, 2022. Rockdale submitted its annual Act 13 Report for the Rockdale Wells to the Commission on February 9, 2022. Consistent with Act 13, the Commission originally sent Rockdale a Spud Fee Statement for the 2021 Spud Fees for the Rockdale Wells. By now seeking to make Repsol liable for those Fees, the Commission is violating Act 13.

Even assuming, *arguendo*, that the producer responsible for filing an Act 13 report on April 1 is not responsible for paying the annual spud fee under Act 13, then the Commission violated the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution by failing to provide Repsol with fair and adequate notice that it would be liable for the 2021 Spud Fees.

The Due Process Clause of the Fourteenth Amendment of the U.S. Constitution requires that parties receive fair notice before being deprived of property. *See, e.g., Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Generally, fair notice exists “if, by reviewing the regulations and other public statements issued by the agency, a regulated party acting in good faith would be able to identify, with ‘ascertainable certainty,’ the standards with which the agency expects parties to conform.” *ExxonMobil Pipeline Co. v. U.S. Dep’t of Transp.*, 867 F.3d 564, 578-79 (5th Cir. 2017).

Moreover, based on concerns rooted in notions of fundamental fairness, “the courts are also weary of cases where a party was affirmatively misled by an administrative agency into believing that a law or rule would apply or would not apply in a particular situation.” *Snyder Bros.*, 2020 WL 587012, at *9. This is so “regardless of whether the misleading conduct was transmitted through an agency’s interpretive rule, policy statement, or by representations made by an agency official.” *Id.* Broadly speaking, the requirement of clear and adequate notice is not satisfied where the administrative agency offers “baffling and inconsistent advice,” *Satellite Broadcasting Co. v. FCC*, 824 F.2d 1, 2 (D.C. Cir. 1987), and due process prohibits a person from being “penalized for acting in conformance with prior agency guidance.” *Snyder Bros.*, 2020 WL 587012, at *10 (citation and quotation marks omitted).

Until recently, the Commission consistently provided advice and guidance to the public and the entities regulated under Act 13 that the producer responsible for filing an Act 13 report on April 1 is responsible for paying the annual impact and spud fee where the producer for a particular well changes. Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Clarification Order Regarding Chapter 23, PUC Docket No. M-2012-2288561 (Order entered Dec. 20, 2012) at 11-12; Act 13 of 2012—Implementation of Unconventional Gas Well Impact Fee Act, Proposed Rulemaking Order, PUC Docket No. L-2013-2375551 (Order entered Oct. 17, 2013) at 16-17 n.23; *see PUC*, Initial Decision, PUC Docket No. C-2017-25999145, 2019 WL 2250766, at *13.

However, after the Commission learned that Rockdale’s unsecured creditors, including the Commission, would likely receive a “*de minimis* distribution” from the residue of the estate, *In re: Rockdale Marcellus, LLC*, No. 21-22080 (Bankr. W.D. Pa.), Dkt. 1274 ¶24, the Commission reversed course. Now, the Commission is taking the position that the producer who acquires an interest in unconventional gas wells is a guarantor for the delinquent impact fees of the producer from whom it acquires such interest—even if the acquiring producer did not own, operate, or have any legal interest in the wells during the calendar year in question.

The Commission’s litigation position is patently at odds with the Commission’s prior conduct, representations to the public and entities regulated under Act 13, and the Proposed Rulemaking Order. Because the Commission failed to provide Repsol with fair and adequate notice that it would be liable for the 2021 Spud Fees, the Commission violated Repsol’s due process rights. *Snyder Bros.*, 2020 WL 587012, at *13.

Secretary Rosemary Chiavetta
December 16, 2022
Page 7

Sincerely,



Keith J. Coyle, Esq.

Enclosures

cc: Casey Alan Coyle, Esquire (via email only) (ccoyle@babstcalland.com)
Amy Zuvich (via email only) (azuvich@pa.gov)
John Herzog (via email only) (jherzog@pa.gov)
Christopher Perkins (via email only) (cperkins@eckertseamans.com)
Jacob Hanley (via email only) (jhanley@eckertseamans.com)
Nicholas F. Borsuk (via email only) (nborsuk@eckertseamans.com)

RECEIVED

DEC 16 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT A



Commonwealth of Pennsylvania
 Pennsylvania Public Utility Commission
 P.O. Box 3265
 Harrisburg, PA 17105-3265

STATEMENT DATE	STATEMENT NUMBER
02/09/2022	21-35-0000339085-1

REPORTING YEAR
January 1, 2021 - December 31, 2021

ROCKDALE MARCELLUS LLC
 4600 J Barry Court
 Suite 220
 Canonsburg, PA 15317

IMPACT FEE STATEMENT

Please contact Amy Zuvich at 717-783-6806 for questions concerning this statement.

PAST DUE

Description	Amount
Impact fee for 72 Horizontal Gas Wells	\$1,428,100.00
Balance Due by April 1, 2022	\$1,428,100.00

MAKE CHECK PAYABLE TO:
Commonwealth of Pennsylvania FEIN: 01-0661737

ACH and Wire Payments:	
Bank:	Wells Fargo Bank
ABA#:	121000248
Account Name:	Commonwealth of PA
Account #:	
OBI:	Gas Well Fees

MAIL PAYMENT TO:
PA PUC BUREAU OF ADMINISTRATION/FISCAL OFFICE PO BOX 3265 HARRISBURG, PA 17105-3265



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

STATEMENT DATE	STATEMENT NUMBER
02/09/2022	21-35-0000339085-2

REPORTING YEAR
January 1, 2021 - December 31, 2021

ROCKDALE MARCELLUS LLC
4600 J Barry Court
Suite 220
Canonsburg, PA 15317

SPUD FEE STATEMENT

Please contact Amy Zuvich at 717-783-6806 for questions concerning this statement.

PAST DUE

Description	Amount
Spud fee for 72 Horizontal Gas Wells	\$3,600.00
Balance Due by April 1, 2022	\$3,600.00

MAKE CHECK PAYABLE TO:
Commonwealth of Pennsylvania FEIN: 01-0661737

MAIL PAYMENT TO:
PA PUC BUREAU OF ADMINISTRATION/FISCAL OFFICE PO BOX 3265 HARRISBURG, PA 17105-3265

ACH and Wire Payments:	
Bank:	Wells Fargo Bank
ABA#:	121000248
Account Name:	Commonwealth of PA
Account #:	
OBI:	Spud Fee

RECEIVED

DEC 16 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT B



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

REPSOL OIL & GAS USA LLC
337 DANIEL ZENKER DR
HORSEHEADS NY 14845

STATEMENT DATE	STATEMENT NUMBER
02/09/2022	21-35-0000339085-1

REPORTING YEAR

January 1, 2021 - December 31, 2021

IMPACT FEE STATEMENT

Please contact Amy Zuvich at 717-783-6806 for questions concerning this statement.

PAST DUE

Description	Amount
Impact fee for 72 Horizontal Gas Wells	\$1,428,100.00
Balance Due by April 1, 2022	\$1,428,100.00

MAKE CHECK PAYABLE TO:

Commonwealth of Pennsylvania
FEIN: 01-0661737

MAIL PAYMENT TO:

PA PUC
BUREAU OF ADMINISTRATION/FISCAL OFFICE
PO BOX 3265
HARRISBURG, PA 17105-3265

ACH and Wire Payments:	
Bank:	Wells Fargo Bank
ABA#:	121000248
Account Name:	Commonwealth of PA
Account #:	
OBI:	Gas Well Fees



DEC 1 2022

Repsol Oil & Gas USA, LLC
337 Daniel Zenker Drive
Horseheads, NY 14845



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

REPSOL OIL & GAS USA LLC
337 DANIEL ZENKER DR
HORSEHEADS NY 14845

STATEMENT DATE	STATEMENT NUMBER
02/09/2022	21-35-0000339085-2

REPORTING YEAR

January 1, 2021 - December 31, 2021

SPUD FEE STATEMENT

Please contact Amy Zuvich at 717-783-6806 for questions concerning this statement.

PAST DUE

Description	Amount
Spud fee for 72 Horizontal Gas Wells	\$3,600.00
Balance Due by April 1, 2022	\$3,600.00

MAKE CHECK PAYABLE TO:

Commonwealth of Pennsylvania
FEIN: 01-0661737

MAIL PAYMENT TO:

PA PUC
BUREAU OF ADMINISTRATION/FISCAL OFFICE
PO BOX 3265
HARRISBURG, PA 17105-3265

ACH and Wire Payments:	
Bank:	Wells Fargo Bank
ABA#:	121000248
Account Name:	Commonwealth of PA
Account #:	
OBI:	Spud Fee

Received

DEC 1 2022

Repsol Oil & Gas USA, LLC
337 Daniel Zenker Drive
Horseheads, NY 14845

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

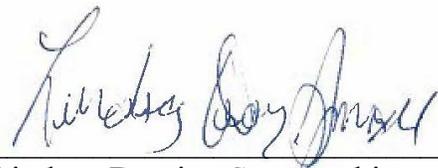
Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-
	:	
Repsol Oil and Gas USA, LLC	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Formal Complaint** dated February 7, 2025, in the manner and upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Served via Electronic Mail and Certified Mail

Keith J. Coyle, Esquire
Babst Calland
Suite 602
505 9th Street NW
Washington, DC 20004
kcoyle@babstcalland.com



Lindsay Dearing Szymanski
Prosecutor
Bureau of Investigation & Enforcement
PA Attorney ID No. 317073
(717) 787-3663
lszymansk@pa.gov